



USAID
FROM THE AMERICAN PEOPLE

Date Issued: 14 September 2012
Questions Due By: 25 September 2012
Closing Date: 18 October 2012
Closing Time: 17:00 (KosovoTime)

SUBJECT: Request for Proposal (RFP) No. SOL-165-12-000005
Competitiveness Through Clean Energy Investment – Industrial Management Project –
USAID/Macedonia

Dear Sir/Madam:

The United States Government, represented by the U.S. Agency for International Development (USAID), Regional Services Center (RSC) in Budapest, is seeking proposals from qualified Macedonian organizations interested in providing technical assistance and/or services to governmental and non-governmental organizations to improve Macedonia's competitiveness and energy security and reduce greenhouse gas emissions via greater clean energy investments, primarily through the introduction of a systematic energy management approach in the industrial sector. The reduction of energy use, combined with fuel switching to local and less expensive (relative to electric heating) sources improves business and individual capital liquidity, while also reducing dependence on foreign fuel and energy imports and limiting greenhouse gas emissions. Ultimately, the extra capital and reduced fuel price risk should improve the competitive position of local businesses and therefore encourage further investment.

This is a full and open competition, under which any type of Macedonian organization (large or small commercial [for profit] firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

For the purposes of this section, local entity means a corporation, a nonprofit organization, or another body of persons that--

- (1) is legally organized under the laws of;
- (2) has as its principal place of business or operations in; and
- (3) either is--

(A) majority owned by individuals who are citizens or lawful permanent residents of; or

(B) managed by a governing body the majority of whom are citizens or lawful permanent residents of Macedonia;

For purposes of this section, 'majority owned' and 'managed by' include, without limitation, beneficiary interests and 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.

USAID plans to award a fixed-priced contract paying fixed amounts for completion of milestones that the offeror shall propose in accordance with C, IV. Detailed Work Requirements. The contract is planned for a base period of three years with an option to extend by one more year. The total estimated cost is ranging between US \$1.2 - \$1.3 million for the three years base period and \$300,000 to \$400,000 for the one year option period, inclusive of fee, and subject to availability of funds.

Revealing the range of the Government cost estimate for the contract does not mean that Offerors should necessarily strive to meet the maximum amount.

Section **C** of this solicitation sets the activities required to be implemented. Section **L** of the RFP sets forth instructions for the preparation and submission of proposals and specifies the required contents of proposals. Please submit your proposal in accordance with the requirements in Sections **C** and **L** of this solicitation. Section **M** states the criteria by which proposals will be evaluated, and the award will be made.

Offerors should note that funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the

Contracting Officer and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Interested firms can register and use the Interested Vendor List (IVL) accessible through this solicitation on the FedBizOpps web page, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

Any amendments to this solicitation will be issued and posted on the website along with the RFP. Offerors are encouraged to check the FedBizOpps website (www.fbo.gov) periodically. It is the responsibility of the Offeror to ensure that solicitation or any amendments to it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Questions

Potential Offerors may submit questions in writing, by email to Ms. Szidonia Szekeres at: sszekeres@usaid.gov and Mr. Florentin Emini at: femini@usaid.gov at the USAID Regional Contracting Office (RCO), Kosovo. **The deadline for receipt of questions and/or requests for clarifications is the due date for questions reflected on the cover page of this letter. No questions will be accepted after this date.**

Issuance of this solicitation does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation or submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government. Thank you for your interest in USAID programs.

Regards,

A handwritten signature in blue ink, appearing to read "R. Brian Aaron", written over the typed name.

R. Brian Aaron
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 2	PAGES 93
2. CONTRACT NUMBER TBD		3. SOLICITATION NUMBER SOL-165-12-000005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEaled BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED Date of Cover Letter
7. ISSUED BY U.S. Agency for International Development Regional Contracting Office Ismail Qemali (Arberia), House no.1 Pristina, Kosovo 10000		8. ADDRESS OFFER TO (If other than Item 7)		6. REQUISITION/PURCHASE NUMBER REQ-165-12-000032		

SOLICITATION

9. Sealed offers in ONE ORIGINAL and VIA EMAIL for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in As specified in Section L.5

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder". Until the date and time specified on the cover letter local time

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

10. FOR INFORMATION CALL		A. NAME Szidonja Szekeres	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER 36-1-475-4914	C. E-MAIL ADDRESS sszekeres@usaid.gov
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OFFER (Must be fully completed by Offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **120** calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to improve Macedonia’s competitiveness and energy security and reduce greenhouse gas emissions via greater clean energy investments, primarily through the introduction of a systematic energy management approach in the industrial sector. The reduction of energy use, combined with fuel switching to local and less expensive (relative to electric heating) sources improves business and individual capital liquidity, while also reducing dependence on foreign fuel and energy imports and limiting greenhouse gas emissions. Ultimately, the extra capital and reduced fuel price risk should improve the competitive position of local businesses and therefore encourage further investment.

B.2 CONTRACT TYPE

This is a *fixed-price contract*. For the consideration set forth below, the Offeror shall propose milestones of project implementation and fix amount payable for completion of each milestone, in accordance with deliverables or outputs described in Section C and F, and the performance standards specified in Section F.

B.3 PRICE, PAYMENT SCHEDULE AND OBLIGATED AMOUNT

(a) The fixed price for the performance of the work required hereunder for the three-year base period is **TBD**, for the additional one-year option period is **TBD**.

Payment of fixed amounts associated with each milestone of contract completion shall be made to the Contractor based on the following schedule:

Milestone	Amount Payable
1.	TBD
2.	TBD
3.	TBD
4.	TBD
Etc.	

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

COMPETITIVENESS THROUGH CLEAN ENERGY INVESTMENT – INDUSTRIAL MANAGEMENT PROJECT – MACEDONIA

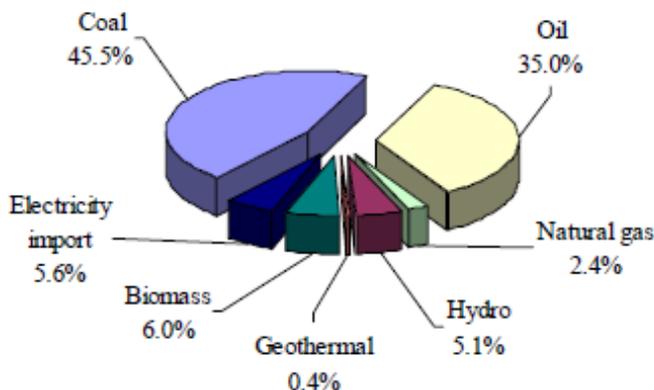
I. INTRODUCTION

Macedonia has come a long way in its transition from a centrally-planned to a market economy, although reform efforts have been frequently interrupted by political instability. Since 2001 modest economic growth has resumed, structural reforms have been accelerated and macroeconomic stability in the country has steadily increased. Macedonia is progressing in reforming its energy sector, exhibited by the recently adopted new Energy Law and the development of relevant secondary legislation in addition to several strategies and action plans on Clean Energy that bring Macedonia closer to compliance with Energy Community requirements and the European Union energy-related Directives. However, as the existing strategies and plans in part identify, the country has still to overcome a number of serious problems attached to its development and the growing energy demand: strong dependence on energy imports, unfavorable energy mix, lack of investment in new energy generation facilities, particularly of alternative energy sources, high energy intensity and a high degree of inefficiency in energy production and use. In addition, Macedonia needs to make significant efforts and investment to meet the targets set forth in the Clean Energy Strategies, specifically on energy efficiency and renewable energy.

II. BACKGROUND

2.1 Overview of Energy Sector

Macedonia's economy is one of the most energy intensive in Europe due to obsolete and inefficient technologies. It has limited supplies of commercial energy resources, with domestic energy production covering about 60% of the demand. The energy import in the country is high, in the range of 40%, and has been increasing during the last few years. Final energy use has been steadily increasing since 2001. The highest consumption of energy is in industry 33.8%; the residential sector accounts for about 29.2%; transport 20.5%; and commercial and service sector 13.1%. According to statistics, the final energy consumption per capita in Macedonia in 2006 was three times lower than the consumption in OECD countries, while the primary energy consumption per unit of GDP is almost four times higher. This is due to the heavy use of energy in the metal processing industry; low-efficiency power generation, supply and consumption; and the prevalence of using electricity for residential heating. The following figure displays Macedonia's primary energy consumption breakdown by source.



Macedonia Primary Energy Consumption in 2006

Recognizing the seriousness of the situation, the Government of Macedonia focused on the need for rationalizing energy production and consumption by developing major strategic and legislative frameworks for energy

efficiency and renewable energy over the past few years. International support for developing an enabling environment for energy efficiency has been initiated. However, energy efficiency has not gained enough priority in the Government's implementation performance while the renewable energy project development process is recognized as complicated, and national capacity to develop low emissions strategies and access international climate change mitigation funding, including clean energy funding, is limited. To close the policy implementation gap and to begin to move the economy to a less energy intensive structure, specific action is needed to increase industrial efficiency and competitiveness by introducing energy management practices and thus reducing energy intensity of production processes. Focus also needs to be placed on strengthening governmental and institutional capacity; developing and/or strengthening the private sector energy service providers; continuing pricing reforms; reducing electricity used for heating; increasing renewable energy utilization; reducing carbon emissions by introducing new technologies; and raising awareness.

An important influence on Macedonian energy policy is the overall country's objective of EU accession. After 2004, when the Stabilization and Association Agreement entered into force, Macedonia gradually moved towards meeting the EU requirements regarding the development of the energy sector. In 2006, Macedonia ratified the Energy Community Treaty which requires all Contracting Parties to adopt core EU energy legislation (the *acquis communautaire*) in the area of electricity, gas, environment, competition, renewables and energy efficiency.¹ The EU/Energy Community *acquis* on electricity also mandates that Contracting Parties unbundle their electricity generation and distribution systems, and establish transparent and competitive markets² and networks for cross-border exchange of electricity. The strategic priorities of Macedonia in the energy sector are compliance with the Energy Community Treaty and the EU Directives, which are to a large extent incorporated in the new Energy Law.

The Government Program 2011-2015 signals national priorities through the inclusion of a number of activities related to renewable energy and energy efficiency, and activities related to transformation of the Public Enterprise "MacedonianForest" and introduction of forestry information system and planned harvesting. Additionally, the Industrial Policy includes measures that focus on Industrial Energy Efficiency, increasing awareness of private sector sustainable development, and realigning the public procurement to sustainable development.

2.2 *Need to Reduce Energy Intensity and Improve Efficiency*

Past USAID activities aimed at increasing the competitiveness of Macedonian companies focused on developing market linkages, obtaining internationally required certifications, new product development and business expansion. To date, no attention was paid to excessive energy costs, which significantly affect the companies' competitiveness, due to inefficiency of use. Further, the recent long, cold winter in Macedonia and the region, with unusually large amounts of snow, created power shortages, price increases, and rolling blackouts, leading some countries to ban the export of electricity to secure internal markets. With the rise in energy costs coupled with the ongoing economic and financial crises leading to reduced trade and business activity, companies need to look for ways of improving their competitiveness through internal cost reduction. Better energy management and efficiency can help with this. Industrial sector accounts for more than 28 percent of GDP and employs over 30 percent of labor force.

There is a lack of energy management in industrial plants, inadequate energy efficiency engineering services, limited awareness in the banking sector, and a lack of advocacy/

¹ See: http://www.energy-community.org/portal/page/portal/ENC_HOME/ENERGY_COMMUNITY/Legal/EU_Legislation

² Under the electricity *acquis*, Contracting Parties must meet "minimum requirements for public service obligations and customer protection, monitoring of supply, authorizations and tendering of new capacity, tasks for transmission and distribution system operators, unbundling of network operation and transparency, third-party access to networks, eligibility and market opening, and regulatory powers." Energy Community Secretariat, Annual Report on the Implementation of the *Acquis* Under the Treaty Establishing the Energy Community, September 1, 2011. P. 17. (Energy Community 2011 Annual Report)

promotion of energy management. Industry is not prepared for the anticipated rise in energy costs over the next four years due to the further market liberalization. Very limited budget is allocated for energy efficiency activities. All significant funding of energy efficiency projects is done predominantly through international cooperation. Some positive signs in general commercial financing over the last few years has not influenced energy efficiency financing so far. A number of barriers hamper the investment in energy efficiency both on the financial sector side, and on the customers' side. Major problematic areas in Macedonia, as far as energy efficiency is concerned, are the inefficient energy consumption in industry and the wide use of electricity for domestic heating. Potential energy efficiency improvement measures in Macedonian industry include increasing efficiency in motor drives and air compressors, efficient utilization at industrial boiler plants, waste heat recovery and other measures.

III. SCOPE OF WORK

The activities under this procurement will improve Macedonia's competitiveness and energy security and reduce greenhouse gas emissions via greater clean energy investments, primarily through the introduction of a systematic energy management approach in the industrial sector. The reduction of energy use, combined with fuel switching to local and less expensive (relative to electric heating) sources improves business and individual capital liquidity, while also reducing dependence on foreign fuel and energy imports and limiting greenhouse gas emissions. Ultimately, the extra capital and reduced fuel price risk should improve the competitive position of local businesses and therefore encourage further investment.

IV. DETAILED WORK REQUIREMENTS

Objective

Using the ISO 50001 energy management standard as a guideline, the principles of industrial energy management will be introduced to select Macedonia industries. Candidate industries will be identified through an assessment during the inception phase of the project and in consultation with industrial associations and chambers of commerce, focusing on those industries that are energy intensive and indicate a willingness to participate and/or cost share in energy management programs.

A key aspect of this activity is working with industry in a systematic approach to track energy use and reduce costs, as opposed to a singular focus on one-time energy efficiency upgrades. Energy management requires the continuous monitoring of energy usage in key process areas and cost centers and the analysis of these data as part of a comprehensive evaluation and tracking of energy efficiency projects, which, when done correctly result in continuous process improvement and a greater energy and cost savings over the lifetime of a process or facility.

Because energy management systems require the installation of data collection and storage hardware, upfront costs are incurred before available data can be used to identify and prioritize specific energy and cost savings interventions. As such, the initial capital outlay with no immediate return on investment may reduce the appeal of energy management systems in spite of the long-term cost savings that could be achieved. Therefore, communications and demonstrations will be a focus of the activity so that the benefits of energy management can be demonstrated and disseminated on a broad scale.

Illustrative Activities and Expected Results

The project activities will occur over a three-year period with the potential for a one-year extension. The Contractor shall carry out the activities below in the initial three-year period. If available budget allows for a one-year option, these activities will continue into the additional time period. The option must be priced.

Component 1: Industry Selection.

The contractor will screen industries to determine those that might be attractive for engagement in the program. Industries will be selected and ranked based upon consultation with USAID to focus on energy management activities. Additional industries may be considered if there is local interest and if resources are available to support expansion of the program. The following actions will be part of this component:

- **Initial outreach.** The contractor will prepare materials describing the program, and following Contracting Officer's Representative (COR) approval will disseminate these materials to local chambers of commerce and industry associations. The contractor will arrange meetings with these groups to explain the requirements and benefits of energy management and to solicit interest in the program.
- **Analysis.** In parallel with the initial outreach, the contractor will develop initial screening criteria for selecting industries, subject to approval by the COR. The screening criteria will include at a minimum, industry energy intensity; potential energy and cost savings from energy management programs in the industry; general interest in the program and the presence of champions that will increase the ability to leverage results for broader application in Macedonia. Based on this analysis, the contractor will recommend an industry for program focus.
- **Company Selection.** Following confirmation of the target industry by the COR, the contractor will identify companies that are candidates for energy management pilot projects. The contractor will engage in targeted outreach and will disseminate information to companies through industry associations, working in conjunction with relevant governmental and non-governmental organizations in Macedonia. Interested companies will be asked to respond with an expression of interest.

Component 2: Demonstration Projects.

After agreement on the targeted industrial sector(s), the contractor will forward a list of candidate industrial companies to the COR for approval. Based on the contractor's information, analyses and recommendations, the COR will make a decision on the inclusion of the companies in the program. The number of companies to be included and the timing of the demonstration projects will be determined by the COR. The contractor shall be responsible to screen the companies for concerns on ownership, business practices, and profitability. Among the criteria that might be included are financial soundness of company, ability to cost-share energy management projects, willingness to share energy use and savings data with USAID, and general corporate behavior (e.g., environmental compliance, tax compliance, degree of transparency, etc.). An environmental mitigation and monitoring plan will be required for activities under this component.

- **Energy Management System Installation.** After company selection, the contractor will install cost-shared energy management systems and provide training on the ISO 50001 energy management standard to plant managers and staff tasked with energy management-related activities, including accounting personnel and technical specialists that operate energy intensive equipment. Training materials will be provided to the COR for clearance prior to the first pilot project. The contractor will develop specifications for energy management systems, based on industry type and system costs. In coordination with the COR, energy management systems will be selected for installation.
- **Data Collection and Monitoring.** After the project installation, the contractor will assist company personnel in the collection and evaluation of energy usage data for one year. The contractor will visit the project site at least once per quarter to provide mentoring to site staff.
- **Energy Efficiency Project Preparation.** After collection of one year of data, the contractor will assist host companies in the development of energy efficiency projects. The contractor will obtain agreement from the industrial company on the energy efficiency improvements the company wants to pursue, and the company's willingness to share the cost of an energy efficiency audit, as well as willingness to seek

external financing for the implementation of the energy efficiency upgrade. The contractor will conduct or subcontract audits, which along with the energy usage data from the energy management system, will form the basis of the project(s) to be implemented. The contractor will explore alternative financial options and will assist the host company in project preparation for approaching the financing sector and help promote the projects. The contractor will not be responsible for funding or installing the energy efficiency projects under the USAID scope of work. As noted in Component 3, in the process of developing the pilot projects, the contractor will also seek to educate financial institutions on energy efficiency due diligence and lending practices.

- **Continued Data Monitoring and Reporting.** The contractor will collaborate with host companies in monitoring and verification of energy savings and greenhouse gas emissions reductions following installation of the energy efficiency project, accounting for changes in local weather, plant production and staffing schedules, and other factors determined in consultation with the COR.

Component 3: Training and Sector Development

As part of the theme of capacity building, activities in this scope of work are intended to address not only the target organizations and bankers, but also local engineering consulting and business consultants. The contractor will therefore maximize sub-contracts with local organizations for the installation and maintenance of energy management systems and provide training in the ISO 50001 energy management guidelines as well as in the installation and maintenance of the systems to the contractors and to the host organizations. For projects implemented outside of this scope of work by the trained organizations (i.e., energy management and energy efficiency projects the organizations were able to implement as a result of USAID training), the contractor will collect and report energy and greenhouse gas emissions savings for the duration of this project.

All sub-contracts will follow USAID guidelines, Federal Acquisition Regulation (FAR) 44.2, ‘Consent to Subcontracts’ and 52.244-2, ‘Subcontracts’ (See Section I).

Component 4: Outreach

The contractor will promote energy management practices through industry associations, including the development of materials promoting the ISO 50001 energy management guidelines as well as energy management and energy efficiency best practices and project results. The contractor will attend industry association meetings and hold workshops to engage industry, local consultants, and the financial community.

Deliverables and Reports:

Based on the activities and expected results above, the Contractor shall provide the following deliverables:

Initial Three-Year Project Period

Component 1

- **Industrial Sector Report:** Within 90 days of entering into the agreement, the contractor will submit a report that recommends industries for inclusion in the project. The report will include a list of the criteria used to evaluate industrial sectors and describe the rationale for making the recommendation.
- **Meeting Summary Report:** Within two (2) weeks of meetings with industry associations, summary memorandums describing meeting outcomes.
- **Deliverable:** At least seven (7) industrial sectors will be engaged regarding energy management activities as a result of outreach activities.

Component 2

- Company Report: Within 60 days of approval of the report required for Component 1, a prioritized list of companies for demonstration projects, including selection criteria and appropriate background information to justify the recommendations.
- Deliverable: 10 energy management projects implemented within the first 24 months of the project and an additional 7 for a total of 17 by the end of year three; 6 energy efficiency demonstration projects by the end of year three, including training on the ISO 50001 energy management guidelines.
- Pilot Project Reports: Following each energy management installation or energy efficiency audit, the contractor will provide a summary report describing the activities undertaken at each pilot project sites. The summary reports will describe the installed energy management systems or the energy audit results, the personnel trained, the activities undertaken and any difficulties experienced in meeting program goals. Project reports can be submitted as an email or in such other format as the COR may specify.
- Annual Report: The contractor will provide annual reports describing annual cost, energy, and greenhouse gas emissions savings for all pilot projects, including results from energy management activities and results from energy efficiency projects financed stemming from project assistance. It will also highlight the successes and any difficulties that the program experienced and actions taken to address the issue.

Component 3

- Deliverable: By contract end the contractor will train at least two (2) companies, not including affiliates of the contractor or pilot project host companies, on the installation and maintenance of energy management systems. The trained companies will participate in the installation and maintenance of at least two (2) pilot projects each.
- Annual Report: The contractor will provide annual reports describing annual cost, energy, and greenhouse gas emissions savings for all energy management and energy efficiency projects from organizations trained under this scope of work.

Component 4

- Deliverable: The contractor will hold at least 9 workshops or trainings to disseminate energy management and energy efficiency best practices. At least 1 workshop will be held in the first contract year, with 4 workshops held in both Years two and three.
- Deliverable: By contract end, the contractor will engage at least two (2) financial institutions to train staff on the benefits and needs related to financing of energy management and energy efficiency projects.
- Workshop Reports: The contractor will provide a report summarizing attendance and contacts made at all workshops.
- Deliverable: The contractor will train staff at no less than 40 non-participant industrial companies on the ISO 50001 energy management guidelines.
- Deliverable: In addition to those trained, the contractor will disseminate energy management and energy efficiency best practices to at least 40 additional non-participant industrial companies.

Additional One-Year Option Period

Component 1

- No additional deliverables or reports.

Component 2

- Deliverable: An additional 5 energy efficiency demonstration projects by the end of year four for a total of 11 projects, including training on the ISO 50001 energy management guidelines.
- Pilot Project Reports: Following each energy management installation or energy efficiency audit, the contractor will provide a summary report describing the activities undertaken at each pilot project sites. The

summary reports will describe the installed energy management systems or the energy audit results, the personnel trained, the activities undertaken and any difficulties experienced in meeting program goals. Project reports can be submitted as an email or in such other format as the COR may specify.

- **Annual Report:** The contractor will provide annual reports describing annual cost, energy, and greenhouse gas emissions savings for all pilot projects, including results from energy management activities and results from energy efficiency projects financed stemming from project assistance. It will also highlight the successes and any difficulties that the program experienced and actions taken to address the issue.

Component 3

- No additional deliverables.
- **Annual Report:** The contractor will continue to provide annual reports describing annual cost, energy, and greenhouse gas emissions savings for all energy management and energy efficiency projects from organizations trained under this scope of work.

Component 4

- **Deliverable:** The contractor will hold at least 3 additional workshops or trainings to disseminate energy management and energy efficiency best practices.
- **Workshop Reports:** The contractor will provide a report summarizing attendance and contacts made at all workshops.
- **Deliverable:** The contractor will train staff at no less than 10 non-participant industrial companies on the ISO 50001 energy management guidelines.
- **Deliverable:** In addition to those trained, the contractor will disseminate energy management and energy efficiency best practices to at least 10 additional non-participant industrial companies.

Role of Counterparts/Partners/Other Donors

The COR and the contractor will coordinate with other donor efforts addressing the industrial sector.

The following proposed or active donor programs in Macedonia involve energy efficiency or energy management and offer opportunities for potential partnership.

The United Nations Industrial Development Organization (UNIDO). At the request of the Ministry of Environment and Physical Planning, UNIDO is currently developing a concept note for Industrial energy efficiency to be submitted for funding by the Global Environmental Facility (GEF). The concept includes activities that are similar to those in this project. This project is expected to start in second half of 2013 at the earliest.

EBRD's Business Advisory Services supports local consultants to provide energy audits for industrial companies. In March 2009, EBRD launched two investment facilities that provide debt financing for renewable energy and industrial energy efficiency projects to small and medium-sized enterprises in the Western Balkans including Macedonia, as follows:

- *Western Balkans Sustainable Energy Direct Financing Facility.* €50 million to provide direct individual loans between €1 and €6 million to industrial energy efficiency and renewable energy projects. The facility is complemented with grant funding for Technical Assistance for project identification, preparation and implementation verification.
- *Western Balkans Sustainable Energy Credit Line Facility.* €50 million to provide loans to participating banks for on-lending to sub-borrowers for energy efficiency and renewable energy investments up to €2 million per project in the industrial sector or in buildings used for commercial services. The facility is

complemented with grant funding for marketing and awareness raising, establishing technical eligibility criteria, preparing/appraising projects, implementation verification, etc.

As regional facilities, Macedonian borrowers are eligible for the EBRD facilities but no country-specific targets are in place. The interest rates are market based. Collateral will be required and will depend on the type of the financing provided.

V. GENDER ANALYSIS AND ETHNIC INCLUSION

USAID is committed to strengthening women’s rights and strives to increase the contributions women make to economic, political, and social development. By addressing gender inequities and constraints grounded in entrenched gender roles and power dynamics that impact both men and women, USAID will strengthen the effectiveness of its development programming.

The ADS 201.3.9.3 requires answers to the following questions: How will gender relations affect the achievement of sustainable results; and how will proposed results affect the relative status of men and women. In addition to these questions, the Mission has also considered the potential impact on ethnic inclusion. Generally, it is anticipated that the impact of the activities described herein are unlikely to have an obvious gender or ethnic bias. However, special attention should be taken by USAID and the implementer to ensure equitable gender and ethnic participation when designing and implementing interventions where gender or ethnic differences could be negatively exploited. Programs to enhance clean energy investment should include a gender and ethnic inclusion analysis to ensure an equitable and positive impact. Proposed assistance and training activities to private companies and business associations, or the public and the media, should not only ensure equal participation to ethnic minority and gender-based organizations when appropriate, but also evaluate the potential gender and ethnic bias in training materials and the selection of instructors.

VIII. ENVIRONMENTAL CONSIDERATIONS

In accordance with the Macedonia Competitiveness through Clean Energy Investment Initial Environmental Evaluation (DCN: 2011-MAC-017), activities under this Scope of Work to increase energy management investments have the potential to result in significant environmental effects unless appropriate mitigation measures are adopted.

Illustrative Activities under Program to Increase Energy Management Investments Potential Environmental Impacts	
Illustrative Activities	Potential Impacts
1. Promote energy management and disseminate energy management case studies through industry associations	None anticipated
2. Identify target demonstration organizations and establish energy management best practices	None anticipated
3. Install cost-shared energy management systems within selected organizations – this consists of energy usage sensors, wires, and computer software to assist in improving procedures and methods resulting in energy efficiency gains in operations.	Occupational health and safety & waste management requiring best practices, e.g. ACM or other hazardous materials may be disturbed and/or expose installers to hazardous working conditions.
4. Provide ongoing technical assistance to selected organizations with respect to energy usage monitoring and consequent energy efficiency project evaluation,	None anticipated

Illustrative Activities under Program to Increase Energy Management Investments Potential Environmental Impacts	
Illustrative Activities	Potential Impacts
while also providing “on-the-job” training to local engineering and business consultants	
5. Provide technical assistance with respect to energy efficiency project technical and financial preparation and approach to the financial community (ultimately assist in obtaining financing for small-scale energy management and energy efficiency projects).	<ul style="list-style-type: none"> • Decreased energy consumption (beneficial) • Changes to more efficient fuel sources and reductions in facility water usage (beneficial)
6. Install cost-shared energy efficiency upgrades within selected organizations, such as equipment replacement, efficient lighting and heating equipment, and building envelope improvements.	<ul style="list-style-type: none"> • Decreased energy consumption (beneficial) • Changes to more efficient fuel sources and reductions in facility water usage (beneficial) • Occupational health and safety & waste management requiring best practices, e.g. ACM or other hazardous materials may be disturbed and/or expose installers to hazardous working conditions.
7. Organize workshops to increase banker awareness and sophistication with respect to energy management and energy efficiency	None anticipated

Thus, these activities are subject to a negative determination with conditions pursuant to 22 CFR 216.3(a)(2)(iii) and as a result are subject to the following Conditions and Mitigation Measures:

The Contractor will develop an environmental report (an example ER template is a reference material for this RFP at <http://macedonia.usaid.gov/en/index.html>) that analyzes environmental impacts. The ER shall include an environmental mitigation and monitoring plan (EMMP) and shall cover items associated with small-scale energy management and energy efficiency projects, including health and safety & waste management requiring best practices, e.g. ACM or other hazardous materials may be disturbed and/or expose installers to hazardous working conditions. The ER shall also include a Site Specific Environmental Compliance Plan (ECP) template tailored to this particular set of activities and a Record of Compliance template (See attached to the IEE an example template). The ER shall be approved by the Mission Environmental Officer (MEO) and the BEO.

The implementer shall prepare an ECP for each of the Activity 3.3 subproject activities to be approved by MEO with a copy to the BEO. After completion of the subproject, the implementer shall submit a Record of Compliance for each subproject to the COR, certifying adherence to the ECP. These records shall be kept in the project files and copied to the MEO. Copies of these documents must be made available to the BEO upon request. The Contractor shall present USAID/Macedonia with summary compliance report relative to IEE DCN: 2011-MAC-017 in its annual report.

The Contractor is required to ensure that appropriate resources are dedicated to comply with the Agency’s environmental requirements. Please see “Instructions on Key Personnel” under Section L.6, ‘Instructions For The Preparation Of The Technical Proposal’ and L.6.3 ‘Instructions regarding Key Personnel’.

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 STRATEGY

The Offeror shall comply with the requirements of the USAID branding policies available at: www.usaid.gov/branding and appropriately mark all deliverables and public communications with the USAID brand.

Note: USAID receives “exclusive branding and marking” for the work conducted under all acquisition awards. This means that the foreign assistance delivered is clearly credited to the American people. It also means that competing logos or identities, such as the contractor’s, are excluded.

Project Name:

Locally the Project will be called “Competitiveness through Clean Energy Investment - Industrial Management Project in Macedonia”.

Positioning: The activity should be seen by the target audiences as:
The Industrial Management Project

Desired level of visibility:

Audience one: Macedonian public in general – medium visibility with awareness of the impact of the assistance such as presence in electronic and print media with interviews, op-ad articles about pilot projects; media presence at public events;

Audience two: private sector - industries and industry associations and engineering service providers – high visibility with awareness of the support for Component 2 – Demonstration projects objective of the project;

Audience three: Other actors and stakeholders in the assisted sector; and Government sector other than the Ministry of Economy, the Energy Agency and the Ministry of Environment - medium visibility with awareness of the support for energy consumption and greenhouse gas reductions.

Audience four: general public – private sector more specifically and the Government institutions– medium visibility, with awareness that the American people have helped in introducing energy management practices.

News releases/media alerts must be coordinated with the Contracting Officer’s Representative (COR). All media releases, press conferences and public events should incorporate the USAID identity. Approval by the USAID Macedonia DOC Office should be received before using any printed materials which incorporate the USAID identity.

The Offeror must submit with their proposal a Branding Implementation Plan (BIP) and Marking Plan (MP). The Branding Implementation Plan should describe how the program will be promoted to beneficiaries. It outlines the events (press conferences, project launch, disseminating reports, site visits, etc.) and materials (success stories, Public Service Announcements, evaluations, web sites, etc.) the Offeror will organize and produce to assist USAID in delivering the message that the assistance is from the American people.

The Marking Plan enumerates the public communications, commodities and program materials and other items that visibly bear or will be marked with the USAID identity (e.g., program sites, evaluations and reports, events, and commodities). It should include a table specifying the expected program deliverables to be produced under this Award and whether they will be marked or not. The Marking Plan is where requests for exceptions to marking requirements can be made.

These BIP and MP should be no more than five pages and should be submitted as attachments of the Technical Proposal. Offeror is encouraged to use the BIP and MP templates in Attachments 3 and 4 in Section J.

D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

END of Section D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

U.S. Agency for International Development in Macedonia
Economic Growth Office
Samoilova 21
Skopje 1000
Macedonia

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

E.3 MONITORING AND EVALUATION

The progress, success and impact of the Contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results. The USAID Contracting Officer's Representative (COR) will conduct periodic performance reviews as required under FAR 42.15 and AIDAR 742.15 to monitor the progress of work and the achievement of results under this contract, based on the targets and the other contract terms and conditions, which shall form the basis of the Contractor's permanent performance record with regard to this contract.

Evaluations focused on key implementation issues may occur one or more times during or after the implementation of this contract. Such external evaluation (s) may include a detailed assessment of project organization, management, fieldwork, significant outputs, and the quality and quantity of overall performance.

A variety of mechanisms will be used to monitor the progress/success of this activity and the Contractor's performance. The Contractor will prepare and submit for USAID COR approval a final draft for the Performance Monitoring Plan (PMP) with indicators for tracking progress. These indicators will be measurable and data for the indicators will be easily attainable from reliable sources. The PMP will be finalized only after discussion with and approval from USAID COR. The annual work plan will correlate to the PMP.

Also, the deliverables/reports described in Sections F will be used to the maximum extent to evaluate the Contractor's performance.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is three years plus a possible one-year option period if exercised by USAID, starting on the effective date on the cover page of the contract.

F.3 PLACE OF PERFORMANCE

The duty post is Skopje, Macedonia. The Contractor staffs are expected to travel to other locations within Macedonia, as required, to complete the assigned tasks. The COP must be based in Skopje.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the Contracting Officer's Representative (COR) and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The following general performance standards will be included in the basis of the evaluation:

Quality

- (a) Quality and effectiveness of the Contractor's long-term key personnel, other non-key long-term professionals, and short-term specialists.
- (b) Degree to which key personnel provided are consistent with the names mentioned in the proposal.
- (c) Quality and effectiveness of Technical Assistance provided to project clients.
- (d) Extent to which open, transparent relations are established with partners.
- (e) Extent to which Contractor takes advantage of opportunities in managing for results.

Cost Control/Effectiveness

Actual costs incurred against the Contractor's cost proposal.

Timeliness of Performance

- (a) Long Term and Short-term technical assistance are identified and fielded in a timely manner.
- (b) Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- (c) Timeliness of documents or reports submitted to USAID COR.

Satisfaction of Relationship with Counterparts

- (a) Understanding of, and adherence to, USAID regulations and procedures.
- (b) Effectiveness in bringing critical issues/constraints to the attention of USAID and counterparts and proposing appropriate solutions.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

Reports shall be prepared in a format consistent with USAID reporting requirements, to be mutually agreed upon by COR and the Contractor.

752.242-70 PERIODIC PROGRESS REPORTS (October 2007)

- (a) The contractor shall prepare and submit progress reports as specified in contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative when evaluating the contractor's performance.
- (b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

In addition to the requirements set forth for submission of reports in Section I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the Contracting Officers Representative (COR) of USAID Macedonia. The cover page of all reports prepared by the Contractor, pursuant to AIDAR 752.242-70, shall include a descriptive title, the author's name(s), the activity name, the activity number, the contract number, the Contractor's name, the name of the USAID activity office and the COR, and the publication or issuance date of the report.

Each of the reports shall be submitted in English and electronically and in hard copies (three copies). Electronic versions of the reports should be submitted using Microsoft Word, Excel, or PowerPoint software. All reports are subject to approval by the USAID Macedonia COR.

All reports must be submitted in hard copy and electronic copy to USAID to the following addresses:

U.S. Agency for International Development in Macedonia
Economic Growth Office
Samoilova 21
Skopje 1000
Republic of Macedonia

In addition to other deliverables required by the contract, the contractor shall provide the following:

F.5.1 Annual Work Plan

Within sixty days (60) of entering into the agreement, the contractor will submit and finalize with input from the COR a work plan for year one. Subsequent annual Work Plans are due no later than 30 days before the anniversary of the effective date of the contract. The Contractor's annual work plans must describe how the Contractor intends to organize each year's work including the intended range of interventions, allocations, and prospective clients of assistance services. The annual work plan must be a coherent, realistic, evolving performance based work plan. It must be developed from a rigorous analysis of the constraints in the business

environment in Macedonia. The work plan should be developed with full participation of USAID, as well as the private sector and business associations, and the GOM bodies and institutions.

The work plan should be performance based, delineated by calendar quarter, and linked to each the program's goal and objective. Specific ideas about special projects should be included.

COR approval of the work plan shall be in writing. In addition, any substantial revisions to the work plan shall require the written approval of the COR.

F.5.2 Performance Monitoring and Evaluation Plan

As an attachment to the first annual work plan, the Contractor is required to have a performance monitoring and evaluation plan – a monitoring plan that is capable of tracking and documenting the targets/indicators of all component activities of the program. The monitoring system must be responsive to any additions and/or adjustments to the targets/indicators as agreed to by USAID. The monitoring and evaluations system must be capable of generating the following data and reports:

Indicators, associated data, and descriptive indices of activities;

Baseline of conditions at the start of the project;

Reports required to provide valid internal assessments by the Contractor's activity managers of their activities and interventions; and

Reports required by USAID in conformance to its standards.

F.5.3 Quarterly and Annual Progress Reports

The Contractor shall submit one (1) hard copy and/or electronic copies of the Quarterly Progress Reports to USAID. Electronic copies are preferred, but additional hard copy must be provided if the report is longer than 20 pages (including annexes) and contains pictures and/or other visual presentations. Reports shall be in English.

The Contractor shall submit Quarterly Progress Reports no later than the fifteenth working day following the end of the reporting period. The report shall describe the plan for the reporting period (as set forth in the annual work plan) and assess overall progress to that date versus agreed upon indicators including the contract-level outputs achieved, using the contract-level performance indicators established in the annual work plan for that quarter. The reports shall also describe the accomplishments of the Contractor and the progress made during the past quarter, and include information on all activities, both ongoing and completed during the quarter. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. The reports will include financial information on the expense incurred, available funding for the remainder of the activity and any variances from planned expenditures.

Quarterly reports should also contain, as an attachment, a list of all eventual special projects implemented during the reporting period. The list should contain the name and contact information for each beneficiary of the special project, the title and duration of the project, the amount of the award, and a brief description of the project.

The first quarterly report of each fiscal year will provide USAID with annual data on the agreed upon performance indicators as well as any additional qualitative results information the Contractor would like to include to demonstrate the results achieved vis-à-vis the project's objectives during that particular reporting period. The fourth quarter report shall serve as an Annual Report which shall summarize not only the activities during the last quarter but over the course of the entire fiscal year. Annual reports shall also describe the annual cost, energy, and greenhouse gas emissions savings for all pilot projects, including results from the energy management activities and results from energy efficiency projects financed stemming from project assistance. The annual report will also highlight the successes and any difficulties that the program experienced and actions taken to address the issue.

F.5.4 Final Contract Completion Report

The Contractor shall prepare and submit one electronic version (as a single Word file) and three copies of a final/completion report to the COR which summarizes the accomplishments of this agreement, methods of work used, and recommendations regarding unfinished work and/or program continuation. The final/completion report shall also contain an index of all reports and information products produced under this agreement. The report shall be submitted no later than the estimated completion date of this agreement.

Along with the Final Report, a CD-ROM depository will be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly system, easy to handle and to search through.

F.5.6 Other Project Reports to Certify Completion of Milestones

The Contractor shall prepare and disseminate, as directed in the annual work plan and by the COR, other reports and deliverables needed to accomplish the purpose of this agreement, such as studies of policy and other issues, strategies, analysis, studies, etc. including without limitation, the following reports set out in the Deliverables and Results above:

1. Meeting Summary Report: Within two (2) weeks of meetings with industry associations, summary memorandums describing meeting outcomes. (Component 1)
2. Company Report: Within 60 days of approval of the report required for Component 1, a prioritized list of companies for demonstration projects, including selection criteria and appropriate background information to justify the recommendations. (Component 2)
3. Industrial Sector Report: Within 90 days of entering into the agreement, the contractor will submit a report that recommends industries for inclusion in the project. The report will include a list of the criteria used to evaluate industrial sectors and describe the rationale for making the recommendation. (Component 1)
4. Pilot Project Reports: Following each energy management installation or energy efficiency audit, the contractor will provide a summary report describing the activities undertaken at each pilot project sites. The summary reports will describe the installed energy management systems or the energy audit results, the personnel trained, the activities undertaken and any difficulties experienced in meeting program goals. Project reports can be submitted as an email or in such other format as the COR may specify. (Component 2)
5. Workshop Reports: The contractor will provide a report summarizing attendance and contacts made at all workshops. (Component 4)

F.6 KEY PERSONNEL

a) The key personnel who the Contractor shall furnish for the performance of this contract are as follows:

Title

- 1) Chief of Party
- 2) Energy Management Specialist

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. USAID reserves the right to interview any key personnel prior to placement in Macedonia.

No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the COR, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause in electronic format unless no electronic version exists at the following address:

Online (preferred): <http://dec.usaid.gov>
Mailing address:
Development Experience Clearinghouse
M/CIO/KM
RRB M.01
U.S. Agency for International Development
WashingtonDC20523
Contact Information:
Telephone (202) 712-0579
E-mail: docsubmit@usaid.gov

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

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

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

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

- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

F.8 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax 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 are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be 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:
 - Mr. Risto Rieliev
 - U.S. Agency for International Development in Macedonia
 - Samoilova 21
 - Skopje 1000
 - Republic of Macedonia
 - Via email: rrieliev@usaid.gov
- (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>.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

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

Claims for payment of amounts due for completion of each milestones set forth under Section B.3(a) of this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer's Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number. Additionally, Contractor must submit documentation required to certify completion of milestones set forth under Section F.5.6.

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

U.S. Agency for International Development
Regional Contracting Office
Aeberia, Ismail Qemali Str. House 1
10000 Pristina
Kosovo

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative and alternate COR are designated in a separate letter of authority, a copy of which is provided to the Contractor by the Contracting Officer.

G.4 TECHNICAL DIRECTIONS

(a) Technical Directions is defined to include:

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

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and 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 CO may designate someone to serve as COR 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.

(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 a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 RELATIONSHIPS AND RESPONSIBILITIES

The Contractor is expected to coordinate closely with other implementers of USAID projects and with the cognizant host government entities.

G.6 PAYING OFFICE

The paying office for this contract is:

U.S. Agency for International Development
RegionalServiceCenter, Regional Financial ManagementCenter
BankCenter, GraniteTower, 3rd Floor

Szabadsag ter 7-9, 1944 Budapest, Hungary

G.7 ACCOUNTING AND APPROPRIATION DATA

Requisition Number:

Funding Source:

Appropriation:

Fund Code (FC):

Reservation Control Number (RCN):

Expanded Object Class Code (EOCC):

Allotment Code (ALC) Number:

Program Area Number (PAN):

Program Element Number (PEN):

Benefiting Geographic Area (BGA):

Operating Unit:

Distribution:

Obligated Amount:

TBD

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

No contract clauses are incorporated by reference in this Section.

H.2 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the additional following equipment and/or resources: TBD

H.3 LANGUAGE REQUIREMENTS

Fluent English is required for contractor's long and short term expatriate professionals; proficiency in English and Macedonian languages are required for local professional and key administrative personnel.

H.4 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts

H.5 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

H.6 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-

controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

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

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

H.7 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.8 GENDER CONSIDERATION

To the greatest extent possible, the Contractor shall seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.]. The Contractor shall collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. This program must address gender concerns in a fundamental way. Gender indicators should be defined and tracked by the Contractor.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17:

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

H.10 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

In accordance with CIB 01-21, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 "Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at:

<http://www.section508.gov>

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf

H.11 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

(A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

3. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

4. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

H.12 INVESTMENT PROMOTION

(a) Except as specifically set forth in the Contract or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

(b) In the event the Contractor is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Contractor must notify the Contracting Officer and provide a detailed description of the proposed activity. The Contractor must not proceed with the activity until advised by USAID that it may do so.

(c) The Contractor must ensure that its employees and subcontractors and sub-recipients providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts and other sub-agreements entered into hereunder.

H.13 SPECIAL PROVISIONS

1. In addition to the requirements of AIDAR 752.7035, the Contractor shall obtain prior COR authorization for all public notices, press releases, interviews and other media contacts.
2. The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

H.14 ENVIRONMENTAL COMPLIANCE

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

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

c) No activity funded under 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.")

d) An Initial Environmental Examination (IEE) No.: DCN: 2011-MAC-017 has been approved for the Industrial Management Project funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are

expected to have no significant adverse effect on the environment. The offeror shall be responsible for implementing all IEE conditions pertaining to activities to be funded under the contract resulting from this solicitation.

e) The activities ‘Energy Management System Installation’ and ‘Energy Efficiency Project Preparation’ under Component 2 are subject to negative determination with conditions.

(1) As part of the initial work plan, the project implementer will develop an environmental report (ER) that analyzes environmental impacts of these activities (the ER template is available as reference material at <http://macedonia.usaid.gov/en/index.html>) The ER shall include an environmental mitigation and monitoring plan (EMMP) and shall cover items associated with small-scale energy management and energy efficiency projects, including health and safety & waste management requiring best practices, e.g. ACM or other hazardous materials may be disturbed and/or expose installers to hazardous working conditions.

(2) Contractor shall submit a Site Specific Environmental Compliance Plan (ECP) tailored to this particular set of activities and a Record of Compliance Plan (an example template is available as reference material at <http://macedonia.usaid.gov/en/index.html>) during project implementation prior to starting each respective activity.

The ER shall be approved by the Mission Environmental Officer (MEO) and the BEO.

The implementer shall prepare an ECP for the activities ‘Energy Management System Installation’ and ‘Energy Efficiency Project Preparation’ to be approved by MEO with a copy to the BEO. After completion of the subproject, the implementer shall submit a Record of Compliance for each subproject to the COR, certifying adherence to the ECP. These records shall be kept in the project files and copied to the MEO. Copies of these documents must be made available to the BEO upon request.

f) Activities under Components 1, 3 and 4 are not subject to the Environmental Assessment. A categorical exclusion was approved for these activities pursuant to 216.2(c)(2)(xiv) for studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities).

g) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this Contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

h) 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.

i) 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) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

i) The respondent’s approach to developing and implementing an Environmental Report including and including an EMPP; and Site Specific Environmental Compliance Plan.

j) The respondent’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

k) The respondent's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

H.15 COMPETITION AND SUBCONTRACTING

- a. The Contracting Officer's signature on the contract which includes all equipment and services proposed in the Contractor's proposal or final proposal revision fulfills the requirement for prior approval.
- b. Should additional subcontracting (beyond those subcontracts included in the contractor's proposal and/or best and final offer which was accepted by USAID through award of this contract) become necessary, the contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). The contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled, "Subcontracts" (FAR 52.244-2).

H.16 GOVERNMENT PROPERTY

With respect to nonexpendable equipment purchased by the Contractor hereunder, the contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-01) "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70), and Title To and Care of Property" (AIDAR 752-245-71).

H.17 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012) (Class Deviation No. OAA-DEV-12-01c)

(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.18 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 937 (U.S., Macedonia and developing countries other than advanced developing countries, and excluding prohibited sources)

END of Section H

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for a full text of a clause. Also, the full text of a solicitation clauses may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> and www.usaid.gov.

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	DEC 2007
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APL 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987

52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION AUG 2012

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern. “Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment

of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

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

Except for data contained on pages **TBD**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated TBD upon which this contract is based.

I.6 52.232-25 PROMPT PAYMENT (OCT 2008)

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

(a) Invoice payments—

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in

accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I.7 52.244-2 SUBCONTRACTS OCT 2010

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

I.8 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.9 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://www.acquisition.gov/far/>

I.10 AIDAR 742.1170-4 PROGRESS REPORTING REQUIREMENTS AND CONTRACT CLAUSE

(a) When the requiring office needs information on contract performance status on a regular basis, the contracting officer may require the contractor to submit periodic progress reports, tailored to address specific contract requirements but limited to only that information essential to USAID's needs in monitoring the contractor's progress.

(b) Because the Contracting Officer's Representative (COR) is the individual most familiar with the contractor's performance, the contractor must submit the progress reports directly to the Contracting Officer's Representative (COR). The COR must review the reports and advise the contracting officer, in writing, of any recommended action, including any action needed to address potential or actual delays in performance. The COR must so advise the contracting officer in sufficient time, typically thirty days, for him or her to take any action that the contracting officer determines is appropriate. The requirements of this paragraph do not relieve the contractor of notification requirements identified elsewhere in the contract.

(c) The contracting officer must insert the clause at 752.242-70, Periodic Progress Reports, in solicitations and contracts that require progress reporting, as specified in this section. The contracting officer must include specific reporting instructions in the Schedule.

I.11 AIDAR 752.7016 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

(b) *Prohibition on Abortion-Related Activities.*

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

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

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

I.12 752.7019 PARTICIPANT TRAINING (JAN 1999)

(a) Definitions.

(1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200> .

(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5.

Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict> . U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website: www.policyworks.gov).

I.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.14 APPROVAL OF CONTRACT (DEC 1989)

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

(End of clause)

END of Section I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment No.	Title
1	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
2	COST/PRICE EVALUATION MATRIX
3	Branding Implementation Plan Template
4	Marking Plan Template
5	List of Reference Materials
6	List of Acronyms

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2012)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
(2) The small business size standard is USD\$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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vi) 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.
(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(viii) 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.
(ix) 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.

- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.
- (xx) 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) [52.223-13](#), Certification of Toxic Chemical Release Reporting.
 - ___ (vii) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
 - ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <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.

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.

(End of provision)

K.2 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 (FAPIS) 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 at <http://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked "Yes" above, the Offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.5 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

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

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the

Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.233-2 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:

Hand-Carried or Mailing Address:

U.S. Agency for International Development
Attn: Gerald Smith and R. Brian Aaron

Regional Contracting Office
Aeberia, Ismail Qemali Str. House 1
10000 Pristina
Kosovo

(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.acquisition.gov/far/> AND www.usaid.gov

L.5 GENERAL INSTRUCTIONS TO OFFERORS

The Offeror must submit the proposal as instructed below:

(a) If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section **L** of this RFP. Offerors should carefully review and consider Section **L** - Instructions to Offerors, also, Section **M** - Evaluation Factors for Award. The complete submission of all requested items shall constitute the offer. Failure to provide all required submissions could lead to rejection of your organization's offer. Failure or refusal to assent to any of the terms and conditions of this solicitation, imposition of additional conditions or any material omission may constitute a deficiency, which shall make the proposal unacceptable, thereby eliminating the proposal from further consideration. Sections **B** through **I** of the solicitation will become the contract with blanks completed by the Contracting Officer.

(b) Offerors shall pay careful attention to, and complete in full, RFP Section **K** - Representations, Certifications and Acknowledgements. Offerors are expected to comply with FAR Clause 52.204-7, Central Contractor Registration and complete the annual representations and certifications electronically via the Online Representations and Certifications Applications website at <https://orca.bpn.gov/>.

(c) Proposals shall be prepared in two separate parts. The Technical Proposal shall address technical aspects only, while the Business (Cost) Proposal shall present the costs and addresses related issues such as responsibility.

(d) Proposals must be signed by an official who is authorized to legally bind the organization.

(e) The Technical and Business Proposals are to be submitted electronically, via e-mail to Ms. Szidonia Szekeres at: sszekeres@usaid.gov and Mr. Florentin Emini at FEmini@usaid.gov. Electronic e-mail attachments formatted in Microsoft Word, Excel, or Adobe Acrobat Portable Document Format (.doc, .xls or .pdf file) with a 2MB limit per e-mail shall be submitted. Multiple e-mails may be sent to accommodate the proposal size and content, but each must contain very clear identification of the attachment and instructions for assembling the proposal. Zipped files, however, will not be accepted. Each email must contain a subject line, which clearly indicates the name of the Offeror and the solicitation number (i.e. sample subject line: "ABCD, Inc – Industrial Management Project - Technical Proposal (or Cost Proposal) - RFP No. SOL-165-12-000005").

(f) In addition to the electronic submission via email, Offerors shall submit **one (1)** original paper and a CD containing soft copy (.doc or .pdf file) of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this RFP, and shall submit **one(1)** original paper copy and a CD containing a soft copy (.xls or .pdf file) of their Business Proposal separately in a sealed envelope indicating that it is in response to this RFP and contains cost information.

(g) Either the electronic or hard copy of the Technical and Business Proposals must be received by the closing date and time stated on the cover letter of this solicitation. If you submit your proposal electronically by the closing date and time of this RFP, please also deliver one hard copy as soon as practicable thereafter.

(h) Physical proposals, and modifications thereto, in addition to the electronic submission via email, shall be submitted in sealed envelopes with the name and address of the Offeror and the RFP number inscribed thereon to:

DESIGNATED OFFICE:

U.S. Agency for International Development
Attn: Mr. Florentin Emini
Regional Contracting Office
Aeberia, Ismail Qemali Str. House 1
10000 Pristina
Kosovo
Telephone: 381 38 5959 2142

Physical proposals may be sent by international air courier or by international mail at the designated place. If your firm utilize the services of an independent agent in Pristina to deliver proposals, please be certain they understands that additional time may be needed to allow for security review of any packages and that the closing date and time are firm. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly and are advised not to send their proposal via diplomatic pouch. Any proposal not received in the designated office via email or to the address listed below by the closing date and time will be processed as late. Delivery to the post office or air courier representative does not constitute meeting the statutory requirement that proposals are received timely at the designated office. For purposes of recording the official receipt of proposals, the date/time stamp by the Regional Contracting Office Kosovo will govern.

(i) Submission of Alternate Proposals

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

(j) 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.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The length on the Technical Proposal is limited to 35 pages; any pages over the 35 page limit shall not be evaluated. The page limit is 20 pages for the sections describing the Technical Approach and Staffing Plan, and the page limit is 15 pages for the section describing Technical Experience, totaling 35 pages. There is no page limit for the section describing past performance and key personnel resumes, letters and references.

The text shall be written in English and typed in standard 8 ½"x11" paper size, single spaced, one inch margins, Times New Roman, 12 point font, with each page numbered consecutively. Items such as cover pages, dividers, table of

contents, and annexes (i.e. commitment letters, resumes, SF 294s) are not included in the 35 page limitation. **Any pages exceeding the above limitations will not be read or evaluated.**

Please describe your organization's technical approach to this project by responding to the questions below.

L.6.1. TECHNICAL APPROACH

The technical approach and the staffing plan section of the technical proposal should not exceed 20 pages. Attachments, such as the work plan, performance management plan and the CVs of key personnel, references to not count toward this page limit.

The technical proposal shall provide a full description of the proposed approach that demonstrates how the offeror intends to achieve the expected results. The narrative must set forth the offeror's strategy, conceptual approach and methodology directly addressing the objectives identified in the SOW.

The technical approach shall demonstrate the soundness, cost-effectiveness and appropriateness of the proposed development model for the Macedonian circumstances; the impact of the proposed approach in similar environments and its superiority over other potential approaches. Offeror is encouraged to propose innovative ideas and methodologies.

The technical approach shall identify the risks and challenges in implementation of each of the proposed components and propose strategies to overcome them.

The technical approach shall describe the manner in which additional local partners are proposed to be engaged in project implementation, which at the same time receiving capacity building assistance.

The technical approach shall present the following information in a clear, logical and technically sound manner:

- A. Conceptual framework for how the assistance will be implemented, managed, and sequenced as well as proposed coordination with key stakeholders.
- B. Proposed activities and expected results and milestones for deliverables with an associated payment schedule for each component as required by Section C, IV.DETAILED WORK REQUIREMENTS. The proposed approach should be set forth clearly and precisely for review and evaluation and incorporation into the contract Statement of Work.
- C. Initial general workplan for the full life of the project and a more detailed workplan for the first year. This workplan will be further refined and finalized after the award of the contract. The workplan should also address the following items:
 - a. Rationale and prioritization of industries to engage in this project
 - b. Rationale and recommendations for industry associations to partner with in this project
 - c. Recommended selection criteria and background information for prioritizing companies for demonstration projects
 - d. Proposed approach for obtaining stakeholder support in each project component
 - e. Proposed approach for ensuring project sustainability
- D. Preliminary Monitoring and Evaluation Plan (PMP) that explains how the contractor proposes to monitor the program and assess program impact using both quantitative and qualitative indicators. This should also address a method for timely and efficient collection of data and assurances for data quality. The PMP should include both customized project indicators and those that are relevant from USAID's standard indicator reference list.
- E. A sustainability plan which demonstrates clearly and convincingly how the contractor or other stakeholders will promote energy management after the project ends.

L.6.2. STAFFING PLAN

The proposal shall include a staffing plan, including specific position titles, job descriptions and anticipated level of effort. The staffing plan should relate directly to the approach, strategy and interventions proposed. The offeror shall propose candidates only for key personnel positions with their corresponding biographical data and job descriptions. (See list of Key Personnel below). For the remaining positions the offeror should present an organizational chart with the position titles, their roles and responsibilities, but no names of potential candidates. The staffing plan shall include a summary level of effort chart to present the effort (days/hours) for each labor category in each respective years of the base and option periods.

It is anticipated that the implementation of this project should rely to a very large extent on senior Macedonian staff for both management and technical positions. The offeror should explain what criteria they will use to select local project staff for management and technical positions.

Short-term Advisors

Short-term expatriate advisors may be necessary, particularly from within the region. However, it is not envisioned that this activity would require a significant level of effort for expatriate advisors, in light of the talent pool of Macedonians available for short-term assignments. The offeror will need to demonstrate access to pool of expat and local consultants with specific expertise such as energy management and energy efficiency, industrial process controls, workforce development, environmental compliance, business service development, etc. that will be called upon as needed to meet the project's objectives.

The staffing plan shall include an illustrative list of functions that shall be performed by project's local partner organizations and the type of personnel and level of efforts are they expected to allocate for performance of these functions. As noted in the statement of work, the offeror is expected to train at least two local organizations to assist in the installation, operation, and maintenance of energy management systems and subcontract these organizations on at least two pilot projects each.

L.6.3 INSTRUCTIONS REGARDING KEY PERSONNEL

Key personnel for the basic contract are those individuals whose performance is critical to the success of the contract. As a part of the overall staffing plan, offerors shall identify individuals proposed for key positions, explain why that candidate is qualified to perform the job and what special qualities they bring to the table. A resume must be submitted as an attachment detailing the requisite qualifications and experience of the individual and references with contact information. Each résumé shall be accompanied by a SIGNED letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which corresponds to the levels set forth in the cost proposal. Offerors shall also submit three (3) references of professional contacts within the last 3 years, with complete and current contact information and email addresses, for each proposed candidate. (The local candidates do not have to sign statements for exclusive engagement with the particular offeror.)

The Contractor shall include the following positions as key personnel:

- 1) **Local Chief of Party**
- 2) **Energy Management Specialist**

USAID reserves the right to interview any key personnel prior to placement in Macedonia.

Illustrative Qualifications:

- 1) **Local Chief of Party (COP)**

The COP shall be a resident of Macedonia and act as the primary point of contact with USAID Macedonia with regard to day-to-day implementation and management matters relating to the contract. This expert will also have overall responsibility for assuring that all assistance provided under the contract, whether by long or short-term experts or others (regardless whether they are US, Third Country National or Cooperating Country National), is technically sound and appropriate for the needs to be addressed; and for adequately managing and supervising the work of the program and all the experts provided under the contract. (These experts will, however, closely integrate and coordinate their activities under the contract and will mutually support each other, as necessary, to assure that all assistance activities under the contract are carried out effectively and in a timely manner.) The COP shall have overall responsibility for ensuring quality control, the appropriateness and overall responsiveness of all assistance provided under the contract. He/she shall be able to provide guidance and direction as to team building and participatory management. The desired qualifications and experience for the COP are:

Experience: at 7-10 years of progressively responsible experience with international development projects in one or more of the areas of energy management/energy efficiency, facilitating foreign direct investment, and public private dialogue. Must have proven management experience and demonstrated work experience with the private sector.

Education: A university degree (preferably post-graduate) related to engineering, environment, law or public policy, business administration, economics or comparable fields of study.

Required Skills:

- Proven excellent communication skills written and oral in English and Macedonian
- In-depth knowledge of the concepts, principles, techniques, and practices of a professional field directly related to energy programs.
- Computer literacy in word processing, spreadsheet, presentation programs, email, and the internet, and the ability to learn workplace specific programs for payroll, travel, and project management.
- Ability to manage resources effectively and efficiently (staff, equipment, and budgets).
- Proven ability to work across disciplines related to private sector competitiveness.

Desired Skills:

- Knowledge of USAID policies, regulations, methodologies, and documentation.
- Good knowledge of the Macedonia economic and political development.

2) Energy Management Specialist

The Energy management Specialist is the second full time position on the project. He/she shall also be a resident of Macedonia and act as the primary technical expert responsible for the identification/ selection, development and implementation of the demonstration projects, the energy efficiency project preparation. He/she shall also be the primary contact for the energy service providers' industry representatives that may act as potential implementers of the project activities.

Experience: At least 5 years of experience in mechanical/electrical maintenance and/or repairs on commercial or industrial HVAC equipment, including pneumatic, electronic, direct digital control troubleshooting, calibrating, servicing, and programming

Education: A university (bachelor's) degree in engineering or a related field plus two years of experience. An equivalent combination of education and/or experience may be substituted for the degree requirement.

Required Skills:

- Must be a self-starter with supervisory abilities,
- have good communication and computer skills,

- Must have full understanding of performing complex mechanical and electronic control maintenance and repair work.

Desired Skill:

- Good knowledge of the Macedonian economic and political development

L.6.4. CORPORATE EXPERIENCE

The Offeror (including all partners of a joint venture) shall provide a description of their experience relating to the activities in the Scope of Work, highlighting the following areas:

A. ISO 50001 Training and Energy Management Capacity Building Experience

- Experience promoting energy management practices and working with industry associations as well as government and non-governmental organizations.
- Experience providing training on ISO 50001 and developing ISO 50001 training materials or related experience in other energy management and energy efficiency best practices. Descriptions should include samples of developed course and/or workshop materials in addition to explanations of the audience and how training success was measured.

B. Data Collection and Monitoring

- Experience collecting and monitoring energy data, including description of systems and procedures developed for collecting data.
- Experience in the use of energy data for recommending and developing energy efficiency projects, including project financing.

C. Development of Energy Management and Efficiency Projects

- Experience developing energy efficiency projects, including a description of how financing was obtained. Describe project location, size, cost, and energy savings achieved.
- Experience working with different finance institutions and project financing models.
- Experience working with subcontractors.

D. Report Writing Experience and Project Coordination

- Experience preparing technical reports in English. Please attach a sample report.
- Experience working with diverse stakeholders and ensuring transparent and close coordination and project management. This new project will require substantial coordination efforts between multiple ministries, private sector partners, donors, and among USAID projects.

E. Annexes

- Energy management course outlines and materials.
- List of energy management and efficiency projects you have developed and a brief summary of the results achieved
- Sample reports you have prepared in English

The description of Corporate Experience is limited to 15 pages; any pages over the 15 page limit shall not be evaluated. The text shall be written in English and typed in standard 8 ½"x11" paper size, single spaced, one inch margins, Times New Roman, 12 point font, with each page numbered consecutively. Items such as cover pages, dividers, table of contents, and annexes (i.e. commitment letters, resumes, SF 294s) are not included in the 15 page limitation. **Any pages exceeding the above limitations will not be read or evaluated.**

L.6.5. Past Performance (See section M.2.IV)

The Offeror (including all partners of a joint venture) must provide past performance information for itself and each major subcontractor (defined as entity whose proposed costs exceeds 10% of the Offeror's total proposed cost) in accordance with the following:

For the prime Offeror and each major subcontractor:

List in an annex to the technical proposal **five** of the most recent and relevant contracts for efforts similar to the work in the subject proposal. These contracts should best illustrate the Offeror's (and subcontractors') current qualifications for all areas described in the scope of work, and the results achieved. The most relevant indicators of performance are contracts of similar size, type of work, scope of work, and complexity/diversity of tasks and currency of the performance. . It should be clear whether the work by the Offeror was done as a prime Contractor or a subcontractor.

Provide for each of the contracts listed above a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. The Offeror (and/or subcontractors) shall provide the following information regarding past performance on up to five similar projects:

Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

(USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it)

If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The cost proposal shall be submitted separate than from the technical proposal. While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement. Provide detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness.

The cost proposal at a minimum shall contain the following, for the four-year period:

1. **Standard Form (SF) 33:** Offerors must submit the cover page (Section A) of this solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.
2. **Completed Section K,** Representations, Certificates and Other Statements of Offerors: See Section K above and submit on line at: <https://orca.bpn.gov> (for the prime Offeror and each subcontractor).

3. **Disclosure of Lobbying Activities, SF-LLL:** See attachment 2; also at: <http://www.usaid.gov/forms/sflllin.pdf> (for the prime Offeror and each proposed subcontractor).
4. **Cost Matrixes:** See Attachment 4, and **follow the stated instructions.**
5. **If the Offeror is a joint venture or partnership,** (see FAR Subpart 9.6) for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed; and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the various approvals and possible revisions under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.
6. **Audited balance sheet and profit and loss statement for the past three years (2009-2011) for the Offeror and each proposed subcontractor.**
7. **Evidence of Responsibility:** The Offeror and each subcontract must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Sub- section 9.104-1. If the Offeror fails to submit sufficient evidence, the Contracting Officer to make an affirmative determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime Offerors should seriously address each element of responsibility. To this end, the Offeror must demonstrate that it:
 - i. Has adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
 - ii. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
 - iii. Has a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
 - iv. Has a satisfactory record of integrity and business ethics;
 - v. Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a)); and
 - vi. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.). The information stated above in this section regarding responsibility shall be included for each subcontractor. Each subcontractor must be responsible in order to receive a subcontract.
8. **Subcontractors Information:** This Part shall contain all subcontractor(s) information as set forth below. A tab or colored divider sheet shall separate each element of subcontractor(s) information, as well as each subcontractor. Each page shall have the subcontractor's name clearly marked. At a minimum, this section must include:
 - a. A letter of commitment on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically states the following:
 - (i) The subcontractor's agreement to be included in the Offeror's proposed teaming arrangement; and
 - (ii) Discussion and agreement on type(s) of subcontract(s) to be used, terms and conditions, and approximate percentage of each type of work to be subcontracted.
 - b. Information to Support Consent to Subcontractors.
 - c. The Offeror must address (in negotiation memorandum) each of the elements in FAR 44.202-2 and FAR 52.244-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS

In accordance with Section D of this solicitation, Offeror(s) should submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal. **The BIP and MP will not be a part of the technical evaluation.** Offerors must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the proposed project.

The successful Offeror will submit detailed Branding Implementation Plan (BIP) and a Marking Plan (MP) not later than thirty (30) days after the contract start date. The approved plans will be incorporated into the Contract.

Branding Implementation Plan (BIP):

A Branding Implementation Plan must be developed by the successful Offeror. It shall describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from the American people. Offerors are encouraged to use the Branding Implementation Plan Template in Attachment 3.

More specifically, Branding Implementation Plan must address the following:

1. How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in Macedonia and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP):

Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the identity USAID. Where applicable, a host-country symbol or ministry logo may be added.

Except for the manufacturer’s trademark on a commercial item, *the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications.* Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors’ offices, vehicles, and other non-deliverable items. Offerors are encouraged to use the marking Plan Template in Attachment 4.

END of Section L

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 GENERAL EVALUATION INFORMATION**

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract awards to the responsible Offeror whose proposal represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be scored by a Technical Evaluation Committee (TEC) using the evaluation factors described in this section. The TEC may include representatives from other donors or the host government, who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors, when combined, are considered significantly more important than cost/price factors.

M.2 EVALUATION CRITERIA

Technical applications will be evaluated according to the following criteria. The relative importance of each criterion is indicated by the number of points assigned; a total of **100** points is possible. Offerors should note that these criteria serve to: (1) identify the significant subjects which Offerors should address in their proposal and (2) set the standard against which all proposals will be evaluated.

I. Technical Approach (30 points)

The Technical Approach will be evaluated based on the following considerations:

- Extent to which the proposed technical approach directly addresses the objectives identified in the SOW.
- The soundness, innovativeness, cost-effectiveness and appropriateness of the proposed development model for the Macedonian circumstances.
- Demonstrated impact of the proposed approach in similar environments and its superiority over other potential approaches.
- Identified potential risks and challenges in implementation of each of the proposed components and proposed strategies to overcome them.
- The extent to which the initial workplan and proposed activities, the monitoring and evaluation plan and expected results are presented in a clear, logical, technically sound manner.
- The manner in which additional local partners are proposed to be engaged in project implementation, while at the same time receiving capacity building assistance.
- Special emphasis will be placed on proposals that demonstrate a clear and convincing sustainability plan to continue promoting energy management after the project ends.

II. Key Personnel and Staffing Plan(35points)

Extent to which the staffing plan is appropriate for implementing each task including the qualifications of the proposed key personnel. [See Section L.6.3 on illustrative qualification requirements of key personnel.]

III. Corporate Experience (25points)

Extent to which the Offeror has the technical experience to achieve the desired project results. Extent to which the Offeror responds to requested areas of experience in Section L.6.4, ‘CORPORATE EXPERIENCE’.

IV. Past Performance (10 points) [See Section L.6.5]

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.6.3 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

(b) If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.

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

(d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

(1) Quality of product or service, including consistency in meeting goals and targets:

(2) Cost control, including forecasting costs as well as accuracy in financial reporting:

(3) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks:

(4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements:

(5) Customer satisfaction with performance, including end user or beneficiary wherever possible:

(6) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified:

(7) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint venturers, and in other teaming arrangements:

(f) In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points*. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.3 COST PROPOSAL EVALUATION

Evaluation points are not awarded for cost. The review of the cost proposal shall include a price analysis and cost realism analysis. Cost realism analysis will determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of work, and the Offeror's ability to perform the contract. These will consist of a

review of the cost portion of an Offeror's proposal to determine if the overall level of effort and costs proposed are reasonable and realistic for the work to be performed, if the costs reflect the Offeror's understandings of the requirements, and if the costs are consistent with the technical proposal.

Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Overall cost control evidenced by proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
- Total resource allocation for programmatic interventions.

Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered significantly more important than cost relative to deciding whom best might perform the work. Therefore, after the final evaluation of the proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that total cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases.

M.4 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of Offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the technical factors and cost evaluation (FAR 15.306(c)) presented in this section. A competitive range determination (if necessary) may take place at any point in the evaluation process.

(b) If the Contracting Officer determines that discussions are necessary, a competitive range composed of only the most highly rated proposals will be established. In accordance with FAR 52.215-1(f), the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. If that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(c) The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers. This could possibly result in a competitive range of one.

M.6 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

END of Section M

ATTACHMENTS

ATTACHMENT 1- DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

ATTACHMENT 2 – COST MATRIX

COST MATRIX

(This cost matrix will be used for the purpose of evaluating cost for the award of the contract and to establish a payment schedule based on completion of proposed milestones)

I. Offerors shall use the below cost matrix to submit:

- (a) One summary matrix for the three-year base period and one-year option period of the project including all milestones.
- (b) One matrix for the prime’s costs for the three-year base period and one-year option period reflecting milestones and the estimated price of each milestone and cost categories within each milestone.

Cost Element	\$ Amount Years 1-3	\$ Amount Year 4
Labor/Salaries		
Fringe Benefits		
Consultants		
International travel		
In-country travel		
Training Expenses		
Equipment & Supplies		
Other Costs		
Subcontractors		
Total Contract Price		

Cost Element	\$ Amount Years 1-3	\$ Amount Year 4
Milestone 1		
Labor/Salaries		
Fringe Benefits		
Consultants		
International travel		
In-country travel		
Training Expenses		
Equipment & Supplies		
Other Costs		
Subcontractors		
Total Milestone Price		
Milestone 2		
Labor/Salaries		
Fringe Benefits		
Consultants	Consultants	Consultants
International travel		

In-country travel		
Training Expenses		
Equipment & Supplies	*	
Other Costs		
Subcontractors		
Total Milestone Price		
Milestone 3. etc		

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752- 7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the Offeror's normal travel policies, and may refer to the Federal Standardized Travel Regulations for cost estimates.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors’ use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease. A list of proposed non-expendable property purchases shall be submitted. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased. The Offeror should include a detailed procurement plan for equipment to be purchased under this contract containing explicit information on how procurements will be accomplished. Equipment procurement under this contract is subject to the contract clause entitled “Title to and Care of Property” (AIDAR 752.245-71).

Subcontracts/Consultants: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable. Sufficient Information to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.

Other Direct Costs: This line includes all costs that do not fall under the other categories. Offeror shall list in a footnote what types of expenses are included in this category.

1/ The regulatory references provided for each line item are initial ones that provide an introductory definition for these particular cost items, and are not intended to be a complete list of applicable regulations or policies. Also, the regulatory references assume cost-reimbursement contract types, and may vary or differ in their applicability given other types of contracts.

**ATTACHMENT 3 - BRANDING IMPLEMENTATION PLAN
FOR THE USAID/MACEDONIA INDUSTRIAL MANAGEMENT PROJECT (TEMPLATE)
RFP No. SOL-165-12-000005**

With reference to Section 320.3.2.2 of ADS 320, below is the required Branding Implementation Plan:

1.0 HOW TO INCORPORATE THE MESSAGE

_____ will use full branding and the USAID identity “From the American People” on materials and communications directed towards beneficiaries. The message “From the American People” will be incorporated into communications and materials directed towards beneficiaries by _____.

2.0 HOW TO PUBLICIZE THE PROGRAM

_____ will be publicized in Macedonia by _____.

2.1 AUDIENCES

Subject to approval by USAID, the _____ project has the following target audiences with whom it will promote and publicize USAID sponsorship:

2.1.1 Primary audience:

2.1.2 Secondary audience:

2.2 MESSAGES

In all materials and events the project will be branded as from USAID and prepared by _____ as part of the _____ project. As such, all materials will acknowledge that they were produced with support “from the American people.” In cases where a local language predominates above English, the appropriate translation into the local language will be used in branding the program.

Additional ideas to increase awareness that the American people support this program are:

The _____ project will follow specific procedures for including the Branding Implementation Plan requirements as stated in the mandatory internal reference Branding and Marking in USAID Direct Contracting in the Automated Directives System, Chapter 320.

2.3 TOOLS

The following communication tools will be used: **CHANGE AS NEEDED**

Press releases	Yes / No / N/A
Press conferences	Yes / No / N/A
Media interviews	Yes / No / N/A
Site visits	Yes / No / N/A
Success stories	Yes / No / N/A
Beneficiary testimonials	Yes / No / N/A
Professional photography	Yes / No / N/A
PSAs	Yes / No / N/A

Videos	Yes / No / N/A
Webcasts, e-invitations, blast e-mails, or other internet activities	Yes / No / N/A

4.0 KEY MILESTONES AND OPPORTUNITIES

The following key milestones are anticipated to generate awareness that the program is “from the American people”:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

(These milestones may be linked to specific points in time, such as at the beginning or end of a program, or to an opportunity to showcase reports or other materials. These include, but are not limited to:

- launching the program, announcing research findings,
- publishing reports or studies,
- spotlighting trends,
- highlighting success stories,
- featuring beneficiaries as spokespeople,
- showcasing before-and-after photographs,
- marketing agricultural products or locally produced crafts or goods,
- securing endorsements from ministry or local organizations,
- promoting final or interim reports, and communicating program impact/overall results)

6.0 ACKNOWLEDGEMENTS

6.1 ACKNOWLEDGING USAID

The following acknowledgment will be included on external USAID _____ project publications and internal publications, such as quarterly reports, as appropriate:

This document was produced for review by the United States Agency for International Development. It was prepared by _____ for the USAID/_____ Project, contract number _____.

6.2 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

All _____ documents will follow USAID Branding Guidelines. If during the course of this program other major sponsors are involved, we will advise the CTO of their involvement and request permission to include them as necessary.

6.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS

Co-branding with civil society groups will occur when these organizations have contributed funds to the activity. Co-branding with in-country partners may also be desirable when trying to promote local ownership and capacity building. However, when products are fully funded by USAID, CO approval is required for any exceptions to full branding requirements.

6.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS

In such cases, the guidelines for co-branding will be followed, assuming the funding contributed is more than a token amount.

**ATTACHMENT 4 - MARKING PLAN FOR THE USAID/ MACEDONIA INDUSTRIAL MANAGEMENT
PROJECT (TEMPLATE)
RFP NO. SOL-165-12-000005**

██████████ acknowledges that it is USAID’s policy that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added. Except for the manufacturer’s trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications.

With reference to Section 320.3.2.3 of ADS 320, below is the required Marking Plan:

1.0 MARKING

1.1 MARKING PLAN FOR MATERIALS TO BE PRODUCED

Table 1 outlines the types of materials that may be produced under the USAID ██████████ project. Any materials that are not anticipated below, but are produced under the initiative, will also be subject to branding guidelines and CO approval, as appropriate. Please note that marking is not required on items used as part of the administration of the contract, such as stationery products, equipment, and offices. The goal is to mark programs and projects, and not implementing partners. Thus, letterhead, name tags, business cards, equipment, and supplies are not subject to branding.

Every contract deliverable that is marked with the USAID identity for the ██████████ project will follow design guidance for color, type, and layout in the *Graphic Standards Manual* as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials). The USAID Identity will be used for programmatic correspondence. ██████████ letterhead will be used for administrative matters and will not have the USAID logo. Business cards will not show the USAID Identity. Contractor business cards **will / will not** include the wording “USAID Contractor.”

Marking Plan for the USAID/ Macedonia Industrial Management Project

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Administrative		
Stationery products (administrative Business)	USAID standard graphic identity will not be used.	Pertains to letterhead, envelopes, and mailing labels
Stationery products (program related)	USAID standard graphic identity will be used.	Pertains to letters that accompany program materials
Business cards	USAID standard graphic identity will not be used on business cards. The contractor should use its own business cards but include the line "[redacted] project" on the business card. Contractor business cards will / will not include the wording "USAID Contractor."	
Commodities and Equipment		
Commodities	USAID Identity will be used	
Equipment	USAID Identity will be used	
Export Packaging	USAID Identity will be used	
Program, project, and activity sites		
Office signs	USAID standard graphic identity will be used to mark project offices. The contractor will follow the US Embassy / Macedonia signage templates.	Contractors must state when signage will be up and when it will be removed.
Visible infrastructure projects (roads, bridges, buildings, etc)	USAID standard graphic identity will be used to mark Visible infrastructure projects (roads, bridges, buildings, etc). The contractor will follow the US Embassy / Macedonia signage templates.	Contractors must state when signage will be up and when it will be removed.
Temporary signs	USAID standard graphic identity will be used to mark temporary signs. The contractor will follow the US Embassy / Macedonia signage templates.	Contractors must state when signage will be up and when it will be removed.
Permanent Plaque	USAID standard graphic identity will be used to mark permanent plaque.	
Public Communication that are print products		
Publications, reports, research results, studies, and evaluations.	The USAID identity will be printed on the cover of document. The design will follow guidelines for full branding.	
Brochures, leaflets, informational, and promotional materials		
Folders		

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Success Stories		
Posters		
Banners and signs		
Print PSAs, newspaper supplements and other paid placements such as advertorials		
Advertisements about program events / activities		
Training manuals, workbooks, and guides.		
Press releases, fact sheets, media advisories	Contractors will use the US Embassy / Macedonia template for press releases.	
Letterhead used for program-related purposes (invitations to events etc not for contractor admin purposes)		
Public communications that are audio, visual, or electronic		
Web sites		
Videos		
CDs and DVDs		
TV PSAs		
PowerPoint and other program related presentations		
Mass distribution electronic mail sent for program purposes (such as invitations to training events or other widely attended program related gatherings)		
Radio PSAs	Will include an audio tag, such as, “made possible by USAID: From the American People”	
Events		
Training Courses	The USAID identity will prominently displayed	

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Conferences	The USAID identity will prominently displayed	
Seminars	The USAID identity will prominently displayed	
Briefings	The USAID identity will prominently displayed	
Exhibitions	The USAID identity will prominently displayed	
Fairs	The USAID identity will prominently displayed	
Workshops	The USAID identity will prominently displayed	
Press Conferences	The USAID identity will prominently displayed	
Invitations, press releases, publicity, media materials, presentations and handouts associated with events		

All Studies, reports, publications, Web sites, and all informational and promotional products not authored, reviewed, or edited by USAID will contain a provision substantially as follows:

This study/report/Web site (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID.) The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.

Grants under contracts, when authorized in accordance with ADS 302, "USAID Direct Contracting" will be branded and marked like grants, and the policy directives and required procedures for branding and marking of assistance awards in section 320.3.3, and 22 CFR 226.91, apply. The contractor acknowledges that it is responsible for including branding and marking requirements for these grants in its BIP and MP, as part of its overall responsibility for managing grants under its contract.

ATTACHMENT 5 - LIST OF REFERENCE MATERIALS for the Competitiveness through Clean Energy Investment - Industrial Management Project

1. USAID Macedonia Mission Strategy 2011 – 2015
2. USAID Macedonia Energy Efficiency and Renewable Energy Assessment – 2009
3. Macedonia Competitiveness Through Clean Energy Investment Initial Environmental Evaluation (DCN: 2011-MAC-017)
4. Energy Efficiency and Renewable Energy Improvement Roadmap
5. Macedonia Competitiveness Project – Draft Final Report
6. Environmental Report Template
7. Site Specific Environmental Compliance Plan and Record of Compliance Templates

The Reference Materials for the potential bidders are posted on USAID Macedonia website.
Link: <http://macedonia.usaid.gov>

ATTACHMENT 6 - LIST OF ACRONYMS

ACRONYMS

BEO	The Europe and Eurasia Bureau Environmental OFFICER
CO	Contracting Officer
COR	Contracting Officers Representative
EA	Environmental Assessment
EC-LEDS	Enhancing Capacity for Low Emissions Development Strategies
ECP	Environmental Compliance Plan
EFFECT	Energy Forecasting Framework and Emissions Consensus Tool
EMMP	environmental mitigation and monitoring plan
ER	environmental report
ESS	Environmental Scoping Statement
E3	USAID
FAO	United Nations Food and Agriculture Organization
FAR	Federal Acquisition Regulations
GHG	greenhouse gas
GEF	Global Environment Facility
GIS	Geographic Information Systems
GPG	Good Practice Guidance
GOM	Government of Macedonia
IEA	International Energy Agency
IFC	International Finance Corporation
IPCC	Intergovernmental Panel on Climate Change
LEDS	lowemission development strategies
LOCSEE	Low Carbon South East Europe Project
LUCF	Land-Use Change and Forestry
LWA	Leaders with Associate
MANU	MacedonianAcademy of Sciences and Arts
MEO	USAID/Macedonia Mission Environment Officer
MEPP	Ministry of Environment and Physical Planning
MOAFWE	Ministry of Agriculture, Forestry, and Water Economy
MRV	monitoring, reporting, and verifying
NAMAs	Nationally Appropriate Mitigation Actions
NARUC	National Association of Regulatory Utility Commissioners
NCSD	National Council for Sustainable Development
NREL	U.S. Department of Energy's National Renewable Energy Laboratory
NWGs	National Working Groups
OECD	Organization for Economic Co-operation and Development
PPA	power purchase agreements
RCO	Regional Contracting Office
SME	small and medium sized enterprises
UNDP	United Nations Development Program
UNFCCC	United Nations Framework Convention on Climate Change
UNIDO	United Nations Industrial Development Organization
WISDOM	Woodfuel Integrated Supply/Demand Overview Mapping
3NC	Third National Communication

END of Attachments