

Funding Details:

Accounting Code	EGAT/EG	EGAT/EG
Accounting Template	OE Program Funds	OE Program Funds
BBFY	2010	2010
EBFY	2011	(NONE)
Fund	DV	OE-DLI
OP	EG	EG
Prog Area	A14	(NONE)
Dist Code	936-4234	(NONE)
Prog Elem	A060	(NONE)
Team/Div	EG	EGAT/EG
BGA	997	997
SOC	2510300	2510818
Amount	\$2,400,000	\$90,000

Accounting Code	EGAT/EG	EGAT/EG
Accounting Template	OE Program Funds	EGAT/EG Program Funds
BBFY	2010	2009
EBFY	(NONE)	2010
Fund	OE	ES-SUP
OP	EGAT/EG	EGAT/EG
Prog Area	(NONE)	A14
Dist Code	(NONE)	936-4234
Prog Elem	(NONE)	A060
Team/Div	EGAT/EG	EGAT/EG
BGA	997	997
SOC	2510800	2510300
Amount	\$40,000	\$286,000

Accounting Code	(NONE)
Accounting Template	OE Program Funds
BBFY	2010
EBFY	(NONE)
Fund	OE
OP	M/CFO
Prog Area	(NONE)
Dist Code	(NONE)
Prog Elem	(NONE)
Team/Div	M/MPBP
BGA	000
SOC	4100300
Amount	\$289,924

Total Obligated Amount: \$3,105,924.00

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Agency for International Development (USAID), Office of Microenterprise Development requires support to assist the Office in the Leadership in Public Financial Management Analysis: Technical Expertise, Training, and Field Support (PFM-L) in Section C.1 Background.

B.2 CONTRACT TYPE

This is a time and material (fixed daily rate or FDR) task order. All labor categories use fixed daily rates in accordance with the basic GBTI II IQC. Other direct costs will be considered as cost-reimbursable items. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 BUDGET and CEILING PRICE

The Total Estimated Cost of this acquisition is \$13,961,117.

The Ceiling Prices are as follows:

For Workdays Ordered:	\$11,585,265
All Other Costs:	\$ 2,375,853
Total	\$13,961,117.00

The Contractor will not be paid any sum in excess of the ceiling price(s) above, nor is the Government responsible to reimburse the Contractor for any amount in excess of the obligated amount.

B.4 PAYMENT

The paying office is:

US Agency for International Development
Office of Financial Management
M/FM/CMP
1300 Pennsylvania Avenue, NW
Washington, DC 20523

The contract is to submit invoices electronically via email to ei@usaid.gov.

B.5 WORKDAYS ORDERED

a. Functional Labor Category & Specialist

	First 12 Months	Second 12 Months	Subsequen t 11 Months
TOTAL LOE FOR KEY PERSONNEL			
Business Advisor Level I	145	145	96
Business Advisor Level II	440	440	440
TOTAL LOE FOR ALL SENIOR LEVEL LABOR CATAGORIES	2080	2080	1820
Business Advisor Level I	387	1560	387
Sector Advisor Level I	1173	1173	913
TCN/CCN Senior Economist	520	520	520
TOTAL LOE FOR ALL MID-LEVEL PERSONNEL LABOR CATEGORIES	1280	1280	1205
Business Advisor Level II	400	400	400
Sector Advisor Level II	360	360	285
TCN/CCN Mid-Level Economist	520	520	520
TOTAL LOE FOR ALL JUNIOR LEVEL LABOR CATAGORIES	780	780	740
Business Advisor Level III	260	260	220
TCN/CCN Junior Level Support	520	520	520

b. The individual positions identified above as key personnel are pursuant to Section H.1 of the Task Order.

c. Subject to the prior written approval of the Technical Officer, the Contractor may adjust the number of hours actually employed in the performance of the work by each position specified in this order. The Contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

d. It is the Contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the budget amount for this category. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the budget amount.

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The capacity of USAID staff to assess, design, and monitor public financial management projects has declined during the past 15 years, but the need for such assessment and project design work by USAID staff has increased. The number of USAID economists and other economic growth officers had decreased by about half from 1992 through 2007. Substantial new hiring of junior EG officers is occurring during 2008-11, but they will be on a learning curve for several years before becoming journeyman officers for assessment, design, and evaluation of varied financial management programs. Meanwhile, the demand for USAID field missions to undertake assessments and to develop and implement tax, budget-management, and other economic governance projects is greater than during the 1990s.

One important source of demand for such USAID projects has been the need to rebuild financial integrity in conflict and post-conflict countries where USAID has been increasingly engaged. A second, ongoing impetus for these types of fiscal assistance from USAID field missions has been the ‘revenue squeeze’ on host countries, owing to their liberalization of international trade in recent decades and the decline of trade taxes. A third consideration is the commitment of the USG to support the multilateral approach to “Aid Effectiveness” – including the greater use, when possible, of host-country budgeting and contracting mechanisms; as a result, USAID field missions will need to draw on tested agency resources to assist with their assessments and efforts toward reform of the relevant host-country financial management systems

C.2 OBJECTIVES

The purpose of this task order is to support rapid, sustainable and equitable economic growth in USAID-assisted countries by enabling USAID to better address public financial management (tax, budget, and expenditure), sound macroeconomic planning and policies, and other selected economic governance issues, and by supporting missions to improve a) host-country policy climates for investment in ways that generate more productive employment: b) host-country ability to recover from conflict, post-conflict, natural disasters, financial and/or fiscal crises: c) countries’ resilience to economic downturns: and d) host-country institutional capacity to identify, design, advocate and implement better economic policies.

C.3 SCOPE OF WORK

The Contractor for Technical Leadership task order in Public Financial Management and Macroeconomic Analysis will make available to EGAT a dedicated core staff of experts who will:

- Provide on-call expertise in public revenue policy and administration, expenditure policy and management, macroeconomic analysis and structural reform, and other issues of public financial management;
- Develop and maintain an accessible institutional memory on best practices in public financial management and assist in transferring lessons learned across countries;

- Provide specialized expertise to facilitate for USAID operating units a consistent application of sound and cost-effective measures to improve fiscal, economic-policy, and governance practices – including through rapid mobilization of contract experts to provide constructive short-term assistance (primarily technical assistance) in USAID host countries.

In these respects, this task order will strengthen and expand EGAT's ability to provide global technical leadership in USAID's development of public financial management and macroeconomic analysis activities.

In the broader realm of macroeconomic analysis and technical assistance, USAID Missions also need to be in a position to identify and implement activities to help host countries to improve macroeconomic stability and structural policies, as a key aspect of

- Maintaining an investment climate for sustainable private-sector growth and employment generation; and
- Making their economies more resistant or resilient to downturns, such as many experienced during the global economic/financial crisis of 2008-09, to mismanagement of their own debt, or to episodes of sharp decline in a country's terms of trade or of political turmoil.

The services of the Contractor will be provided in the following task areas.

1. **Core Technical Leadership in public financial management, macroeconomic analysis, and economic policy.** The Contractor will resume and continue the revenue and expenditure policy and management activities undertaken under previous EGAT fiscal reform task orders. In these areas, the Contractor may:
 - a. serve as a as a training resource in the area of public financial management – including cost-benefit analysis and other tools of project appraisal – and economic analysis for USAID field missions and USAID/W;
 - b. assess best practices for host country public financial management and macroeconomic policies;
 - c. strengthen USAID's understanding of fiscal and macroeconomic management issues;
 - d. improve coordination and dialogue on fiscal issues and macroeconomic policies;
 - e. provide specialized expertise to field missions and other USAID operating units;
 - f. carry out applied research on fiscal issues and economic policies;
 - g. help to improve USAID and host government understanding of the gender impact of fiscal and financial management policies; and
 - h. provide short-term or intermittent technical expertise (see item 4, below) to strengthen host-country institutional capacity to sustain these efforts as requested by USAID missions.

As under previous EGAT/EG fiscal task orders, the subject areas and activities to be covered under 1.a through 1.g, above, may include: tax structure reviews, which assess a country's overall tax policies and tax administration practices and make recommendations concerning interventions as needed; public expenditure/budget reviews, which look at budgeting procedures,

effectiveness of budget controls, and expenditure incidence; reviews of public sector financial management systems, which address implementation of budgetary, accounting, and treasury systems; analysis of inter-governmental fiscal relations—including revenue sharing mechanisms between national and sub-national governments; reviews of the design and implementation of local taxes such as land and property taxes; sovereign and sub-sovereign debt issuance and debt management; coordination with other donors on fiscal issues and programs; and other issues of public finance design and practice.

2. **Training, workshop, and communication activities.** In connection with the Core Leadership functions, the Contractor shall provide, or assist with, each year:
 - a. Training courses, of varied duration and intensity, in cost-benefit analysis, appraisal, and evaluation of USAID projects and programs, which might include distributional impact analysis including gender incidence. The primary purpose of the training will be to improve the skills of USAID staff and to promote higher standards for such analysis. Since many USAID host-country counterparts have similar needs for such analysis and planning for public investment, such training for USAID-assisted counterpart staff may also be offered under this Task Order jointly or separately from the training for USAID staff.
 - b. A one-week training course on fiscal management and policy, oriented principally to the training of USAID economic growth officers and their host-country counterparts in revenue and budget management organizations;
 - c. Organization, management, and participation in seminars, workshops, and on-line training on principles, recent developments, and best practices in public financial management and other aspects of program design and management appropriate for USAID economic growth officers. This may include training on assessment and remediation of fiduciary risks in USAID host-country public expenditure management systems.
 - d. Training in macroeconomic analysis and, in addition, the contractor may be asked to provide planning and logistical support during 2012-2013 for at least one major worldwide Economic Growth Officers' Conference, similar to that of June 2010.
 - e. Ad hoc experts on fiscal and economic governance matters to make requested presentations at other training or workshop events organized by a different project or provider.

Applied Research, Best Practices, Tools, and Success Stories. Under an annual Work Plan to be reviewed and approved by the CTO, the Contractor will carry out surveys and assessments in the PFM field during the first year of the task order to identify best practices, toolkits or guidance that will be useful and appropriate for USAID practitioners. These surveys will focus on aspects of USAID and other donor experience with selected policy, regulatory, and administrative issues that, in the judgment of the CTO and the Contractor will be particularly appropriate for current and emerging areas of USAID program responsibilities.

Improved Financial Management in Zimbabwe

Under the present Task Order, the Contractor will

- a) Provide MOF with in-depth, structural analysis and alternative remedies to reduce leakages of non-tax revenue and expenditures at parastatals and line ministries;
- b) Provide operational advice and training for improved domestic tax mobilization;

- c) and to a lesser extent, as directed by the Contracting Officer's Technical Representative (COTR), assist the MOF with technical assistance, training, and related support for the collection and analysis of enterprise census data.

3. **Other Field Requests.** Provide, at the request of USAID field missions or other operating units, specialized and/or rapid in-field support, so as to give Missions access state-of-the-art services and to take advantage of technical oversight and leadership that the Office of Economic Growth can offer. These field-support activities shall be limited to short-term and/or intermittent provision of technical assistance, training, and/or equipment (that is, they will not involve the placement of long-term, resident expatriate personnel). The scope of the field-support activities shall be limited to diagnosis and improvements to aspects of macroeconomic management, structural reform, economic statistics, or public financial management – including:

- revenue and expenditure policy, management, and implementation by host government institutions, local authorities, and state enterprises;
- host-country budget and procurement systems and the management of related fiduciary risks;
- assessments of host-country macroeconomic developments and structural economic policy problems (such as exchange-rate management problems, anti-competitive market structures, or distortions in factor markets);
- collection of data and training for host-country analysis of economic statistics; or
- the use of cost-benefit analysis and other tools of public financial management for design, assessment or evaluation of current or proposed project activities.

As illustrations of possible field requests, EGAT/EG has recently been asked to have the current implementer:

- in Armenia, to assess priorities and design a technical assistance and training program in tax administration for the State Tax Service;
- in Lebanon, assess and design a program for improved budgetary processes and budget transparency;
- for the USAID CFO's office, (a) to develop a framework for assessment of fiduciary risks in USAID host-country public expenditure management systems and (b) to assist USAID to field-test the application of that framework for the channeling of USAID funds through host-country budget mechanisms in a pilot recipient country.

Based on experience from the predecessor fiscal task orders and recent inquiries from USAID field missions, the Contractor must be prepared to provide relevant experts and other assistance to respond to approximately three Field Requests per year, with a typical requirement for 20-100 days of senior Economist and (mid-level) Economist or similar professional assistance and 20-100 days of local or TCN assistance.

C.4 IMPLEMENTATION AND MANAGEMENT PLAN

The Contractor shall provide contract management necessary to fulfill all the requirements of this task order. This includes cost and quality control under this contract.

C.5. Branding Plan for PFM-L

With reference to Section 320.3.2.2 of ADS 320, below is the required Branding Implementation Plan. In addition, the Contractor will submit a Task Order specific Branding Plan for the COTR's approval within 30 days from award.

Deloitte will use full branding and the USAID tagline "This assistance is from the American People sponsored by USAID" on materials and communications. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the COTR and CO.

How to Publicize the Program

Audiences. Subject to approval by USAID, PFM-L's target audience will be USAID, microfinance institutions, contractors, non-governmental organizations, other microenterprise development partners, the public, and the United States Congress.

Messages. In all materials and events, the project will be branded as from the American People sponsored by USAID and prepared by Deloitte as part of PFM-L. All materials will acknowledge that they were produced with support "from the American people jointly sponsored by USAID".

Tools. The following communication tools may be used: electronic communication with USAID mission partners, electronic printed reports and ad hoc electronic and printed reports and analysis.

Key Milestones and Opportunities

Key milestones are anticipated to generate awareness that the program is from the American people sponsored by USAID or an explanation if this is not appropriate or possible. These 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 material, research findings, or program success. These include, but are not limited to, the following: gathering data from USAID missions, gathering data from USAID partners, publishing the annual report, conducting ad hoc analysis for USAID, publishing other reports, spotlighting trends, highlighting successes, promoting final or interim reports (e.g., on microLINKS), and communicating the impact and overall results of USAID's Leadership in Public Financial Management and Macroeconomic Analysis: Technical Expertise, Training, and Field Support programs.

Acknowledgements

The following acknowledgement will be included on PFM-L publications as appropriate:

This document was produced for review by the United States Agency of International Development. It was prepared by Deloitte for The USAID Leadership in Public Financial Management and Macroeconomic Analysis : Technical Expertise, Training, and Field Support Project, contract number EEM-I-00-07-00005-00, task order number AID-OAA-TO-10-00039.

All documents will follow USAID Branding guidelines, however if during the course of the program, other major sponsors are involved, we will advise the COTR of their involvement and request permission to include them as necessary.

Marking Plan for PFM-L

As PFM-L reporting and communication is handled at the institutional level (and does not require participation on the individual client/beneficiary level), Deloitte will mark all PFM-L materials according to USAID guidelines and the Contractor's Branding and Marking Plan. However, were such instances to arise, exemptions will be applied on a case-by-case basis, in close coordination between USAID and PFM-L management, and with approval from the CO.

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

Project promotional materials The USAID identity printed on the materials; design follows guidelines for full branding. This pertains to materials such as success stories, beneficiary announcement of research, testimonials, findings, and project results.

C.6 PERFORMANCE MONITORING PLAN

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the Task Order Cognizant Technical Officer (TOCTO).

C.7 Deloitte's Technical Proposal dated September 9, 2010, is hereby incorporated into this Statement of Work and is provided as an attachment.

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 semifinished 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

The Contractor shall comply with the requirements of the 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 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with GBTI II, Section E.2

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

(a) The estimated period of performance for this task order is from September 30, 2010 to August 13, 2013.

(b) Subject to the ceiling price of this task order, the TOCOTR may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the TOCOTR's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the TOCOTR's approval to the final voucher submitted for payment.

I It is the contractor's responsibility to ensure that the TOCOTR-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order amount.

(d) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Task Order Contracting Officer (TOCO).

F.2 DELIVERABLES

The Contractor is required to deliver the following:

1. **A detailed annual work plan** within two months of the effective date of the task order and, for subsequent years, one month prior to the anniversary date of the task order. This plan shall lay out the yearly schedule and the particulars of the remaining deliverables. These activities shall include the seminars, workshops, training modules, institutional support, analyses, and courses, required to respond to the core-funded requirement of this contract. The work plan requires the approval of the CTO (Cognizant Technical Officer).

A similar work plan for Years 2 and 3 (and any additional option years) shall be submitted by the Contractor and approved by the CTO prior to the end of the preceding project year.

2. **Research in Year 1.** Within 30 days of the end of Year 1, the Contractor shall submit a set of reports summarizing the results of the applied research, best practice studies, toolkits, and similar materials for USAID practitioners per Task 3, above. The required LOE for Level I and Level II economists or similar professionals is expected to be about 120 days.

3. **Research in Years 2 and 3.** In light of emerging priorities for USAID relating to fiscal and economic governance, work plans for research shall be included within and completed in Years 2 and 3. The required LOE for Level I and Level II economists or similar professionals is expected to be about 90 days each for Year 2 and Year 3.
4. **PFM assistance for USAID/Zimbabwe.** Deliverables will include
 - Per subtask a), a set of reports for approximately six government entities -- analyzing current leakages and recommending procedural, regulatory, or legislative remedies to reduce leakages – including options or best practices followed in other countries;
 - Per subtask b), reports and recommendations prepared for ZIMRA regarding the automation system and business process reviews for improved domestic tax revenue mobilization;
 - Per subtask d), commodities, technical assistance, and analytical reports relating to the economic census and analysis of the results of that census.
5. **Assessment and delivery of technical assistance for implementing public financial management improvements and macroeconomic analysis requested by field missions of USAID, directly for USAID or toward development of MCC Threshold Country Plans.** Based upon other specific field mission requests, the Contractor will travel to the host country and assist in the assessment and selective implementation of three to four such requests per year. These requests normally will be determined on short notice. The required level of effort to respond to such Field Requests from fragile states is expected to be quite variable, based upon recent EGAT experience during 2008-09. The LOE might range from 30 to 300 days of expatriate labor and 10 to 300 days of local labor.
6. **Training courses, seminars, workshops, and related institutional support and analyses** included in the annual work plan.

Based on past experience, major training or workshop components are expected to include

- Training in macroeconomic analysis and diagnosis of structural economic issues;
 - Training courses in cost-benefit analysis and appraisal for USAID projects and programs;
 - An annual, one-week training course on Fiscal Policy and Management;
 - On a biannual or triennial cycle, a broad-scope EG Officers' Conference such as that of October 2007 (<http://www.egworkshop2007.net/venue.htm>).
7. **Maintain, update, and develop the Fiscal Reform project website and other websites,** as needed, to allow USAID users access to key products and relevant background materials.
 8. **File a trip report for any trips** carrying out the work of this activity overseas.
 9. **Provide copies of any materials or drafts** provided to Bureaus or Missions.

10. Give presentations on drafts and final products as needed – in Washington and/or in the field.

All recommendation products should be provided first in drafts and, after comments are incorporated in final. The final reports should be provided electronically in a format useable to EGAT/EG and in three hard copies to the COTR. A copy of the final results should also be provided to the COTR of this IQC and two copies filed with Development Experience Clearing House.

F.3 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Kenneth E. Stein
Contracting Officer
U.S. Agency for International Development
Rm. 7.10-036, RRB
1300 Pennsylvania Avenue, NW
Washington, DC 20523

Telephone: 202-712-5047
Fax: 202-216-3052
Email: kstein@usaid.gov

The Contracting Officer's Technical Representative (TOCOTR) will be designated separately.

F.4 PLACE OF PERFORMANCE

The place of performance under this Task Order is the United States, as specified in the Statement of Work.

F.5 AUTHORIZED WORK DAY / WEEK

No overtime or premium pay is authorized under this Task Order, unless prior written approval is granted by the CO and the COTR.

F.6 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the COTR (referenced in Sections F.2 and G). All reports and other deliverables shall be in the English language, unless otherwise specified by the COTR.

(a) **Quarterly Reports:** Quarterly Reports shall be submitted within fourteen (14) calendar days after the end of each quarter. The scope and format of the quarterly reports will be determined in consultation with the COTR.

(b) **Annual Workplans:** Annual Workplans shall be required of the Contractor that will detail the work to be accomplished during the upcoming year. The scope and format of the Annual Workplan will be agreed to between the Contractor and the COTR during the first thirty days after the award of the contract. These Annual Workplans may be revised on an occasional basis, as needed, to reflect changes on the ground and with the concurrence of the COTR.

The first Annual Workplan shall be submitted within two (2) months of award of the contract. The workplan should include the estimated monthly funding requirements during the upcoming year of program implementation, necessary to meet all program objectives within the contract. USAID will respond to the workplan within five calendar days.

I **Final Report:** The Contractor shall prepare a final report that matches accomplishments to the specific paragraphs of the Scope of Work. The final report will be drafted to allow for incremental improvements in the process, both generally within USAID and specifically with respect to this contract.

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)

(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 COTR. 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 COTR, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic(preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

(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.

(2) 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 coversheet 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., MSWord6.0 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.

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.2 TECHNICAL DIRECTION

The Office of Economic Growth shall provide technical oversight to the Contractor through the designated COTR. The contracting officer shall issue a letter appointing the COTR for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

The COTR must accept and approve deliverables before payment may be made.

G.4 INVOICES

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the office of financial management electronically via email to the following address ei@usaid.gov. One copy of the voucher and the invoice shall also be submitted to the COTR.

The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

Do not send a paper copy.

END OF SECTION G

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

- (2) The contractor shall provide the following key personnel for the performance of this task order:

[REDACTED]

[REDACTED]

[REDACTED]

USAID reserves the right to adjust the level of key personnel during the performance of this task order.

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 Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 000.

H.3 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount

payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

I If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

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

H.7 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. 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 representatives 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.

H.8 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor 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.

H.9 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

(a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

(2) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) 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.

(2) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(2) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

I Definitions. For purposes of this clause:

(2) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "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: FM/CMP

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.10 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>.

- (2) 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.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 Reference GBTI II IQC.

AIDAR 752.7028 DIFFERENTIALS AND ALLOWANCES (JULY 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract).

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended,

or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

I Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.(See Standardized Regulation 270)

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in

accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended.

(See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

(j) Danger pay allowance. (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

END OF SECTION I