REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF 17 PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
SOL-165-12-000003	06/29/2012	REQ-165-12-000031		

5a. ISSUED BY
USAID Macedonia
Samoilova 21
1000
Skopje
Macedonia

6. DELIVERY BY *(Date)*

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

9. DESTINATION
a. NAME OF CONSIGNEE
USAID Macedonia
b. STREET ADDRESS
Samoilova 21
c. CITY
Skopje
d. STATE
e. ZIP CODE
1000

5b. FOR INFORMATION CALL: *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Rade Knezevic	+ 39	923-102203

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
07/25/2012 1400 LT

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	USAID Macedonia seeks a consultant to design and facilitate a sustainability workshop for local organizations that have been or are scheduled to be awarded USAID grants. Documentation related to this solicitation follows. SB Plan: NO				
0001	Design and facilitate a Sustainability Workshop for Local Organizations in Macedonia.				

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

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Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

USAID | MACEDONIA
FROM THE AMERICAN PEOPLE

June 29, 2012

USAID Macedonia
Samoilova, 21
1000 Skopje
Republic of Macedonia

SUBJECT: Request for Quotation for **Sustainability Workshop for Local Organizations**
RFQ Number: SOL-165-12-003

Dear Prospective Bidder:

USAID Macedonia invites interested bidders to submit quotation for **Sustainability Workshop for Local Organizations.**

This opportunity is open to all bidders, local and international.

Complete documentation related to this workshop solicitation follows below.

The **deadline** for the receipt of quotations is **1400 hours (local time) on July 25, 2012**. No quotations will be accepted after this time.

Please direct any questions regarding this solicitation in writing to **Rade Knezevic** at rknezevic@usaid.gov **no later than 1400 hours (local time) on July 13, 2012**. Questions must be submitted in English language.

The U.S. Government intends to award a Purchase Order to the bidder whose quote is deemed to be the most advantageous, i.e. best-valued.

On behalf of Andrew Posacki, Contracting Officer

Sincerely,
Rade Knezevic,
Procurement Agent

Request for Quotation
to perform
Sustainability Workshop for Local Organizations

I. OBJECTIVE

The United States Agency for International Development (USAID) in Macedonia seeks the services of a consultant to design and facilitate a sustainability workshop for local organizations that have been or are scheduled to be awarded USAID grants. The workshop must include the following:

- Rapid sustainability assessments of five to seven local non-profit organizations
- A three to four day training program for 10 to 15 participants representing five to seven local non-profit organizations
- Site visit to five to seven local non-profit organizations
- Total of 40 hours of individualized technical assistance divided among five to seven local non-profit organizations, up to 6-8 hours per organization.

The overall objective of the workshop is to equip key staff with knowledge of organizational sustainability principles that will enable them to refine their strategies and operations to lessen dependence on international donor funds without jeopardizing the organization's social mission. A key workshop output in support of this objective will be participant organizations' development or refinement of sustainability plans, to include development of additional income generating activities.

II. BACKGROUND

The following is a list and brief description of local organizations that will participate in the sustainability workshop:

1. **Business Start-Up Center in Bitola** was awarded a USAID grant in 2011 to implement the *Business Without Borders Project*. This activity aims to accelerate economic growth in the Pelagonia region by supporting start-up and existing MSEs, through a range of business development services, and by working on local economic development initiatives with the BSC-Bitola's business incubator and various public and private institutions. It is a three year project with a $1.3 million budget. www.bscbitola.org
2. **Center for Entrepreneurship and Executive Development (CEED)** was awarded a USAID grant in 2011 to implement the *Micro and Small Enterprise Project*. This activity will enhance economic growth and job creation by providing training, consulting, equity financing, and other business support services to 180 MSEs across four regions of Macedonia. It is a three year project with a $2 million budget. www.ceedmacedonia.org
3. **Rural Development Network** was awarded a USAID grant in 2012 to implement the *Adaptation to Climate Change in Agriculture Project*. This activity develops and disseminates affordable climate change adaptation technologies and practices in the agricultural sector by conducting comprehensive public awareness and outreach campaigns combined with capacity building programs tailored to the needs of farming operations. It is a three year project with a $1.4 million budget. www.ruralnet.mk
4. **MyCareer** is a non-profit organization established and supported by the USAID *Macedonia Competitiveness Project* in 2010. It provides internship and job placement

services for high school graduates, university students, university graduates, and other unemployed youth, as well as training, career counseling, and workforce development services to bridge the gap between the educational system and the skills required by the private sector. The Macedonia Competitiveness Project and thus its support to MyCareer ends in 2012. www.mojakariera.com.mk

5. **Innovation Center** is a non-profit organization established and supported by the USAID *Macedonia Competitiveness Project* in 2010. It provides support for individuals and companies in the adoption, adaptation and commercialization of innovation, with the goal of achieving sustainable economic growth and enhanced competitiveness of the Macedonian economy. The Macedonia Competitiveness Project and thus its support to the Innovation Center ends in 2012. www.i2b.org.mk

6. **Center for Civil Communications** was awarded a USAID grant in 2012 to implement the *Public Procurement Market Access for Microenterprises Project*. This activity increases MSE awareness of opportunities offered by the public procurement (PP) market, provides MSEs with the knowledge, skills, and abilities to participate more in government contracting, and works to streamline public procurement administrative procedures that inhibit MSE participation in government contracting. It is a three year project with a $575,000 budget. Two additional non-profit organizations, EHO and FOCUS, are implementing this project in partnership with the Center for Civil Communications. www.ccc.org.mk

III. PURPOSE

Through the proposed workshop, USAID aims to assist local partners to develop knowledge of organizational sustainability principles that will enable them to refine their strategies and operations to lessen dependence on international donor funds without jeopardizing their organizations' social mission. The primary output of the workshop in support of this goal, is a sustainability plan (either developed or revised during the workshop) for each participant, with a particular emphasis on developing additional income generating activities.

The following are illustrative topics to be addressed through the rapid sustainability assessments, training program, and technical assistance:

- Rapid Sustainability Assessment Illustrative Areas of Focus:
  - Income generating activities
  - Finances
  - Operations
  - Fundraising / Private donation sources
  - Communications / Marketing
  - Organizational Culture
  - Service Delivery

- Training Program and Technical Assistance Illustrative Areas of Focus:
  - Income generating activities
  - Entrepreneurial thinking
  - Program development
  - Social enterprise
  - Strategic marketing, branding, value and selling propositions

- Innovation
- Leadership
- Calculated risk taking
- Program costs, subsidies, and pricing schemes.
- Running a non-profit organization like a business without jeopardizing the mission.
- Strategic partnerships and scaling up
- Client retention and attraction
- Staffing organizations
- Advocacy at local, state, and national levels
- Associations for non-profit organizations

IV. STATEMENT OF WORK

The consultant will achieve the purpose outlined in section III by helping workshop participants develop sustainability plans (or refine existing sustainability plans) through the following activities:

1. Conduct rapid organizational assessments of five to seven local implementing partners in the USAID/Macedonia Economic Growth Office portfolio (including interviews with their Agreement Officer Representatives (AORs)) to determine training and technical assistance needs.

2. Propose methodology and agenda for the training based on the identified training needs.

3. Deliver the training for 10-15 participants. A fundamental component of this training should be participants' development or refinement of organizational sustainability plans. The development and delivery of the training content is the responsibility of the consultant. Adult learning methodologies and the experiential learning cycle should be taken into account in the design of sessions and exercises. Practical exercises that invoke critical thinking and offer participants the opportunity to address their specific organizations' issues are preferred (such as earned income strategies the organizations are already implementing, etc.). **The consultant should explore the option of using the training to build on the subsequent individual site visits and technical assistance.** Opportunities for sharing best practices amongst the participants should be explored and plenty of time for discussion amongst the participants should be interwoven into the training. It may also be beneficial to spotlight some of the organizations that are further along than others. These organizations may be willing to facilitate or lead sessions. On some occasions, USAID staff, such as the AORs, may be available to provide expert opinion and answer questions during sessions.

4. Conduct site visits and provide 40 hours of individualized technical assistance with interested organizations (likely five to seven organizations). Generally speaking, each organization should receive between four and eight hours of technical assistance. However, some organizations are further along the path to sustainability than others. Therefore, the consultant may vary the amount of time spent with each participant in accordance with the individual needs of the organization. This time should be used to provide technical assistance to the local organization on issues in support of the organization's sustainability plan. The technical assistance should be

determined prior to the site visit through the rapid sustainability assessments and time during the training program. Activities during the training, and subsequent recommendations or assignments, may be planned to provide a foundation for what the consultant and organization will work on during the site visit.

5. Produce a final report for each organization that includes the consultant's assessment and recommendations to finalize the sustainability plans.

6. Provide virtual support to each of the organizations that received site visits and technical assistance to help them finalize their sustainability plans. The consultant may use up to eight hours in total for virtual support for each organization. Virtual support must be completed within one month of the conclusion of the workshop.

7. Produce final report to USAID including participant evaluations of the training and site visit.

V. QUALIFICATIONS

The consultant should represent an organization with an overall mission focusing on capacity development of small to medium sized non-profit organizations. Experience working with organizations to help them implement sustainability strategies to lessen their dependence on donor funds is a must. However, preference will be given to consultants that, while in actual management positions with non-profits, led their organizations through the implementation of substantive sustainability strategies (e.g. creation of a social enterprise, development of earned income strategies, transformational changes to more entrepreneurial thinking, etc.) that led to significantly improved income diversification and less dependence on traditional donor funding while maintaining the integrity of the organization's core mission. Since several of the local partners participating in the workshop have missions focused on economic development, specifically in the areas of micro and small enterprise development, experience with non-profits focusing in these areas will also be looked upon favorably. The consultant's record should demonstrate an appreciation of diversity and inclusiveness.

VI. SCHEDULE, LOGISTICS AND DELIVERABLES

The workshop (training, site visits, and technical assistance) should take place in Macedonia on or about September 17, 2012 over two consecutive weeks. The contract is expected to be in place on or about August 17, 2012. A kick-off meeting between the consultant and USAID will take place (virtually) immediately after award of the contract.

Soon after the kick-off meeting, the contractor should perform rapid sustainability assessments of pre-selected participant organizations (approximately five to seven) and deliver brief reports identifying their strengths and weaknesses in operational sustainability. These assessments can be done virtually via email. Phone calls over land lines or with Skype are also possibilities.

Using the assessments as a baseline, the contractor should refine the content and design of the workshop (training program and technical assistance) and submit a detailed draft for USAID approval at least two weeks before the event.

The contractor may use up to, but no more than, forty-eight hours (six eight hour working days) for pre-arrival preparatory work on assessment tools, diagnostics, checklists, interviews, assessments, assessment analyses and reports, training program design, and other preparatory work as needed.

All participants in the workshop speak English. Therefore, all training materials, presentations, exercises and so forth should be in English.

The consultant will deliver the training over a three to four day period (Monday – Wednesday or Thursday). A mandatory output of the training program is a sustainability plan for each of the five to seven participating organizations. USAID will be responsible for all logistics related to the training venue, participant invitations, scheduling, and participant lodging while in Skopje.

After the training, the consultant will have one to two days to organize for the site visits. Site visits should begin no later than the Monday following the end of the training program and should last through Friday (40 hours of technical assistance equals one work week). During the site visits the contractor will work with each organization to delve deeper into issues that were identified in the rapid sustainability assessment and training and provide individualized technical assistance that could include, but is not limited to, topics such as those identified in section III above.

Within one week of the final site visit the contractor will provide a site visit report to each organization that includes the consultant's assessment and recommendations.

Within two weeks of the completion of the workshop the contractor will submit a final report to USAID including the training agenda, all presentations, handouts and materials, rapid sustainability assessments, site visit reports, and recommendations to USAID for further follow-up activities.

USAID will be responsible for all logistics concerning the venue, participant invitation, and site visit scheduling.

VII. PERIOD OF PERFORMANCE

The period of performance is expected to start o/a August 17, 2012 with the contract award and end o/a October 12, 2012, with submission of the final report.

VIII. PAYMENT

The payment against this order will be effected in a single installment after provision of required deliverables.

The payment shall be processed in $US by Electronic Fund Transfer (EFT), on the 30th day upon Contracting Officer's Representative (COR) certification that the services were delivered and accepted. The COR for this action shall be determined later, with the contract award.

IX. EVALUATION CRITERIA

1. Technical Evaluation Criteria

A technical evaluation committee, using the criteria shown in this Section, will score technical Quotes. The criteria set forth will serve as the basis for evaluating the technical Quotes. The various functional elements of the technical criteria are assigned weighted scores, so that the Bidders will know which areas require emphasis in the preparation of their Quotes. Where technical Quotes are considered essentially equal, cost may be determining factor. Bidders should note that these criteria:
(1) Serve as the standard against which all Quotes will be evaluated; and
(2) Serve to identify the significant matters which Bidders should address in their Quotes.

The relative importance of each criterion is indicated by the number of points assigned; a total of 100 points is possible.

The consultant will be evaluated on:

I. Proposed Methodology: **60 points total**

Methodology will be evaluated by the overall proposed content and design of the workshop (rapid sustainability assessments, training program, technical assistance) resulting in improved knowledge of sustainability strategies and the practical application of this knowledge through the development or revision of organizational sustainability plans. This will include, but not be limited to, facilitation/teaching techniques, a practical incorporation of sustainability planning, and rapid sustainability assessment and technical assistance diagnostics.

II. Past Experience **40 points total**

- Previous experience working with non-profit organizations to help them implement sustainability strategies to lessen their dependence on donor funds.
- Previous non-profit management experience leading an organization or team through the implementation of substantive sustainability strategies (e.g. creation of a social enterprise, development of earned income strategies, organizational change to more entrepreneurial thinking, etc.).
- Experience with designing training programs utilizing adult learning methodologies.
- Economic development experience, especially in the area of micro and small enterprise development.

2. Cost Evaluation

Cost has not been assigned a weight but will be evaluated for realism, reasonableness, allowability, allocability, and cost effectiveness. The pre-award evaluation of cost effectiveness will include an examination of the quote's budget detail to ensure it is a realistic

financial expression of the proposed project and does not contain estimated costs which may be unallocable, unreasonable or unallowable. Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a quote from consideration either on the basis that the bidder does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide a complete rationale and summary of the reduction by cost element. The burden of proof for credibility of proposed cost price rests with the bidder.
Affordability is the total estimated contract price compared to the projected budget for this program.

3. Basis of Award

This is a competitive, best value, source selection that will be conducted in accordance with the Federal Acquisition Regulation (FAR) 13.106-2. These regulations are available electronically at https://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

1.1. The Government will select the best overall offer, based upon an integrated assessment of *Proposed Methodology, Past Experience, and Cost/Price*. To be eligible for award, the bidder must be deemed responsible in accordance with FAR 9.104; meet all requirements of the solicitation; conform to all required terms and conditions; and include all required certifications.

1.2. The Government intends to award one and only one contract as a result of this solicitation and seeks to award to the bidder who gives the USAID the best value in meeting or exceeding the requirements. This may result in an award to a higher rated, higher priced bidder, where the decision is consistent with the evaluation factors and the Contracting Officer (CO) reasonably determines that the specific qualifications and experience or, Personnel qualities, or superior methodology of the higher priced bidder outweighs the cost difference. Proposals unrealistic in terms of technical, management, or price commitments will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements.

1.3. To arrive at a best value decision, the CO will assess each offer in accordance with the evaluation factors described below. The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

1.4. While the Government source selection evaluation team and the CO will strive for maximum objectivity, the source selection process by its nature is subjective. Therefore, professional judgment is implicit throughout the entire process.

X. ADDITIONAL INFORMATION

The development of sustainability plans is only as valuable as their implementation. As a result, approximately six months after the completion of the workshop, USAID Macedonia may offer a follow on workshop and on-site support for the same five to seven non-profit organizations designed to focus on sustainability plan implementation. The follow on

workshop and on-site work should not exceed one week in Macedonia. Bidders are encouraged (but not required) to submit follow-on proposals, including designs, methodologies and budget, in conjunction with this solicitation. The decision to fund the proposal for follow-on support will be made based on the availability of funds, contractor performance during the first workshop, proposed methodology, and cost effectiveness.

XI. ISTRUCTION TO BIDDERS

1. *Contract Award*

The Government intends to evaluate offers and award a contract without discussions with bidders. Therefore, the bidder's initial offer should contain the bidder's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

2. *Submission of Quotes*

Each bidder should submit a Quote of no more than 15 pages plus attachments, to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The name, address, and telephone number of the bidder;

(3) The consultant's background and qualifications as they pertain to this assignment;

(4) A thoroughly described workshop methodology;

(5) A detailed budget with clearly separated categories for direct labor, travel, and miscellaneous expenses (consultants fees, airfare travel costs, local transportation costs, DBA, fringe benefits, etc.). Direct labor should include the number of days and daily rate necessary to sufficiently carry out the details listed under the statement of work in section IV and the deliverables in section VI.

Quotes submitted in response to this solicitation shall be in the English language. Those received in other than English shall be rejected (FAR 52.214-34).

Quotes submitted in response to this solicitation shall be in terms of U.S. dollars. Those received in other than U.S. dollars shall be rejected (FAR 52.214-35).

In order to be considered quotes must **reach** USAID Macedonia premises **NO LATER THAN 2pm (local time), on July 25th, 2012**. Otherwise they may be rejected as late.

The quotes MUST be submitted to Rade Knezevic by e-mail or in hard copy as follows:

1. In Hard Copy - Provide three (3) copies of your quote in a sealed envelope marked "Quotation Enclosed" to the following address:
   USAID Macedonia
   Samoilova 21
   1000 Skopje
   Republic of Macedonia
   Attn. Rade Knezevic, for SOL-165-12-003

2. By e-Mail to rknezevic@usaid.gov

Any **questions** related to this solicitation should be directed to him as well no later than **July 13, 2012.**

This Request for Quotation is not a commitment that an award of contract will be made. USAID Macedonia will make no payment for cost incurred prior to entering into a contract. USAID Macedonia reserves the right to reject any or all quotes, award only parts of them, split the requirements and award separate contracts and to negotiate with any source it may consider.

XII. PROVISIONS AND CLAUSES (FAR)

52.204-3 Taxpayer Identification (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the bidder is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the bidder in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All bidders must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the bidder to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the bidder's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the bidder's TIN.

(d) *Taxpayer Identification Number (TIN).*

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Bidder is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Bidder is an agency or instrumentality of a foreign government;

o Bidder is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(f) *Common parent.*

o Bidder is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

o Name and TIN of common parent:

Name _____

TIN _____

52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items). (FEB 2012)

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

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

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

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

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

Foreign Assets Control of the Department of the Treasury).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)(Pub. L. 109-282)(31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (APR 1984).

(iii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iv) 52.232-11, Extras (APR 1984).

(v) 52.232-25, Prompt Payment (OCT 2008).

(vi) 52.233-1, Disputes (JUL 2002).

(vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253-1, Computer Generated Forms (JAN 1991).

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

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

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351), *et seq.*) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be -

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition -

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

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

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

(xi) 52.232-34, Payment by Electronic Funds Transfer - Other than

Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over $30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

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

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

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

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

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

(e) *Excusable delays*. The Contractor shall be liable for default unless

nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

52.202-1 Definitions. (JAN 2012)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.213-3 Notice to Supplier. (APR 1984)

52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

XIII. PROVISIONS AND CLAUSES (AIDAR)

725.703 Source and nationality requirements - Contract clause.

Contractor employees.
(a) Except as specifically provided in paragraph (b) of this section, there are no nationality restrictions on employees or consultants of either contractors or subcontractors providing services under an USAID-financed contract, except that they must be citizens of a Geographic Code 935 country, or non-U.S. citizens lawfully admitted for permanent residence in the U.S.
(b) RESERVED.

752.7004 Emergency locator information. (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

(1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

EXECUTIVE ORDER ON TERRORISM FINANCING

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