



# USAID | COLOMBIA

FROM THE AMERICAN PEOPLE

Date Issued: **March 18, 2011**  
Questions Due date and time: **April 5, 2011 3:00 P.M. (Local Colombian Time)**  
Closing Date and time: **May 3, 2011 3:00 P.M. (Local Colombian Time)**  
Subject: **SOL-514-11-000001 (CELI – Northern & Southern Regions Program)**

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development (USAID)/Colombia, is seeking the services of a Contractor to advance U.S. Government (USG) and Government of Colombia (GOC) goals and results related to the implementation of the Colombia Strategic Development Initiative (CSDI) and GOC's National Consolidation Plan (PNC).

Electronic Responses are required (See Section L). Please submit your Proposals to the e-mail addresses below by **May 3, 2011 3:00 P.M. (Local Colombian Time)**. Receipt by any one of these two addressees will constitute timely receipt for this Request for Proposal (RFP). **Receipt time is when the Proposal is received by AID/Washington internet server.** The addresses for the receipt of proposals are: [otriigo@usaid.gov](mailto:otriigo@usaid.gov), [SSearcie@usaid.gov](mailto:SSearcie@usaid.gov) and [acox@usaid.gov](mailto:acox@usaid.gov). Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

The Technical Proposal has a strict **sixty (60)** page limit. Offerors are advised that any pages exceeding this limit will not be evaluated. Offerors are reminded that the Evaluators have to be able to read the proposals, so presentation and legibility are crucial.

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

USAID plans to award a five (5) year Cost plus Fixed-Fee (CPFF) completion type contract.

Exclusivity agreements with local organizations and individuals are strongly discouraged by USAID. This RFP does not obligate the United States Government to award a contract, nor does it commit USAID to pay for any costs incurred in the preparation or submission of proposals. USAID reserves the right to award this contract without discussions.

Sincerely yours,

Adam Cox  
Contracting Officer  
Office of Acquisition & Assistance (OAA)

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 2	PAGES 125
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-514-11-000001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY Office of Acquisition and Assistance (OAA) USAID/Colombia Unit 3030 Box 5101 DPO AA 34004		CODE 514		8. ADDRESS OFFER TO (If other than Item 7)		
6. REQUISITION/PURCHASE NUMBER REQ-514-11-000006						

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See SECTION L until \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date) local time \_\_\_\_\_.

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

10. FOR INFORMATION CALL:	A. NAME Omar Trigo Sean Searcie Adam Cox	B. TELEPHONE (NO COLLECT CALLS) AREA CODE   NUMBER   EXT. 011/57-1   383-4192	C. E-MAIL ADDRESS <a href="mailto:otrigo@usaid.gov">otrigo@usaid.gov</a> <a href="mailto:SSearcie@usaid.gov">SSearcie@usaid.gov</a> <a href="mailto:acox@usaid.gov">acox@usaid.gov</a>
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### OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$.00	21. ACCOUNTING AND APPROPRIATION See G.6 ACCOUNTING AND APPROPRIATION DATA	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE 514 Controller's Office USAID/Colombia Unit 3030 Box5101 DPO AA 34004	
26. NAME OF CONTRACTING OFFICER (Type or print) Adam Cox		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this Consolidation and Enhanced Livelihood Initiative (CELI) Northern & Southern Regions contract is to advance U.S. Government (USG) and Government of Colombia (GOC) goals and results related to the implementation of the Colombia Strategic Development Initiative (CSDI) and GOC’s National Consolidation Plan (PNC).

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Sections C and F in accordance with the performance standards specified in Sections C and F.

**B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \_\_\_\_\_. The fixed fee, if any, is \_\_\_\_\_. The estimated cost plus fixed fee, if any, is \_\_\_\_\_.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

**B.4 PRICE SCHEDULE**

\_\_\_\_\_.

**B.5 INDIRECT COSTS (DEC 1997)**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:  
Type of Rate: Predetermined  
Period:

2/Base of Application:  
Type of Rate: Predetermined  
Period:

3/Base of Application:  
Type of Rate: Predetermined  
Period:

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

**B.7 CANCELLATION CEILING**

In the event that the Government cancels requirements for services in subsequent program years under this contract, the following conditions will apply.

(a) If cancellation under the clause at 52.217-2, "Cancellation Under Multi-year Contracts" occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling defined as follows:

The cancellation ceiling shall be the amount allotted to this contract under the Limitation of Funds clause (FAR 52.232-22) at the time the cancellation notice is issued by the Contracting Officer.

(b) In accordance with the Cancellation Under Multi-year Contracts clause, the cancellation charge will cover only:

(1) Costs-

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

**[END OF SECTION B]**

**SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT****CONSOLIDATION AND ENHANCED LIVELIHOOD INITIATIVE –  
NORTHERN & SOUTHERN REGIONS (CELI – NORTHERN & SOUTHERN)****C.1 BACKGROUND**

Since the initiation of Plan Colombia a decade ago, USAID Colombia has focused significant resources to support USG efforts to combat narcotics trafficking focusing on four strategic areas: (1) alternative development, (2) support for internally displaced and other vulnerable populations, (3) democracy and human rights, and (4) demobilization and reintegration. Despite advances made, significant challenges to counternarcotics (CN) and other types of programming in Colombia remain. In 2008, the Embassy underwent a comprehensive Government Accountability Office (GAO) assessment and conducted a series of independent CN assessments. In addition, other assessments related to internally displaced persons (IDPs) and other vulnerable populations, democracy and governance, and lessons learned from the Plan de Consolidación Integral de la Macarena (PCIM) resulted in the following recommendations:

- Minimum conditions of security for citizens and their human rights are prerequisites for sustainable socio-economic and democratic development.
- Strengthening state presence is crucial for CN, IDP returns, and other program success.
- More integrated and locally-targeted programs in areas undergoing transition from conflict to state control would yield greater and sustained eradication and stabilization results.
- Many involved in the coca economy want to leave coca-related activities even if faced with less income, but they need food security and short-/medium-term assistance during the post-eradication transition period.
- Long term, sustainable economic opportunities are crucial for irreversible consolidation

**US Embassy Colombia Strategic Development Initiative and the Government of Colombia (GOC) National Consolidation Plan (PNC)**

The US Embassy's Colombia Strategic Development Initiative (CSDI) incorporates the above findings and defines an integrated and geographically-targeted approach as the most effective way to sustain peace, security, and development gains, reduce illicit crop cultivation and the efficacy of illegally-armed groups, and ensure the delivery of basic state services in strategically targeted conflict regions throughout the country. It prioritizes four geographic zones of the country where significant challenges to peace and security, coca eradication, rule of law, poverty alleviation, displacement prevention/return, and economic development remain. The CSDI corridors are: 1) Montes de Maria; 2) Nariño/Putumayo (Southern Band); 3) a Central Band from La Macarena in Meta west through southern Tolima and Valle del Cauca to Buenaventura); and 4) a corridor from Southern Cordoba/Bajo Cauca Antioqueno to Catatumbo, Norte de Santander (Northern Band). Of the CSDI corridors, the first three mentioned are the US Embassy's priority for initial implementation. These CSDI zones overlap with and will support the GOC's National Consolidation Plan (PNC).

The PNC combines progress in achieving peace and security with the establishment of a consolidated, civilian-led state presence in strategically-important, conflict territories. It is supported by Presidential Directive No. 001 that creates a "whole of government" response, involving multiple ministries and local and departmental governments in the development and implementation of regional consolidation plans for these zones. The Plan includes the provision of security and justice, social and economic development, governance, territorial and environmental management and property rights. The goal of consolidation is to reach a "tipping point" where state presence and positive perception of the government is sufficiently well-established so that communities decide to align with their government rather than illegal armed groups and the illicit economy.

Consolidation<sup>1</sup> of strategic conflict zones requires the initial establishment of basic territorial security. Military and police action to secure territory, pursue illegal armed groups and, in the absence of a strong civilian government presence, protect civilians and provide sufficient means to guarantee their survival is a critical first step. Once minimum security is established, the presence of a broad array of civilian state institutions providing permanent security (i.e., police) and social and economic services (i.e., public services and entities with a role in economic development), as well as the eradication of illicit crops, is crucial for consolidation of state presence.

Key to this consolidation approach is the close coordination and sequencing of the military, the police, and civilian government activities which occurs under civilian leadership through GOC Regional Coordination Centers. The ideal end state of consolidation is that security is permanent, the illicit economy has been replaced by the legal economy, the private sector is vibrant, and civilian state entities are providing the services expected of any legitimate and democratically-elected government.

### USAID's Role in the CSDI

Within the overall continuum of development programming, support to consolidation efforts will be focused on timely short, medium, and long term activities to reinforce state presence, meet social and economic needs and help build a vibrant civil society and private sector—setting in motion the long-term development of the consolidation zones. USAID's role is to support the consolidation of state presence and to facilitate the arrival of civilian entities – not to supplant the state.

USAID's CSDI programs will include activities under the Mission's traditional alternative development, democracy and human rights, IDP and other vulnerable populations, and demobilization and reintegration portfolios, but with a significant change - under this new effort, activities will be fully integrated, coordinated and synchronized, as opposed to separate or stove-piped, and will have a regional focus rather than sectoral foci. These initiatives will require full engagement and coordination with civil society and the private sector. Colombian organizations will be in front of each effort to build local capacity and strengthen citizen confidence in local institutions. Programs will support not lead, GOC efforts and be implemented in the name of the GOC (local, departmental and/or national institutions).

As part of the CSDI's whole of government approach, USAID is coordinating closely with other Embassy sections, including the Narcotics Affairs Section (NAS), the U.S. MilGroup, the Department of Justice, and the Political and Economic sections of the State Department to develop an integrated USG approach for the prioritized CSDI consolidation zones. Programs will include peace and security, illicit crop eradication, access to justice, promotion of human rights, and humanitarian and development interventions targeted at a wide range of conflict-affected populations (including IDPs, demobilized, victims, child soldiers, Afro-Colombians, indigenous, persons with disabilities and women head of households). USAID's role in these regional efforts – implemented mainly, though not exclusively, through the CSDI programs - will be to tactically support those interventions through conflict mitigation and management, humanitarian assistance, economic and social development, and improved governance.

USAID will continue substantial national programs for Human Rights, Rule of Law, agricultural sectorial support, Victims, Demobilization and Reintegration (DR) and Internally Displaced and Other Vulnerable Populations (OVP) programs, which will complement and coordinate with regional CSDI programs. USAID will have a national program focused on Afro-Colombian and indigenous issues at the national level, but the CSDI programs will be expected to include programming related to many of these issues. In particular, USAID regional programs in CSDI zones will take a lead in implementing programs with Afro-Colombian and indigenous communities within these areas and ensure that those communities are integrated into overall

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<sup>1</sup> Consolidation: is defined as the recovery of GOC institutional and territorial control, creating the conditions for a thriving civil society and a vibrant private sector. The goal of consolidation is to incorporate previously disenfranchised communities as citizens of Colombia with all the implicit rights and responsibilities included in that status. Creating an alliance between communities and the Colombian State is the way forward

consolidation efforts.

## C.2 SCOPE

The purpose of this Consolidation and Enhanced Livelihood Initiative (CELI) Northern & Southern Regions contract is to advance USG and GOC goals and results related to implementation of the CSDI and the PNC. The basic premise of the CELI-Northern & Southern contract is that armed conflict, illegality and the illicit economy are inextricably linked to weak state presence. Therefore, contract activities will seek to strengthen state presence as the GOC recovers territory and creates a minimum level of permanent territorial security. In areas where the state has only recently re-established security, the contract will emphasize immediate, short-term interventions to meet urgent economic and social needs in order to demonstrate GOC presence and to help the target areas recover more quickly from the effects of conflict and eradication. Project activities will help to build confidence in the GOC, provide the opportunity to build relations between communities and local government, and respond to local dynamics. As regions become more consolidated and the GOC re-establishes an initial presence, the CELI-Northern & Southern activities will transition to support longer term interventions such as sustainable livelihoods, the stabilization and reintegration/return of conflict-affected populations, improved governance, and increased access to justice. In these more consolidated areas, interventions shall continue to facilitate the provision of basic services, increase licit livelihoods and strengthen local institutions, with a particular emphasis on accompaniment and the provision of technical assistance. In areas where permanent security is already present, long-term, sustainable livelihoods and governance activities will begin in those areas as early as possible.

Activities shall also include the development of contingency plans, in coordination with appropriate local, national and international entities, to prevent human rights violations, including displacement and recruitment of children by illegal armed groups and to mitigate risk to communities due to legitimate state action to maintain public order and/or violent acts by illegal armed groups and criminal bands. Activities shall be well-coordinated with national USAID and GOC human rights, justice, demobilization and reintegration (DR) and Office of Vulnerable Populations (OVP) programs. Similarly, the contract will foster local level initiatives aimed at responding to community needs, developing citizen oversight initiatives, promoting peace and citizen security, and controlling corruption.

### Contractor Relationship with USAID and the GOC

Without prejudice to the Contractor's responsibilities, USAID/Colombia and the Contractor will function as an integrated, operational team with shared program vision for achieving program success. The Contractor shall be responsible for implementation of the program strategy that is set and adjusted through an iterative, coordinated process between the Contractor, USAID, and the GOC to achieve the goal of strengthening the consolidation of state presence in critical conflict zones within the Northern & Southern Regions. A Management Team consisting of the civilian coordinator of the Regional Coordination Center (RCC)<sup>2</sup>, USAID, and the Contractor will work together to ensure that USAID activities synchronize with and complement GOC activities and focus on key opportunities to advance consolidation.

The Contractor will also be responsible for building capacity in departmental, local, and national governments, to design, evaluate, fund, implement and monitor livelihood interventions. This is a programmatic component explicitly designed to enable multiple GOC actors, primarily under departmental leadership, to eventually undertake USAID and its Contractor's roles—ostensibly helping them establish the systems and personnel needed to work with the private sector in undertaking local development interventions. This will be coordinated

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<sup>2</sup> At the regional level, the PNC is to be implemented through Regional Coordination Centers (RCCs) which are strategically located in the targeted regions and bring together an inter-agency GOC team to plan and promote key security and development advances. RCCs are tasked with coordinating the sequenced response of the GOC with social services and support to communities as territorial security is recovered from illegal armed groups.

and complementary to the RCC structure. As capacity building is a long-term process, Contractor's activities will be reflected in agreements, such as Memorandum of Understanding (MOUs), between USAID and departmental and local governments to establish a shared vision as well as guarantee local ownership, buy-in and cost sharing. Capacity building will help departmental and municipal governments to: effectively improve their developmental plans to ensure that USAID resources in the area leverage enough political and economic interest in the region; support capacity building of departmental and municipal governments in order to provide for basic social services such as health, education, citizen security as well as design and implement best practices to increase transparency and citizen participation; and promote small scale infrastructure development to illustrate local government rapid response to communities' prioritized needs.

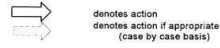
In addition to coordination with USAID, the Contractor shall work closely with civil society, the private sector, and local community-based organizations to ensure that activities under the CELI-Northern & Southern contract complement and encourage local efforts taking place in the region. The Contractor's leadership and implementation efforts shall be based in the consolidation zones, not in Bogotá, to ensure activities are coordinated with local communities, the RCC, and local and departmental governments. As part of USAID and the USG's goal to "Colombianize" activities, Colombians and Colombian organizations shall have a leadership role in the project and be the face of contract activities. All activities under the CELI-Northern & Southern contract will be carried out in the name of the GOC (local, departmental, or national institutions) since USAID's goal is to strengthen state presence in these recently recovered territories and build confidence in the GOC. The Contractor shall implement activities under the CELI-Northern & Southern Regions while coordinating with national-level policy makers and policy development efforts. The Contractor's efforts will follow GOC leadership, meaning that the level of effort, resources, coordination, and technical direction from USAID will be directly proportional to the level of GOC "whole-of-government" commitment made to a particular region.

The following CELI Evolution Model (see next page) provides further information regarding the conceptual framework for working with the GOC and USAID to advance consolidation and livelihood efforts through short, medium, and long-term activities and highlights the development planning process for working under the CELI-Northern & Southern contract. Specifically, the chart illustrates the possible evolution of the contract's interventions within communities undergoing consolidation of state presence and illustrates the transition between rapid response and institutional support activities to long term livelihoods and institutional capacity activities as well as the transition to new veredas or municipalities. The model relies on the premise of minimum territorial security and assumes that new veredas within target municipalities are categorized as yellow (transition) in the terms of security profile. The model also illustrates the need for the Contractor to potentially support some existing long term activities and to implement national policy frameworks, particularly pilot programs in target municipalities. In summary, the model illustrates that consolidation will result from a multi-step coordinated, synchronized process that is the result of a GOC-led (through the RCC), USAID-supported effort.

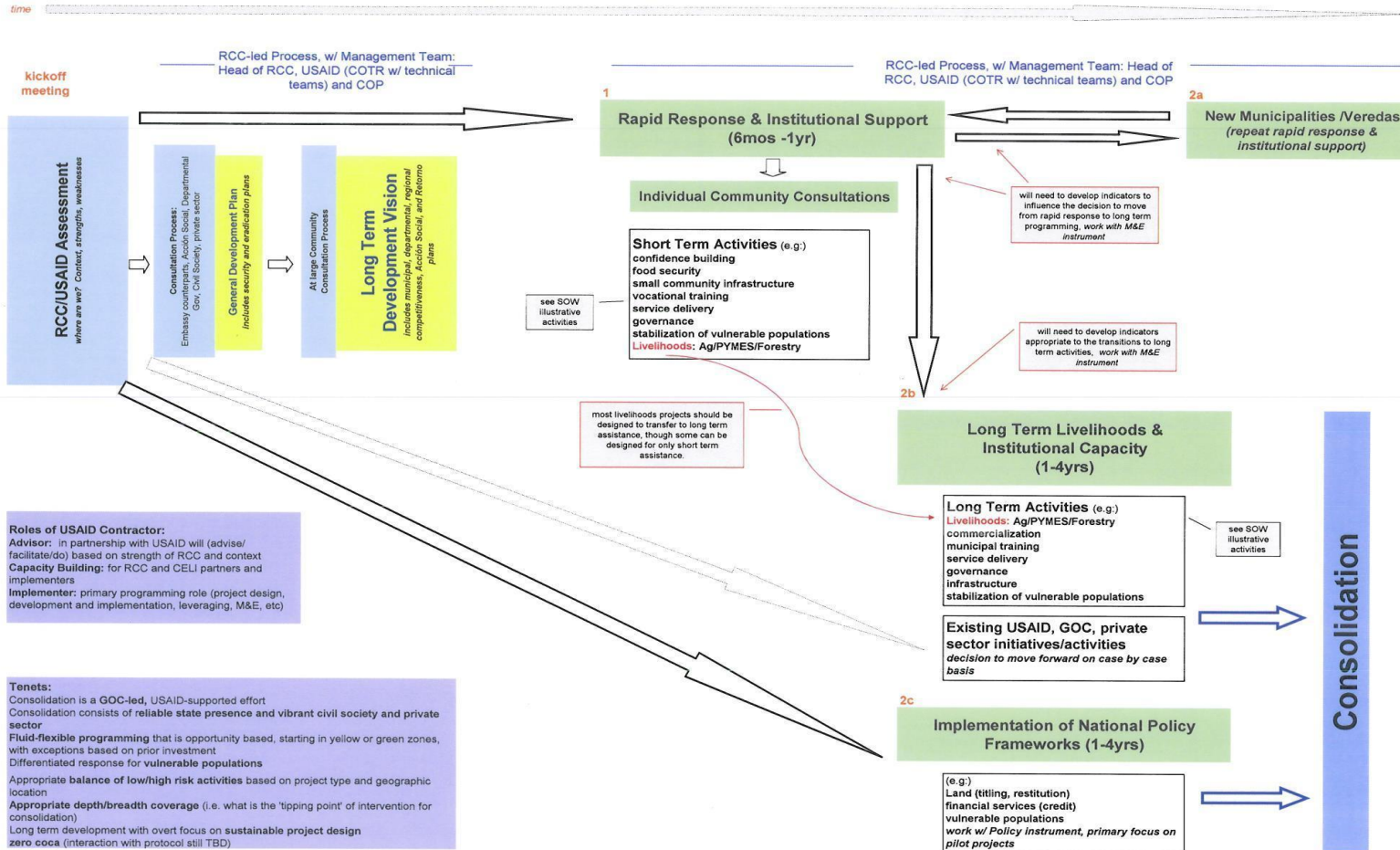
Illustrative CELI-Band Evolution Model

**Illustrative CELI-Band Evolution Model**

**Differentiated Response Model:**  
Quick impact with long term vision



**How to read chart:** The chart illustrates the possible evolution of the USAID program interventions, programmed through the Regional Coordination Center (RCC), within communities undergoing consolidation of state presence and illustrates the transition between rapid response and institutional support activities and institutional capacity activities as well as the transition to new veredas or municipalities. The model relies on the premise of minimum territorial security by the GOC and assumes that new veredas within target municipalities are categorized as yellow (transition) in the terms of security profile. The model also illustrates the need for the Contractor to potentially support some existing long term activities and to implement national policy frameworks, particularly pilot programs (in coordination with new USAID policy instrument) in target municipalities. The yellow and blue boxes denote the initial planning processes and the green boxes denote programmatic actions with the chart being read from left to right and top to bottom (following the orange numbers).



**Roles of USAID Contractor:**  
**Advisor:** in partnership with USAID will advise/facilitate/d) based on strength of RCC and context  
**Capacity Building:** for RCC and CELI partners and implementers  
**Implementer:** primary programming role (project design, development and implementation, leveraging, M&E, etc)

**Tenets:**  
 Consolidation is a GOC-led, USAID-supported effort  
 Consolidation consists of reliable state presence and vibrant civil society and private sector  
 Fluid-flexible programming that is opportunity based, starting in yellow or green zones, with exceptions based on prior investment  
 Differentiated response for vulnerable populations  
 Appropriate balance of low/high risk activities based on project type and geographic location  
 Appropriate depth/breadth coverage (i.e. what is the 'tipping point' of intervention for consolidation)  
 Long term development with overt focus on sustainable project design  
 zero coca (interaction with protocol still TBD)



### Geographical Focus

The geographical focus for this contract (see [Nudo de Paramillo and Catatumbo Region Map](#)) is the Northern Region of Colombia that includes the departments of Antioquia, Cordoba, Santander, Norte de Santander, Bolivar and Cesar and the southern region of Colombia that includes the departments of Narino and Putumayo. Throughout the life of the CELI-Northern & Southern contract, the Contracting Officer may direct the Contractor to work within any of the departments defined within the Northern and Southern Regions that support the U.S. Embassy's Colombia Strategic Development Initiative (CSDI) based on priority municipalities established under CSDI. Within the Northern Region, the Contractor shall expect to focus the majority of its efforts and contract resources on two priority CSDI Zones—Nudo de Paramillo (Bajo Cauca Antiqueno and Southern Cordoba) and Catatumbo (northern Norte de Santander). Within the Southern Region, the Contractor shall expect to focus the majority of its efforts and contract resources in three priority regions within the two departments. Unless otherwise specifically directed by the Contracting Officer, the Contractor will not undertake activities outside these CSDI priority areas.

The CELI-Northern & Southern contract will support the GOC's PNC activities for the CSDI Northern and Southern Regions.

#### ➤ Northern Region

The Northern Region is vital to U.S. interests both because of its significant role in the production and trafficking of drugs and the presence of illegal armed actors including the FARC, ELN and emerging criminal bands. Starting less than one hundred kilometers north of Medellin, the region remains an intransigent pocket in the middle of the country with little governance, extremely difficult topography and minimal tertiary infrastructure. The northern region accounts for approximately 20% of Colombia's coca, has a 40% replanting rate and is a key trafficking corridor from Venezuela to Panama. Due to these challenges, the Nudo de Paramillo is one of two regions the GOC is targeting for zero coca. The Contractor will focus initial efforts in the Nudo de Paramillo—a region that straddles southern Cordoba and Northern Antioquia (also known as Bajo Cauca Antiqueno). Both of these coordination centers have defined a strategy based on the following lines of work: 1) security and justice, 2) social development 3) economic growth 4) institutional development 5) access to property and 6) communications. The following 14 municipalities in Nudo de Paramillo will be the initial focus for the CELI-Northern & Southern contract: Antioquia/Bajo Cauca includes Anori, Briceño, Caceres, Caucasia, El Bagre, Ituango, Nechi, Taraza, Valdivia, and Zaragoza; Cordoba includes Montelibano, Puerto Libertador, Tierra Alta, and Valencia.

The other principal region is Catatumbo (northern Norte de Santander). However, this region still does not have a definitive prioritization from the U.S. MilGroup or the Narcotics Affairs Section, and the CELI-Northern & Southern Contractor will not begin working in this zone until the second year of programming. The 10 municipalities in Catatumbo that will follow in year 2 are Abrego, Convencion, El Carmen, El Tarra, Hacari, La Playa, Ocaña, San Calixto, Teorama, Tibu.

The 14 municipalities of the Nudo de Paramillo region cover approximately 23,000 square kilometers. Approximately 575,000 people live in mostly rural areas, with the exception of a few notable peri-urban centers<sup>3</sup>. The Nudo de Paramillo region is comprised of two RCCs in Caucasia (Bajo Cauca) and Monteria (southern Cordoba), which will operate separately, but coordinate and share a regional vision. Both RCCs are active including: security mapping and coordination with military and police counterparts; the coordination with USAID (existing USAID activities under the ADAM<sup>4</sup>, MIDAS<sup>5</sup>, Cimientos and IOM<sup>6</sup> programs) and department-led productive projects; and prioritization of 2010 GOC eradication efforts. However, both RCCs

<sup>3</sup> DANE 2009 Population projections: [http://www.dane.gov.co/daneweb\\_V09/index.php?option=com\\_content&view=article&id=75&Itemid=72](http://www.dane.gov.co/daneweb_V09/index.php?option=com_content&view=article&id=75&Itemid=72)

<sup>4</sup> ADAM: Alternative Development at the Municipal Level

<sup>5</sup> MIDAS: More Investment for Alternative Development

<sup>6</sup> OIM: International Organization for Migration

are in the nascent stages of planning and coordinating a robust consolidation plan. Some USAID interventions are being implemented explicitly as ‘bridging’ activities until the award of this contract and will need to be taken into account, as appropriate, under the new contract. Both departments, though particularly the Department of Antioquia, are taking active roles in RCC leadership and planning including the designation of staff and resources. USAID does not plan to have the Contractor directly support the salaries or infrastructure of the RCCs, though this does remain an option.

The region is faced with what is often called a ‘curse of resources’: the suboptimal combination of resources (i.e., gold mining, exceptionally productive agricultural soils, illegal forestation, cattle and coca) fueling the illicit economy and inequitable economic growth in the absence of effective and transparent governance in the management and execution of these resources. In particular, the Contractor will need to focus on the interconnection of extremely lucrative illegal mining, coca cultivation, and trafficking. Beyond its role in the illicit economy of the region, illegal gold mining is also a serious environmental issue in the region. Citizen confidence in the GOC is extremely low—including confidence in the police, and there is an extremely weak respect for social norms in the zone. In addition, the region suffers from a massive IDP problem and continuing difficulties in the demobilization process—including the recruitment of child soldiers. Violence continues to represent a serious issue, with parts of Bajo Cauca experiencing some of the highest per capita homicide rates in the world. The region has weak education and health services with some areas having nearly 50% illiteracy rates. The region is also marked by extremely poor access to credit and land titling, both in terms of formalization of titles and IDP restitution. The Contractor shall work in partnership with the new USAID policy instrument to undertake and implement land titling pilots and programs. There is also a significant indigenous presence in southern Cordoba that will require a differentiated approach within the overall consolidation effort. Unsurprisingly, the combination of problems has stifled the development of a viable civil society.

The largely unmonitored Paramillo National Park includes 460,000 hectares and is located between the departments of Antioquia and Cordoba and faces extreme pressure from illicit crops. The fauna of the park is as diverse as its landscapes that range from the largest tropical rainforest of the northern part of the country to a well preserved paramo. Most of the area is comprised of steep mountains. The park overlaps the Yaberaradó Indigneous Reservation (approximately 5,000 hectares of overlap), the Alto Sinú (an overlap of 103,510 hectares), and Quebrada Cañaveral (approximately 700 hectares of overlap). This means approximately 24% of the total area of the park is indigenous lands. The nearly 440 Indian families, the Embera-Katio, who live in the overlapping reservations in the park base their economy primarily on agriculture and practice, to a lesser degree, hunting, fishing, and gathering. Another group within the protected area is represented by settlements of farmers, some 1,672 families, spread along the river basins. They have an impact upon the park’s resources and environmental goods and services.

USAID investment since 2001 totals more than \$18 million in alternative development, governance, justice, human rights, IDP and demobilization projects that include this region. There are other actors in the region such as United Nations Office of Drugs Control (UNODC), Organization of American States (OEA-MAP) project and several other local NGOs (e.g., Fundacion Codesarrollo, Fundación San Isidro, and Fundación Oleoductos amongst others.

Catatumbo (Norte de Santander: Abrego, Convención, Hacari, Ocaña, Teorama, Tibu, El Carmen, San Calixto, La Playa and El Tarra)

The Catatumbo region comprises 10 municipalities covering approximately 10,000 square kilometers. Approximately 206,000 people live in mostly rural areas, with the exception of a few notable peri-urban centers<sup>7</sup>. Its largely porous border with Venezuela is 250 kilometers (105 miles) long. Catatumbo can be described as containing two distinct regions: eastern Catatumbo contains the eastern plains, principally Tibú municipality,

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<sup>7</sup> DANE 2009 Population projections: [http://www.dane.gov.co/daneweb\\_V09/index.php?option=com\\_content&view=article&id=75&Itemid=72](http://www.dane.gov.co/daneweb_V09/index.php?option=com_content&view=article&id=75&Itemid=72)

whose social and economic market center is the departmental capital of Cúcuta; and Western Catatumbo, often called Alto (Upper) Catatumbo, comprises the western hills, part of the historic “Provincia de Ocaña.” Western Catatumbo includes La Playa, El Carmen, Convención, Teorama, San Calixto, Hacarí, and most of El Tarra municipalities. Ocaña town is its social and market center.

The Catatumbo region is a secondary consolidation zone in which the GOC has not fully invested yet. A Regional Coordination Center (RCC) does not yet exist in the region, but a civilian coordinator has been assigned. Consolidation is progressing slowly, with rural electrification the flagship project. The selected Contractor shall support and coordinate significantly with the RCC once it is established. The Contractor would not be expected to initially begin program implementation in this region. This decision shall be made in coordination with USAID.

Although this region has seen increased army brigades and police presence, security and public order remains a primary concern with the lingering presence of FARC, ex-AUC and illegal armed groups which continue to engage in violence and narco-trafficking. The Catatumbo region is of political and strategic importance to these groups as a coca-growing region and due to its strategic location: a border with Venezuela, strategic corridors that connect the eastern part of the country with the northern part of the country, and the proximity of Serrania del Perijá that connect it to the Departments of La Guajira, Bolivar and Cesar.

Despite the availability of natural resource royalties due to the Caño Limon-Coveñas oil pipeline and the existence of carbon, gold, marble and limestone mines, there has been inadequate private investment in this region. Although coca cultivation has decreased over the last decade due in part to aerial spray campaigns, this continues to be a problem. Like most of Colombia, urban areas in the Catatumbo receive the most financial and political attention while more rural areas remain neglected in terms of infrastructure and social service delivery. Limited access to credit and weak infrastructure impede licit crop cultivation. Thus, reinforcing local governance and providing alternative income opportunities in the agricultural sector (i.e. cacao, pineapple) are key strategies towards developing the Catatumbo region.

Other actors in the region include the European Union financed Peace Laboratories and ongoing USAID projects of Cimientos- Regional Governance Consolidation Program, MIDAS alternative development projects, and IOM projects with Internally Displaced People.

The Catatumbo-Bari Natural National Park includes 158,125 hectares and is located in the municipalities of Convención, El Carmen, El Tarra, Tibú and Teorama, in the North of Santander department, on the Eastern Cordillera of the Andean Region of Colombia. The Park includes tropical forest, jungle and cloud forest ecosystems. It is connected with the Venezuelan natural Park Sierra de Perijá. The Park is bathed by the Catatumbo, El Indio, Loro, Korro Moky, Suroeste-Ikubok, Río de Oro and Brandy river basins. Currently the indigenous groups are distributed in two reservations or Resguardos, Motilón Barí (108,900 hectares) and Catalaura-La Gabarra (13,300 hectares) distributed in 23 population centers, of which Irocobingcaira, Ishtoda and Beboquira are located outside the Resguardos. There is an estimated 3,129 Bari indigenous community members who inhabit the Resguardo area, distributed in 417 families<sup>8</sup>. Other population groups located within the protected area are the settlers of the Culebritas sector (municipality of El Carmen, adjacent to the Korroncaira indigenous community). The greatest settler pressure on the park is on the southern border. The park also faces pressure from illicit crops.

#### ➤ Southern Region

The Southern Region is vital to U.S. interests both because of its significant role in the production and trafficking of drugs and the presence of illegal armed actors including the FARC, ELN and emerging criminal

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<sup>8</sup>[1] and [10] Galindo, Robinson; Parque Naturales Nacionales de Colombia - “Resumen Ejecutivo Plan de Manejo PNN Catatumbo Barí”; Tibú (Norte de Santander); 2006; Página 5.

bands. From Colombia's south-west Pacific coastline to the Amazon jungle, the region forms Colombia's entire border with Ecuador and much of that with Peru. The region remains an intransigent pocket, remote and isolated with little governance, extremely difficult topography and minimal tertiary infrastructure. In 2009, the departments of Nariño and Putumayo account for approximately 30% of Colombia's coca. Nariño alone possesses four of the top 10 coca producing municipalities in all of Colombia. The region is a key trafficking corridor with the Amazon and Caqueta Departments to the Pacific and Ecuador. Due to these challenges, western Nariño and Putumayo have historically received the attention of aerial spray and manual eradication programs. The Contractor will focus initial efforts in Western Nariño; a region accessible only by one main road comprised of a mix of Afro-Colombian consejos and Indigenous reservations with significant security considerations.

The other principal regions within the band are the Nariño Cordillera and the Putumayo Border Region. Nariño Cordillera is comprised of four municipalities in northern Nariño, two of which have recently benefited from a local alternative development initiative named Si se Puede, piloted by the Governor. The Contractor will work to collaborate with this and other local government initiatives where they exist within the region. The Putumayo Border Region still does not have a definitive prioritization from the U.S. MilGroup or the Narcotics Affairs Section. Further, the current Governor is under arrest. The lack of a strong local counterpart has resulted in Putumayo lagging behind in PNC planning and coordination.

The Colombian-Ecuadorian border region is important for Colombia for its dynamic economy and permanent cross-border flow of population. In spite of its geographic, economic and strategic value, historically it has not received adequate attention from the central government. Only since the 80s has Colombia recognized the need to actively integrate border areas into the rest of the country. Nevertheless, most border areas continue to be isolated, underserved, under developed and with weak state presence. The Colombian-Ecuadorian border is 586 km, an extension of more than 56,000 Km<sup>2</sup> (5% of total area of the country), and encompasses three different regions: the Pacific plains, the Andean Subregion and Putumayo. It possesses valuable resources including minerals (gold), oil, and hydroelectric resources. The main economic centers are Ipiales in Colombia, and Tulcán in Ecuador. Traditionally, there has been strong economic, social and political cooperation between both countries including efforts for implementing integrated border development activities, but this scenario dramatically changed during the 90's associated with the increase in illicit crops cultivation, narco-trafficking, and the presence of illegal armed groups. The development and integration of this border region is key for the GOC not only because of presence of valuable natural resources, the dynamic flow of people and goods, the presence of bi-national indigenous groups, the interest of USAID/Ecuador in prioritizing the development of this region, also because of the last eight years of Plan Colombia efforts to combat narco-trafficking, illegally armed groups, sustain peace and security, reduce illicit crop cultivation and promote a culture of legality. Additionally, the presence of numerous indigenous groups dramatically affects not only by the precarious socio-economic conditions in the region, but the conflict which has put some of them at risk of extinction, displacement, confinement within their territories, conflict over the traditional collective lands, conflict with local governments and authorities and presence of macro-projects.

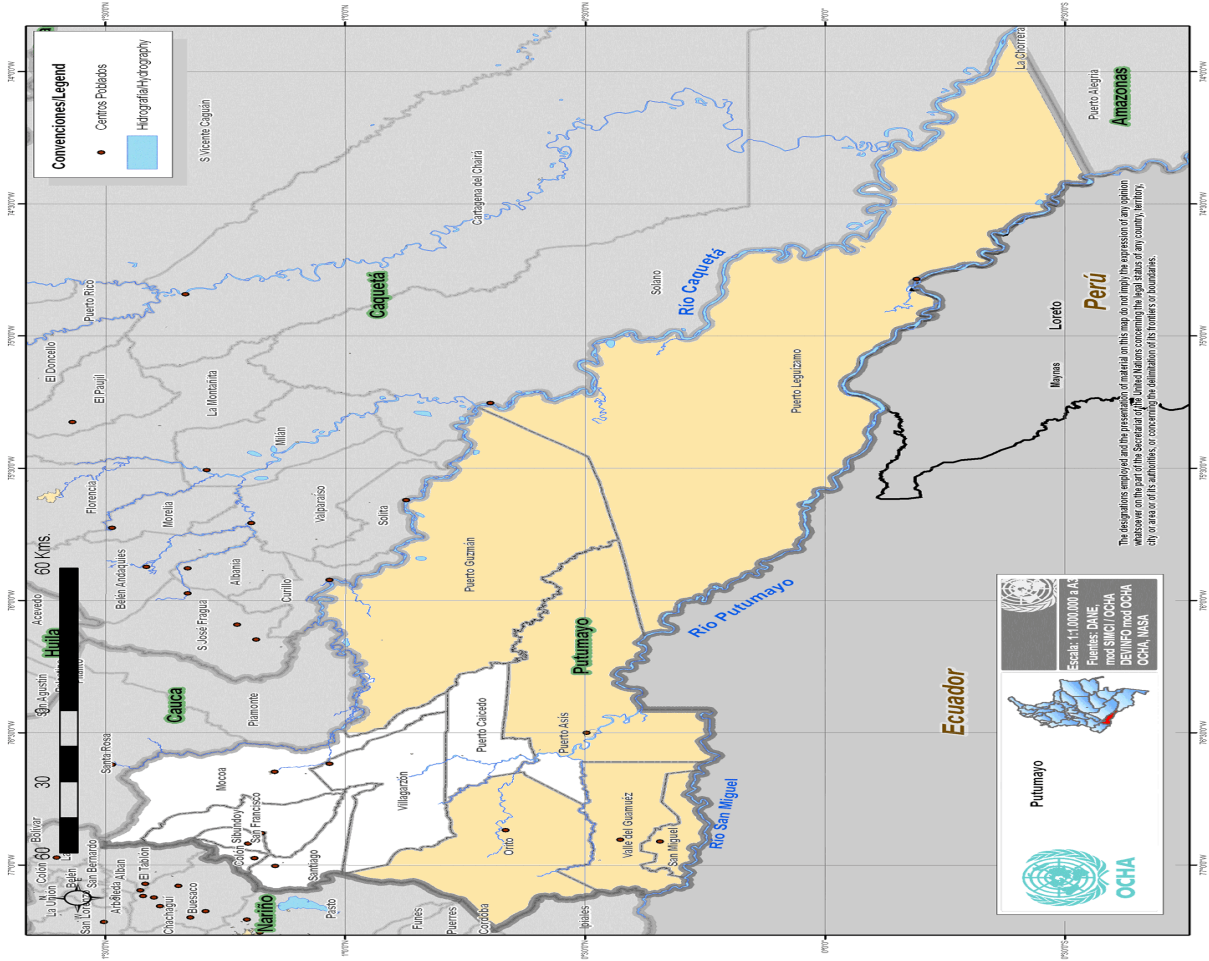
A current list of priorities includes 15 municipalities within the two departments of Nariño and Putumayo, from which the phased selection of CELI-Southern municipalities will be undertaken initially based on PNC and RCC readiness, as well as the security climate.



**PUTUMAYO PNC MUNICIPALITIES**

Region 3 - Putumayo Border Region: VALLE DEL GUAMUEZ, SAN MIGUEL, PUERTO ASIS, PUERTO LEGUIZAMO, ORITO, PUERGTO GUZMAN)

Putumayo Map



Democracy and Human Rights

Although the human rights situation has improved, demonstrated by the drop in homicides, kidnappings, and massacres, the conflict continues to be the cause of significant human rights violations in the region. Afro-Colombian and indigenous communities continue to be disproportionately affected by the conflict. Impunity is a paramount concern with many human rights violations going unresolved. Regarding justice, challenges include national and local government resource constraints, ongoing violence, a culture of illegality, impunity, and the inability of judicial institutions to reach rural and geographically isolated conflict-impacted areas, where judges and prosecutors are not able to mobilize within their own judicial circuits. In the majority of CELI-Northern & Southern municipalities, local authorities are insufficiently prepared to fulfill their responsibilities, resulting in weak public and financial administration, poor service delivery, lack of access to justice and lack of respect for human rights. Many of these municipalities are only recently recovered from illegal armed groups, who had “captured” many government positions. Citizens residing in these municipalities are therefore used to living in highly insecure conditions and have little or no experience living in and participating in a culture of democratic governance or a culture of rule of law. This systemic

breakdown has created a mutual distrust between citizens and governments, a cycle which needs to be broken before democracy, governance, rule of law, and state presence can be consolidated.

Whereas human rights and justice issues will be addressed through USAID's Human Rights and Access to Justice Programs, the Contractor shall coordinate with these programs to ensure complementarity and integration of efforts in support of a holistic approach to consolidation in target regions.

Afro-Colombian and Indigenous

➤ Northern Region

There are approximately 90,000 Afro-Colombians and 15,000 indigenous living in the municipalities covered by the Northern Band, representing 13% and 2% of the total population respectively. Compared with non-ethnic populations, the socio-economic conditions of these communities are significantly lower and require special attention. Moreover, due to these communities' unique traditions and culture, a differentiated approach must be utilized when working with them.

The contractor shall pay special attention to these communities in municipalities such as Tierralta, Montelíbano, Puerto Libertador and Valencia in Córdoba, and Tarazá, Zaragoza, El Bagre, and Cauca in Antioquia, which have been identified by the Constitutional Court (Autos 004 and 005) of having Afro-Colombian and/or indigenous populations at extreme levels of vulnerability.

Community ownership and legitimacy of supported activities are key components of any activity carried out with Afro-Colombian or indigenous communities. Hence, the respect for and support of the communities' priorities, as identified through their own mechanisms—ethnic development plans or life plans—is an integral part of the development process. Consequently, activities carried out through the Territorios Étnicos Productivos TEP methodology stem out of an ethnic-development plan (in the case of Afro-Colombian communities) or a life plan (in the case of indigenous communities). The ACIP<sup>9</sup> program will provide technical assistance to CELI-Contractors to ensure that a differentiated approach is employed for Afro-Colombian and indigenous communities by offering protocols, training sessions and manuals to contractors working in the CSDI zones; there may also be opportunities for ACIP to work in some communities with coordination between respective partners.

Activities shall be implemented through an inclusive consultation process involving the active and informed participation of traditional authorities within consejos comunitarios (the legal representative and board of directors) or resguardos (the governor). Regional mayoral associations, as well as second tier organizations are also key partners in the consultation process, which continues throughout project implementation and allows for adaptation to changing circumstances in the field. The contractor will actively work with Accion Social and the Ministry of Interior and Justice to coordinate all activities. Finally, the Contractor shall provide disaggregated data on Afro Colombians and indigenous for contract activities that will benefit these populations within the consolidation zones.

➤ Southern Region

There are approximately 184,000 Afro-Colombians and approximately 48,000 indigenous living in the municipalities covered by the Southern Band Region, representing 39% and 10% of the population respectively. Compared with non-ethnic populations, the socio-economic conditions of these communities are significantly lower and require special attention. Moreover, due to these communities' unique traditions and culture, and, in some cases their bi-national nature, a differentiated approach must be utilized when working with them.

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<sup>9</sup> ACIP: Afro-Colombian and Indigenous Program which aims to improve the socioeconomic of conditions of targeted minority groups.

The contractor should pay special attention to these communities in municipalities such as Tumaco, Barbacoas, Samaniego, Ricaurte, and Olaya Herrera in Nariño, and Valle del Guamuez, San Miguel, Puerto Asís, Puerto Leguizamo, Orito, Puerto Guzman in Putumayo, which have been identified by the Constitutional Court (Autos 004 and 005) of having Afro-Colombian and/or indigenous populations at extreme levels of vulnerability.

Community ownership and legitimacy of supported activities are key components of any activity carried out with Afro-Colombian or indigenous communities. Hence, the respect for and support of the communities' priorities, as identified through their own mechanisms—ethnic development plans or life plans—is an integral part of the development process. Consequently, activities carried out through the Territorios Étnicos Productivos TEP methodology stem out of an ethnic-development plan (in the case of Afro-Colombian communities) or a life plan (in the case of indigenous communities). The ACIP<sup>10</sup> program will provide technical assistance to CELI-Contractors to ensure that a differentiated approach is employed for Afro-Colombian and indigenous communities by offering protocols, training sessions and manuals to contractors working in the CSDI zones; there may also be opportunities for ACIP to work in some communities with coordination between respective partners.

Activities shall be implemented through an inclusive consultation process involving the active and informed participation of traditional authorities within *consejos comunitarios* (the legal representative and board of directors) or *resguardos* (the governor). Regional mayoral associations, as well as second tier organizations are also key partners in the consultation process, which continues throughout project implementation and allows for adaptation to changing circumstances in the field. The contractor will actively work with Accion Social and the Ministry of Interior and Justice to coordinate all activities. Finally, the Contractor will be expected to provide disaggregated data on Afro Colombians and indigenous for contract activities that will benefit these populations within the consolidation zones.

#### Internally Displaced Persons (IDPs)

For the last decade, USAID, in close coordination with the GOC, has been assisting internally displaced and other vulnerable populations with interventions in education, health, income generation, housing, institutional strengthening and food security.

Under the CELI-Northern & Southern contract, the contractor will undertake similar activities, supporting the GOC's efforts to comply with the orders issued by the Constitutional Court, to achieve the "effective fulfillment of rights" of IDPs, with a differentiated approach. This approach calls for the State to construct and apply programs and public policies so as to ensure adequate human rights protection geared to the specific needs and requirements of particularly vulnerable groups, including women, indigenous and Afro-Colombian communities. IDP households will have access to the full range of interventions cited above.

Drawing on recommendations of a recent IDP program assessment, the contractor shall execute a holistic approach to stabilization and reintegration. A comprehensive strategy will be developed to strengthen local-level entities with responsibility for attending to IDPs, including policy development and technical assistance to heighten cooperation between national, regional and municipal authorities. Contractor is encouraged to engage the private sector in interventions to help ensure income-generation activities are developed in accordance with market demand.

As the first stage of the consolidation strategy involves establishment of basic territorial security, it is probable that military and police actions may cause displacement of population in the early stages. The

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<sup>10</sup> ACIP: Afro-Colombian and Indigenous Program which aims to improve the socioeconomic of conditions of targeted minority groups.

contractor must include in its portfolio, technical assistance to key local, regional and national authorities to develop and implement comprehensive prevention and contingency plans for when displacement does occur and ensure availability of commodities and other resources needed to implement the plans. National policy development and change will be the responsibility of the new USAID Policy Project and close coordination is expected to optimize potential synergies.

As security conditions improve, focus shall be placed on providing technical assistance to local authorities to either 1) facilitate GOC priority returns, 2) resettle, or 3) in-situ stabilization. Strategic efforts to strengthen the GOC's rehabilitation and reintegration programs also will be needed and attention to landmine survivors and persons with disabilities is required.

The contractor's IDP assistance activities shall involve linkages to and coordination with: 1) existing USAID-funded IDP projects operating within the Northern band, and 2) existing and new USAID-funded IDP programs operating outside the CSDI zone. The contractor will also want to coordinate closely with IDP assistance programs funded by the State Department's Population, Refugees, and Migration's office. Attention shall be paid to existing GOC-USAID coordination mechanisms such as the IDP inter-institutional housing committee led by Accion Social in which USAID and its partners articulate and complement actions. Contractor shall encourage infrastructure methodologies that involve active community participation and oversight of projects.

Ultimately, the Contractor shall seek to strengthen three to four key areas of the displacement challenge; Displacement Prevention, Stabilization (i.e., attending to IDPs), Organized Returns (done on a limited basis and with prior discussion and approval by USAID/Colombia and GOC) and Institutional Strengthening.

#### Demobilized Ex-combatants, Recruitment Prevention and Reintegration

##### ➤ Northern Region

USAID has provided a comprehensive assistance package to approximately 17,000 of the 52,000 demobilized ex-combatants since 2005, helping to reintegrate ex-combatants through the GOC High Commission for Reintegration (ACR) program. Simultaneously, USAID has provided a broad range of assistance to support the more than 280,000 registered conflict victims through every stage of the Justice and Peace Process. The primary focus of these programs has been on institutional strengthening, technical assistance, logistical and administrative support to GOC entities, such as the Fiscalía, National Commission for Reparations and Reconciliation (CNRR), Defensoria, ACR, among others. Despite GOC and USAID efforts for reintegration and attention to victims, recruitment prevention still requires great strides, particularly in the CELI-Northern & Southern regions.

In the Nudo de Paramillo region, particularly in Bajo Cauca, the issue of child recruitment is severe where recent statistics reveal at least 10% of the child soldiers separated from illegal armed groups was from the Nudo de Paramillo region in Antioquia. Under the CELI-Northern & Southern contract, the Contractor will be asked to expand recruitment prevention interventions, particularly for youth in the region. The Contractor shall strengthen local level entities efforts for youth recruitment prevention strategies, as well as prioritize initiatives to support youth leadership to ensure sustainability. Similarly, the Contractor shall develop prevention strategies with indigenous and Afro-Colombian communities that incorporate food security initiatives. Effective prevention strategies include developing vulnerability, risk and opportunity maps including municipal government support, to ensure that the risk mapping entities have social legitimacy to link the results to municipal projects.

##### ➤ Southern Region

Recruitment capacity of the illegal armed groups is one determining factor maintaining the inertia of

lawlessness in the South. The primary persons affected are demobilized combatants and youth, who continue to reinforce the ranks of the illegal groups as a result of pressure exerted by the groups and economic hardship. Despite the efforts of the responsible institutions, zones where recruitment of minors and youth persist have been identified in Nariño and Putumayo due to the presence of illegal armed groups such as FARC, ELN and at least eight different BACRIM.

In Putumayo and Nariño, the issue of child recruitment is severe. In the last quarter of 2009 alone reports indicate 17 youth were recruited by illegally armed groups in Putumayo, making it the department with the eighth highest rate of youth recruitment. However, on the positive side six Child Youth Soldiers disengaged.

USAID supports the DR process of former members of Illegal Armed Groups (IAG) through four interrelated activities: effective legal processing and monitoring of ex-combatants, verification of the demobilization and reintegration process, support for reconciliation and reparations of victims, and peaceful reintegration of ex-combatants. USAID also supports income generation initiatives, productive projects, and vocational skills training for adult ex-combatants and child soldiers disengaged from IAG.

In Putumayo and Nariño, MAPP/OAS (Mission to Support the Peace Process from the Organization of American State) is the special mission sent by the Organization of American States to verify the demobilization and reintegration process in Colombia. USAID through IOM supports two MAPP/OAS offices in the region. One located Pasto, Nariño and one located in Puerto Asis, Putumayo.

Moreover, USAID DR program supports the strengthening of institutions in charged of the reintegration of ex combatants in the region. Additionally, USAID supports the High Commissioner for Reintegration Office (ACR) initiative to actively search for minors ex-combatants that were not disengaged from the IAG at the time of the paramilitaries (AUC) demobilization. One service Center for Child Soldiers has stated operating in the first semester of 2010 in Puerto Asis, Putumayo. Additionally USAID is supporting the National Commission for Reintegration and Reconciliation (CNRR) in the implementation of its mandate, supporting and attending victims of the armed conflict.

#### Southern Region - Citizen Security Planning and Community Policing

In order to consolidate state presence in the region, local governance must be strengthened, effective citizen participation enhanced, and citizen security and co-existence must be pursued. The contractor shall through Technical Assistance strengthen local governments' planning, administrative, finance and service provision capabilities, so they can better respond to community needs. Efficient and transparent public and social services provision is a key element in building confidence between local governments and communities. And also, strengthening community organizations, especially vulnerable populations' ones will contribute to consolidate state presence while improving people's lives. Continue support to previous USAID programs like Radios Ciudadanas, Viernes del Concejal, as well as bringing national programs like: adult literacy, ID registration, Valor de la palabra, ICBF and Ministry of education programs will contribute to this effort. Special attention should be paid to citizen security and co-existence initiatives such as the National Police Program "Departamentos y Municipios Seguros", community-based policing, improved citizen security planning/management, youth and domestic violence prevention efforts, neighborhood watch type activities, establishment or strengthening of data information systems (security observatories) and strengthening of local security councils. Additionally, social and productive infrastructure projects, including improvement of tertiary roads, are seen as a key element in the consolidation of state presence. It provides quick impact activities but also it contributes to build confidence in local authorities and strengthening community participation while solving communities' basic needs.

#### Southern Region - Key Agricultural Sectors

Small farm agriculture in the Southern Region has been historically limited to basic non-intensive food

production and cattle farming under extensive grazing systems. In the past three decades small farmers found in coca cultivation the opportunity to engage in an income generating productive activity. Many of the communities growing coca never saw their practice as an illegal activity until Plan Colombia. In Southern Region municipalities, both small and large scale farming have failed to become sustainable and profitable due to phytosanitary reasons, lack of appropriate technologies, limited access to markets and poor commercialization strategies, among other reasons.

Viability of sustainable small farm agricultural development in the Southern Region will require specific attention to following characteristics:

- Cultural differences between Afro-Colombian communities, indigenous groups, and small farm *campesinos*
- Fragile natural resources and ecosystems
- Current climatic and soil conditions
- Vulnerability and adaptation to climate change.
- Poor and deficient infrastructure and elevated transportation costs
- Demanding phytosanitary management due to environmental conditions
- Access to market constraints
- Weak organizations with limited capacities and low literacy levels
- Culture of illegality
- Informal business practices
- Violence, coca cultivation, and presence of armed groups
- Limited technical assistance and extension services from state organizations (municipalities, Departments and Ministry of Agriculture)
- Limited private sector investment
- Difficult credit access for ethnic groups in collective territories and for small farms families lacking land titles

Agricultural development must be approached with a sustainability perspective aiming at long-term sustained yields through the use of ecologically sound management technologies and practices appropriate to the culture of target communities. Appropriate cultural practices for Afro-Colombian communities will not necessarily be the same for small farm *campesinos* or for indigenous groups. Fertilization plans and mechanisms shall be designed considering cash flow limitations of small farmers. Chemical inputs for fertilization and pest control shall be limited as much as possible. When the use of chemical inputs is absolutely necessary; they must be incorporated into mandated environmental compliance procedures as stated in USAID regulations. Further, USAID's experience with small farming communities in the Southern Region highlights the need to continue developing local agricultural systems which consider conditions and variability of the natural environment. Crops must incorporate appropriate agricultural systems that take into account sustainable approaches to pest management and plant competition. Agriculture in these circumstances shall be managed and integrated into the natural systems rather than a strict focus on the "target" crop.

In the Southern Region, it is essential that production be diversified and shall include a variety of sustainable options such as, but not limited to: agro-forestry, short and long term crops, silvopastoral, artesian/small scale fishery, and aquaculture. Farm or industry-level assistance for Oil Palm will not be supported. Food security and production for local markets must be diversified to improve nutrition of beneficiary communities. It is a requisite that crops and yields be market-driven starting with local commercialization opportunities before aiming at regional or national/international markets. Support to crops with regional or national/international market perspectives must include development of post-harvest processing adding value to production assuring profitability for small farmers. Innovative approaches to establishing alliances between small farmers and commercialization channels are required.

Biodiversity and natural forest conservation approaches should also be considered as a means to strengthen community development and governance. It is expected that proponents include in their approaches support to activities seeking payments for environmental services and sustainable use of biodiversity and non-timber forest products. This requires coordinated planning and management across landscapes by multiple institutions and actors.

Other income generation activities through support to SME's of other sectors both urban and rural shall be considered. Income generation activities shall not be limited to agriculture only. Other sectors such as artisans and tourism with economic development potential shall be explored.

### Gender

Gender issues are central to the achievement of strategic plans and Assistance Objectives, and activities under the CELI-Northern & Southern contract shall help promote gender equality, in which both men and women have equal opportunity to benefit from and contribute to economic, social, cultural and political development; enjoy socially valued resources and rewards; and realize their human rights. USAID/Colombia most recently carried out a gender assessment in August 2007 that looked at gender in the context of armed conflict. USAID expects that the CELI Contractor will incorporate this analysis into their technical approach and program implementation ([http://pdf.usaid.gov/pdf\\_docs/PDACJ922.pdf](http://pdf.usaid.gov/pdf_docs/PDACJ922.pdf)). Based on this analysis, the Contractor shall work with USAID to ensure that contract activities and partners support gender equality within the consolidation zones, with a special focus on Afro-Colombian and indigenous women, who are particularly vulnerable to gender discrimination. Finally, the Contractor shall provide gender disaggregated data for contract activities that will contribute to reporting and continued analysis of gender within the consolidation zones.

## **C.3 OBJECTIVES**

### **C.3.1 End State Goals for Consolidation**

USAID's activities in CSDI zones are expected to help advance the GOC's PNC towards a sustainable end-state where peace and security are permanent, civilian state entities are providing the services expected of any legitimate and democratically-elected government, legal livelihoods supplant illegal economic activities, and active citizen participation demands accountable and transparent governance. Through the required results and other contributing results to be proposed by the Contractor based on their technical approach, the CELI-Northern & Southern project shall contribute to the following **end-state goals** derived from USAID's Interim FY 2009-2014 Strategic Framework.

- A larger, more vibrant licit economy that provides livelihoods for an increased number of Colombians living in/near the conflict zones;
- Increased job creation and productive opportunities in the licit economy in target areas;
- Expanded participation of Colombian civil society in governance so that they can demand a more accountable and responsive government;
- A more effective and democratic state presence in Colombia's critical conflict zones;
- More effective and institutionalized coordination among all levels of government;
- Sustainable social and economic stabilization and reintegration/return of Colombia's conflict-affected populations in the target zones, exercising their full rights and responsibilities as citizens; and
- Greater Colombian control over its transformation, with decreased reliance on the United States, and a stronger Colombian strategic regional and international partner for the United States.

Under the CELI-Northern & Southern contract, the Contractor will only be responsible for specific results

related to the transparent and accountable provision of social services and the promotion of socio-economic development and licit livelihoods. However, the Contractor's activities and results will be part of a larger effort by the GOC, USAID, USG, other donors, the private sector and civil society to achieve the durable consolidation of state presence in priority CSDI zones. Activities and potential results may vary based on the level of security and degree of consolidation of state presence in each zone, and the Contractor must remain aware of how the CELI-Northern & Southern program fits into and contributes to the broader end state goals.

### C.3.2 Overall USAID Program Vision and Impact

USAID activities implemented through this contract will help to achieve sustainable state presence and consolidation in target consolidation zones. In this context, sustainability does not imply survival of individual activities but rather the permanent consolidation of state presence. Sustainability of consolidation efforts will be the result of an integrated effort of the CELI contracts along with other USAID, USG, international donors, civil society, private sector, and GOC programs operating in these priority zones. The overall impact of USAID programs will be measured by changes in community cohesion as well as citizens' engagement with and perception of the government. Ultimately USAID will exit consolidation zones when activities and combined efforts can "graduate"<sup>11</sup> communities or activities in areas where institutions and government presence are permanent.

USAID/Colombia will provide indicators during contract implementation to track overall program impact. These specific outputs related to these impact indicators will not be requirements for the CELI- Northern & Southern contract, but the Contractor shall be responsible for collecting these impact indicators where directed by USAID/Colombia and shall consider how contract activities will support overall program impact. The Contractor shall work with USAID, the Mission Monitoring and Evaluation (M&E) Contractor and the EVIDINCE project<sup>12</sup> to develop and implement mechanisms to track these impact indicators upon contract award and throughout implementation. The Contractor will also work with the EVIDINCE project to design interventions and their phase-in to maximize the ability to measure program impact.

### C.3.3 Objectives and Required Results

USAID/Colombia currently plans to implement the CELI-Northern & Southern contract using funds from "Assistance Objective 1 (AO 1) Licit livelihoods in targeted geographic zones Expanded." The CELI-Northern & Southern Contractor shall obtain results that contribute to the assistance objective and intermediate results under AO 1 of USAID/Colombia's interim FY 2009-2014 Strategic Framework

- AO 1 Licit livelihoods in targeted geographic zones expanded
  - IR 1.1 Local market-based economies fostered
  - IR 1.2 Utilization of quality locally provided social services enhanced
  - IR 1.3 Community capacity for licit local development increased

USAID/Colombia has developed required indicators and outputs for the CELI-Northern & Southern contract that serve as proxy indicators for the Contractor's impact on consolidation in the Northern Region and that fulfill reporting requirements for USAID/Colombia funding for livelihoods and alternative development funds. At a minimum, USAID expects that the CELI-Northern & Southern Contractor shall achieve the following results:

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<sup>11</sup> The criteria for defining *graduation* will be defined in close collaboration with appropriate entities of the Colombian government and the USG - including the Monitoring and Evaluation Team of USAID and the EVIDINCE team.

<sup>12</sup> The EVIDINCE project is a DOD funded grant with four U.S. universities (Princeton, Yale, Stanford, and University of California-San Diego) to analyze the impact of development activities in conflict and post-conflict zones. USAID/Colombia has signed a Memorandum of Understanding with the EVIDINCE project to help evaluate the impact of USAID's programs in CSDI zones.

Indicator: Number of families benefited by alternative development or alternative livelihood activities in USG-assisted areas (disaggregated by female- or male-headed families)

Output: 102,000

This indicator indicates the scope of the program and defines the minimum number of families that need to be reached by the CELI-Northern & Southern contract in order to have a significant impact on the target areas. The contractual output represents significant coverage for USAID activities working with families within the Northern and Southern Region CSDI zones.. The required output shall focus primarily on families in consolidation zones that are undergoing the transition to a licit economy and government presence.

Indicator: Number of municipalities strengthened by USG programs

Output: 39 (refer to Geographical Focus section above for initial target municipalities)

Strengthened municipalities are those municipalities in targeted consolidation zones with social or productive infrastructure projects that have been completed by the CELI Contractor with participation of the community, government entities, and/or other local groups. Completion of the projects will increase local government capability and credibility of the government in the eyes of the community. These activities shall also increase community cohesion, confidence, and willingness to support and participate in national or local development initiatives with the government, private sector and civil society. A strengthened municipality shall also demonstrate sustained ability for government actors (mayors, departmental government, and regional representatives and programs of national government) to provide regular presence of state services and for citizens to seek services from their government.

Indicator: Number of hectares of alternative productive crops targeted by USG programs under cultivation

Output: 73,500

The number of hectares devoted to licit agriculture and/or forest products demonstrates the success of the CELI-Northern & Southern contract in helping farm families to transition from dependence on illicit crops as a major source of income and begin to produce licit crops. This output represents a significant advance in the shift to a licit economy that is a key indicator for sustainable consolidation of post-conflict zones.

Indicator: Full Time Equivalent (FTE) jobs created with USG assistance (gender disaggregated)

Output: 74,000

This is a minimum target for creating FTE jobs into to ensure that residents of the target areas are connected to the licit economy and can depend on income or funds from licit activities to provide sustainable livelihoods to their families. This output captures both rural livelihoods generated by hectares of licit crops as well as the range of non-agricultural licit livelihoods that shall be part of the economy as consolidation advances.

### C.3.4 Other Required Results

In addition to the required results above, the Contractor shall propose additional indicators and outputs for the contract based on their technical approach, including at least one for the capacity building component. While the required results above contribute to the achievement of results under AO 1, offerors shall keep in mind that livelihoods efforts in consolidation zones will require integrated, holistic interventions. Therefore, offerors shall

develop additional required results and outputs that will allow both USAID and the Contractor to effectively monitor impact in an integrated manner that considers not only livelihoods but also the whole range of impacts on vulnerable populations, governance, social cohesion, and resource use. It is likely that additional outputs will also indirectly support USAID's other three assistance objectives: AO2 Mitigate the impact of conflict for targeted vulnerable communities; AO3 Strengthen democratic governance and respect for human rights; and AO4 Reduce Threats to Biodiversity and Impacts from Climate Change, and the Contractor shall be aware of those linkages. USAID has asked the Contractor to propose these additional required results and outputs to ensure that outputs are suitable aggressive without reducing the offerors' ability to develop a technical approach to rapidly and effectively respond with a range of interventions to improve livelihoods and consolidate GOC state presence in priority zones. These additional required results and outputs will be incorporated into Section C of the contract.

The Contractor shall conceptualize short-, medium- and long-term indicators to measure overall progress and help guide the transition between Rapid Response and Institutional Support Activities and Long-term Livelihoods and Institutional Capacity Activities. The Contractor shall take care to ensure that results contribute to the overall program objectives and do not inhibit the contract's flexibility to respond to opportunities working in consolidation zones. The Contractor's proposed indicators will be included as required results for the contract. Because the political and security situation is fluid in these consolidation zones, USAID will use the quarterly strategy reviews to regularly review progress toward overall program indicators and ensure that these results are contributing to both USAID and the GOC's overall goals under CSDI and the PNC.

Below, USAID has included an illustrative list of potential indicators from across the Mission Interim Strategic Framework that could be used to monitor the integrated, holistic interventions under the CELI- Northern & Southern contract. USAID does not expect to utilize all of these indicators, and the Contractor may use the illustrative indicators from this list or propose alternate indicators to measure achievement of results under the contract. The Contractor shall propose a concise set of illustrative indicators and outputs that can clearly and efficiently measure the impact of CELI- Northern & Southern activities. The Contractor's proposed indicators must be disaggregated by gender, ethnic group, region, sector, etc, when appropriate to help USAID measure and analyze impact in a more discreet manner. At contract award, the Statement of Work will contain final required indicators.

Illustrative Indicators:

#### Rapid Response and Institutional Support Activities

- Change in perception of government presence and the ability to meet urgent needs
- Number of families participating in food security activities
- Number of work days (jornales) generated by rapid-impact income generation activities
- Number of municipal and departmental rapid impact social service activities for recently recovered areas
- Strengthened local level capacity to respond to threats of displacement – i.e., community contingency plans and/or displacement prevention plans – and to attend to displaced persons, assisting them to stabilize and ultimately reintegrate
- Number of small scale social infrastructure projects leveraging local government resources in response to communities' prioritized needs socialized and built with active citizen participation and oversight.

#### Long-term Livelihoods and Institutional Capacity Activities

- Increased citizen confidence in GOC institutions in targeted zones, measured by quantitative and qualitative surveys of citizen's attitudes towards delivery of social services and performance of local, departmental and national governments
- \$ of private funds leveraged
- Number of SMEs created or strengthened

- % average change of beneficiaries household income-level
- Number of hectares under improved natural resource management as a result of USG assistance
- Number of active financial services clients by gender and ethnic origin (including from microfinance institutions, community/rural financial institutions and banks)
- Number of people benefiting from USG-supported social services (disaggregate “people” by women, men, vulnerable children, IDPs, persons with disabilities, and other targeted vulnerable populations including Afro-Colombians and indigenous; disaggregate “social services” by health, housing, education, and other targeted services)
- Percentage of municipal budget execution as a result of strengthened public administration management.
- Number of municipalities applying transparency and accountability tools and increased citizen perceptions of local government accountability
- Number of beneficiaries of GOC National Programs
- Number of municipalities which have improved public and social services provision
- Number of municipalities which have increased their revenues
- Number of municipalities with approved citizen security plans with budget line item allocated.
- Number of social organizations/networks strengthened
- Number of social and productive infrastructure projects built with active community participation
- Number of IDPs/VP housing units built
- Number of departments/municipalities which have strengthen their planning, budget and infrastructure offices/units.
- Governance and public/social service provision measured by DNP Good Governance index
- Number of children enrolled in schools and number of certified schools as a result of proper use of designated education resources
- Number of properly trained teachers as a result of strengthened municipal and departmental governments
- Number of houses receiving adequate utilities services
- Number of community based organizations (CBOs) and/or producer associations strengthened
- Number of CBOs and/or producer associations that improved their Indice de Capacidad Organizativa (ICO)
- Number of citizen oversight groups supported
- % of community based organizations that have participated in the planning, prioritization, formulation of a community project
- Number of families returned to their place of origin
- Number of communities assisted by USG-funded reintegration programs
- Number of ex-combatants, armed belligerents enrolled in USG-assisted programs that transform them from military to civilian status
- Number of youth participating in local government recruitment prevention initiatives
- % of beneficiaries that report adequate security in their community (police response, citizen security, subversive incidents, etc.)
- Number of IDPs assisted (through education, health, food security, income generation, housing, and other activities) – short-term indicator
- Number of IDP projects (i.e., integrated activities involving aspects of health, education, income generation, housing, etc.) that have achieved sustainability over time
- Number of IDPs “stabilized” – (i.e., not fully reintegrated into the community but who have been transitioned toward the first stages of reintegration / “graduation”
- Number of local civil society organizations strengthened to represent citizen interests and monitor government effectiveness and responsiveness

- Number of civil society initiatives with community input to improve safety within a community
- Percentage of municipalities in CSDI zones with development plans, corresponding budgets and internal controls systems, and updated tax codes in place; increased rankings on Transparency International's Municipal Transparency Index for Colombia

#### Implementation of National Policy Frameworks

- Number of land titles issued in consolidation zones and times spent in the titling process
- Number of contingency plans developed for populations in target areas

#### Capacity Building Activities

- Number of new departmental or local PNC/CSDI interventions
- Amount of departmental resources dedicated to new PNC/CSDI interventions
- Number of new staff dedicated to new PNC/CSDI interventions

### **C.3.5 USAID/Colombia Operational Plan**

USAID is responsible for setting targets for performance under the F framework in the annual Operational Plan. The Contractor shall report performance under this activity in order to contribute to the Colombia Performance Plan Report and the "F" annual Operational Plan. Each CELI project will measure program results in accordance with the standardized Foreign Assistance Strategy Framework indicators and other required reports as requested. Funding for the CELI- Northern & Southern contract falls under Economic Support Funds (ESF). In the future, funding for the CELI- Northern & Southern contract may come from multiple funding sources under the "F" framework, and the Contractor shall ensure that their management systems include sufficient capacity to track required indicators by funding source.

## **C.4 TASKS**

### **C.4.1 Follow-on Activities from Existing USAID/Colombia Activities**

Most activities under the CELI- Northern & Southern contract will be new. However, the selected Contractor shall anticipate undertaking specific contract activities that were started under previous USAID programs. The selected Contractor should be prepared to fund these activities immediately upon contract award. Examples of such activities include currently ongoing USAID Territorios Étnicos Productivos (TEP)<sup>13</sup> and bridging activities. The Contractor shall assume that any follow-on activities from current USAID programs will be funded through the contract's activity fund.

For Northern Region activities, Cimientos will also be active in the Catatumbo region upon the start of the new CELI-Northern contract. The objective of the Cimientos -Regional Governance Consolidation Program (RGCP), implemented by Management Systems International (MSI), is to improve the Colombian government's regional stabilization efforts by implementing activities that enhance the legitimacy of democratic systems and institutions by building capacity of local institutions to implement good governance practices and improved service delivery. The program will operate in the Catatumbo region until September 2011, focusing on five strategic areas: (i) strengthening public administration; (ii) improving health service provision; (iii) improving education service provision; (iv) improving citizen security and coexistence; and, (v) enhancing citizen participation. RGCP works in ten municipalities in the Department of Norte de Santander: Abrego, Convención, El Carmen, El Tarra, Hacarí, La Plata, Ocaña, San Calixto, Teorama, Tibú. The Contractor shall continue strong working relationships with local government authorities and may bridge current initiatives into the new program by the end of the Cimientos contract in September 2011. Sub-national elections for governors, mayors, and municipal and departmental assemblies will be held in October

<sup>13</sup> TEP: is a Mission wide initiative that started in 2008 to work on income generation, institutional strengthening, and food security activities within Afro-Colombian and Indigenous territories in Cauca, Nariño, and Buenaventura.

2011. Therefore, the Contractor will support efforts to ensure an effective transition from outgoing administrations to newly elected administrations, and will strengthen the capacity of new administrations to fulfill their roles and responsibilities. The Contractor would not be expected to initially begin program implementation in this region. This decision shall be made in coordination with USAID.

#### **C.4.2. Illustrative Activities in the CELI- North/South**

Under the CELI- Northern & Southern contract, the Contractor shall maintain sufficient flexibility in programming to adapt project activities to the fluid operating environment in recovered territories. Quarterly strategy reviews (see C.5.2.a) will provide a forum to evaluate and adjust contract activities. Through this iterative process, the Contractor will work with USAID and the GOC to ensure that activities achieve the required results to strengthen consolidation of state presence in the Northern Region and also respond proactively to opportunities as the GOC's consolidation efforts progress and permanent territorial security is recovered. Based on the interaction with the RCC and the windows of opportunity to support consolidation, the Contractor's activities will fulfill three primary roles/purposes:

- **Advisor:** The Contractor may advise/facilitate/carry-out activities for the RCC based on capacity of RCC and context;
- **Implementer:** The Contractor may take a primary programming role (project design, development and implementation, leveraging, M&E, etc to be carried out in partnership with USAID and GOC as further described in the SOW.); and
- **Capacity building:** The Contractor will provide capacity building for the RCC, other GOC agencies, and CELI partners and implementers to carry-out consolidation.

These roles/purposes are not exclusive. The Contractor will undertake all three roles simultaneously based on how USAID, the GOC, and the Contractor decide to complement other consolidation efforts.

USAID has identified several illustrative activities that could be performed by the Contractor under the CELI- Northern & Southern contract. The illustrative activities are disaggregated into 1) rapid response and institutional support activities, 2) long-term livelihoods and institutional capacity activities, 3) implementation of national policy framework activities (in close coordination with the USAID public policy contract) and 4) capacity building activities. In many respects, capacity building activities will be local ownership and implementation of illustrative activities from the first three categories. This list of activities is not intended to limit the types of activities that can occur in the different phases of project implementation under the CELIs or proscribe that all of these activities shall be part of the CELI- Northern & Southern contract. Rather this illustrative list demonstrates the range of programming that may be possible in consolidation zones. At contract award, the Statement of Work will contain final required activities.

#### Rapid Response and Institutional Support Activities

- Provide food security to target communities
- Support rapid impact income generation activities
- Support immediate short-term social service interventions to meet urgent needs and improve community perception of government presence.
- Develop and implement rapid response community infrastructure activities prioritized by communities.
- Increase community participation in local development plans and in project implementation
- Provide technical assistance as well as logistical and planning support to the Regional Coordination Centers (RCCs) under the PNC

#### Long-term Livelihoods and Institutional Capacity Activities

- Develop agribusiness sustainable projects, leveraging private and public capital, in targeted areas

- Develop micro and SME projects/Alliances, leveraging private and public capital, in targeted areas
- Strengthen micro and SMEs/Alliances for increased job creation
- Develop sustainable forestry income-generation/conservation projects
- Support market-driven job training, including vocational and technical training
- Facilitate design and/or repair or improve tertiary roads or other transportation infrastructure
- Build productive infrastructure, such as irrigation, collection centers, machinery, agricultural information systems
- Build community driven and co-financed productive infrastructure, such as irrigation, collection centers, machinery, agricultural information systems
- Build community driven and co-financed social infrastructure projects (cultural center, schools, housing, rural electrification, aqueducts and sewage, health units)
- Facilitate local land tenure processes and systems, including formalization of titles, restitution, protection and legal assistance.
- Increase access to financial services for individuals and small associations
- Improve delivery of quality social services
- Improve utilization of quality social services
- Strengthen municipal governments in 3 areas: planning, budget, transparent management and public services provision
- Provide support for the development of joint national, departmental and/or municipal strategies and/or projects with all levels of government to implement activities to improve services, governance and/or economic development
- Develop or strengthen Afro-Colombian and indigenous organizations and Vulnerable Population organizations (IDPs, youth, women)
- Support indigenous and Afro-Colombian organizations with increased capacity for internal regulation, advocacy and networking.
- Develop or strengthen producer associations
- Support civil society to increase dialogue with local government
- Support civic education
- Support citizen oversight initiatives (veedurias) to impartially monitor the quality and effectiveness of public services
- Strengthen CSOs that advocate for the needs and provide direct assistance to vulnerable populations
- Strengthen community based organizations
- Support processes for reparations, resettlement, returns and graduations
- Incorporate environmental management and best practices in project design and implementation
- Support the justice sector
- Support the access to justice strategy
- Support the social infrastructure such as schools and health centers in the veredas
- Support development and implementation of life/ethnic development plans with indigenous communities.
- Support to Afro-Colombian and indigenous community members to participate traditional and subsistence activities that foster food security.

#### Implementation of National Policy Frameworks

- Support development of conflict mitigation and management contingency plans for populations in target area
- Support implementation of key policy actions (i.e., laws, decrees, institutional reforms, policy papers) that impact on conflict-affected populations in the target area.

- In close coordination with the USAID public policy contract, implement activities and pilot projects aimed at resolving key policy constraints impacting the consolidation zones, including land titling and access to financial services

#### Capacity Building Activities

- Help develop/improve expertise of local municipalities to design, implement and monitor agribusiness, SME and service delivery projects
- Assist any municipalities whose social development funds have been embargoed regain legal representation and ability to receive national transfers
- Support the development or augment the capacity of departmental/local planning departments to coordinate and manage departmental/municipal development plans and assign resources accordingly. This also includes coordination with Ministry of Commerce Regional Competitiveness plans and an increased ability to access central government financing
- Facilitate and improve the use and dissemination of national GOC programs at the local level, including the Ministry of Agriculture and Fomypyme programs.
- Facilitate and improve the use of local development and Life Plans of autonomous peoples (Afro-Colombians and indigenous).
- Support the development and adaptation of the Fomypyme/MIDAS SME operational model at the departmental level (USAID will share lessons learned from previous programs)
- Support the development and adaptation of the Small and Medium Enterprise (SME) operational model at the departmental level (USAID will share lessons learned from previous programs)
- Support the development and adaptation of the ADAM small infrastructure operational model (USAID will share lessons learned from previous programs)
- Strengthen civil society organization to represent citizen interests and monitor government effectiveness and responsiveness and improve community safety
- Strengthen local authorities' management of health service providers to ensure quality municipal health coverage through the subsidized health care system
- Support the development of vulnerability, risk and opportunity maps for local organization to employ in recruitment prevention projects with youth, indigenous and Afro Colombian communities
- Facilitate local government educational spending to ensure schools are certified with well-trained quality teachers
- Support local governments in full and transparent annual budget execution to carry out projects
- Support municipal and departmental governments to apply transparency and accountability mechanisms

#### In the Northern Region, the program will implement income generation activities in key Agricultural Sectors

Small farm agriculture in the Northern Region has been historically limited to basic non-intensive food production and cattle farming under extensive grazing systems. In the past three decades small farmers found in coca cultivation the opportunity to engage in an income generating productive activity. Many of the communities growing coca never saw their practice as an illegal activity until Plan Colombia. In Northern Region municipalities, both small and large scale farming have failed to become sustainable and profitable due to phytosanitary reasons, lack of appropriate technologies, limited access to markets and poor commercialization strategies, among other reasons. Small farm communities in the Northern Region are highlighting the need to continue developing local agricultural systems incorporating mechanisms to accommodate crops to the variability of the natural environment and protect them from pests and competition. Agriculture in these circumstances involves managing resources other than the “target” crop.

In addressing small scale agricultural activities in the North, the Contractor shall implement production systems that balance environmental and economic risk to maintain the productive base of agriculture over

time. Fertilization plans and mechanisms shall be designed considering cash flow limitations. Chemical inputs for fertilization and pest control shall be limited as much as possible.

Viability of sustainable small farm agricultural development in the Northern Region will require specific attention to following characteristics:

- Cultural differences among groups, and small farm campesinos
- Fragile natural resources and ecosystems
- Poor and deficient infrastructure and elevated transportation costs
- Demanding phytosanitary management due to environmental conditions
- Access to market constraints
- Weak organizations with limited capacities and low literacy levels
- Culture of illegality
- Informal business practices
- Violence, coca cultivation, and presence of armed groups
- Limited technical assistance and extension services from state organizations (municipalities, Departments and Ministry of Agriculture)
- Limited private sector investment
- Difficult credit access for ethnic groups in collective territories and for small farms families lacking land titles

Agricultural development must be approached with a sustainability perspective aiming at long-term sustained yields through the use of ecologically sound management technologies and practices appropriate to the culture of target communities. Appropriate cultural practices will not necessarily be the same for small farm campesinos or for indigenous groups.

In the Northern Region, it is essential that production be diversified and includes sustainable agro-forestry, artesian/small scale fishery, and aquaculture. Farm level assistance for Oil Palm will not be supported. Food security and production for local markets must be diversified to improve nutrition of beneficiary communities. It is a requisite that crops and yields be market-driven starting with local commercialization opportunities before aiming at regional or national/international markets. Support to crops with regional or national/international market perspectives must include development of post-harvest processes adding value to production assuring profitability for small farmers.

#### **C.4.3 Program Start-Up Conference**

The Contractor will participate in a two-day start-up session to be held with USAID and the GOC. Contractor participants must include key personnel and start-up staff. The Contractor shall organize this conference in close coordination with USAID which will take place shortly after notification of award.

USAID will establish a detailed agenda for this session. A central part of the session will be to ensure mutual understanding of the roles and relationship between the Contractor, USAID, and the GOC. USAID and the GOC will update the Contractor's staff on the status of consolidation in the target zones as well as the current political and security situation within the Northern Region. The Contractor and USAID will also use this session to discuss the start-up plan for the contract, begin discussions regarding initial contract activities, and discuss initial expectations for Contractor performance based on the indicators and targets for the contract.

The Contractor will be responsible for travel, security and logistics for Contractor staff to attend the start-up conference in Colombia.

Due Date: Within 1 week of award notification.

#### **C.4.4 Grants Under Contract**

USAID/Colombia has received approval for a deviation to permit the Contractor to enter into Grants under Contracts (GUCs) with Foreign Governmental Organizations. The Contractor shall anticipate making in-kind grants to local and departmental government actors to carry-out activities in the name of the GOC.

The CELI- Northern & Southern Contractor shall have the capacity to develop and carry-out grants activities with a wide range of governmental and non-governmental organizations. A major component of this contract shall be an activity fund in the amount of \$58 million. The majority of this activity fund will be directly managed by the CELI- Northern & Southern Contractor as grants under contract although the Contractor may propose other types of program activities utilizing this fund. In support of USAID's efforts to develop and support local institutions and groups through its activities, the majority of grant recipients shall be directly from the Contractor to local Colombian entities although there may be exceptions to work with International Organizations and International NGOs. The Contractor's grant-making system shall be suitably flexible to work with a wide range of both informal and formal groups to carry-out consolidation activities in the Northern Region.

In transition zones where the GOC has only recently recovered minimum security, the Contractor shall plan to develop and implement rapid, in-kind grant activities in order to work with informal groups and to facilitate procurement and implementation of activities in transition zones. Working with informal groups in these transition zones is a key component of re-establishing trust in these communities where there are often no formal local associations or institutions. The Contractor shall also anticipate providing technical assistance in-kind for these local organizations as a component of these grants. In areas that have advanced beyond the initial transition phase, the Contractor will likely work with formal associations and institutions to strengthen their capacity. Some of these formal groups shall include informal associations that were legally formed and strengthened during the transition phase.

Contractor staff shall have the primary responsibility for identifying and developing grant activities; however, USAID, at times, may develop and propose grant activities to achieve consolidation goals under this contract.

Per C.5.3, the Contractor is required to submit an initial grants management guide as part of the proposal. Using this initial grants management guide, the Contractor should demonstrate the ability to rapidly begin to award initial small grants as an element of rapid programmatic start-up.

#### **C.4.5 Key Personnel**

The Contractor shall propose appropriate personnel to obtain the results set forth in this scope of work. These include cost and quality control of all tasks and assignments undertaken to achieve the contract results. The Chief of Party/Director will be required to be key personnel. Due to the scope of the Activity Fund for this contract, the Contractor shall also designate as key personnel the individual who will be responsible for oversight and management of the Activity Fund. This individual should have significant experience in the management of large grants under contract portfolio. The Contractor may designate up to three additional key personnel that are deemed essential to meet the contract results identified in this scope. Innovative mixes and combinations of management area specialties and expertise based on the technical approach are encouraged, and the Contractor shall clearly define why additional positions are considered key personnel. Key personnel and/or other technical staff proposed shall reflect significant experience and success in obtaining the type of results required by this scope of work. The candidates must be able to work with a wide range of counterparts and beneficiaries, from USAID representatives and senior-level GOC officials to NGO representatives and local civil society.

The Contractor shall propose key personnel (no more than five (5) or 5% of Contractor employees working on the contract, whichever is greater). Key personnel proposed and accepted in the successful offeror's proposal will be incorporated into Section C of the contract, and replacements for key personnel shall be of equal or better qualification to be accepted by USAID. Colombian key personnel are strongly encouraged.

The Contractor shall ensure that their proposed staffing reflects sufficient capacity in English to effectively liaise with USAID and other USG entities.

USAID expects that offerors will have access to any local personnel needed for this contract, and exclusivity agreements with local staff in the proposal phase are strongly discouraged by USAID.

#### **C.4.6 Institutional Framework**

The Contractor will develop contract activities with local organizations that can provide the needed skills and systems required to meet the contract results and objectives. The Contractor shall choose from among local organizations not bound by exclusivity agreements to ensure that the best local talent is available and utilized for any given activity. Exclusivity agreements with local organizations are strongly discouraged by USAID.

#### **C.4.7 Coordination with Other USAID Programs, USG, GOC and International Donor Programs**

The CELI- Northern & Southern Contractor shall seek to complement and coordinate activities with other USAID activities that may be active in the targeted region. A new USAID public policy program will support a joint GOC and USG policy, legislative and institutional reform agenda across all technical areas. This new program will provide technical assistance to support and/or implement public policy development and/or reform for issues affecting USAID-supported initiatives including the CELI- Northern & Southern. Policy issues will include, but will not be limited to, land, access to finance, labor, displaced persons, persons with disabilities, municipal governance and finance, and competitiveness. The CELI- Northern & Southern Contractor may implement pilot activities that address public policy issues identified in coordination with the USAID/Colombia public policy contract.

The Contractor will also complement and coordinate with USAID's on-going IDP and Vulnerable Populations' programs with a presence in the region, including those implemented by the International Organization for Migration, Profamilia, Mercy Corps and any new IDP-related activities that may be initiated during the life of the contract.

USAID also intends to support a national Access to Justice Program (AJP) that will focus primarily in CSDI priority municipalities. The CELI- Northern & Southern Contractor shall work closely with USAID's AJP mechanism to ensure that justice activities are integrated with other consolidation efforts in the zone. This will include constant communication and feedback with AJP. The Contractor may support small justice-related activities jointly with the other USAID implementer to advance consolidation in the zone, and if those activities are related to prosecutors, Contractor will coordinate with the Embassy Department of Justice (DOJ). USG support to the Colombian Attorney General Office is mainly provided through OPDAT-DOJ. The Contractor shall also coordinate all human rights-related activities with USAID's national human rights program.

As appropriate, the CELI- Northern & Southern will be coordinated closely with any USAID-funded, national-level programs that have programmatic presence in the target area, such as the CASE <sup>14</sup> program, the COL Program<sup>15</sup>, the ACIP Program, assistance to the Internally Displaced and Other Vulnerable Populations

<sup>14</sup> CASE: Competitive Agricultural Sectors. Formerly known as Competitive Rural Enterprise (CRE)

<sup>15</sup> COL: Culture of Lawfulness Program that will promote transformation of targeted CSDI communities into a culture of legality that will in turn increase community support for the Government of Colombia (GOC) activities.

Program, the Demobilization and Reintegration Program, the Human Rights Program, the Access to Justice Program, the Political Parties and Elections Program, the Trade Union Strengthening Program, and the Support Program for Attention to Child Ex-Combatants and Prevention of Recruitment of Children and Youth by Illegal Armed Groups and the Integrated Family Health for Internally Displaced and Vulnerable Populations Program. Finally, the Contractor shall work closely with the new USAID M&E Program.

USAID has supported the Colombian Demobilization and Reintegration (DR) process since 2005, providing technical assistance, logistical and administrative support to several Government of Colombia (GOC) agencies to reintegrate demobilized ex combatants and support GOC entities to provide victims guarantees of truth, justice, judicial reparations and guarantees of no repetition, as part of the Justice and Peace process. The Contractor shall coordinate with the existing Demobilization and Reintegration (DR) programs, implemented by IOM through September 2014, to reintegrate demobilized ex-combatants and child soldiers and support the Justice and Peace process to socio-economically stabilize conflict victims. Similarly, the contractor should collaborate on prevention strategies with indigenous and Afro-Colombian communities. Effective prevention strategies may include developing vulnerability, risk and opportunity maps with municipal government and RCC support, to sequencing of consolidation activities diminish rather than promote an environment for recruitment.

NAS identifies the Southern Region as a priority for local police strengthening activities and has begun extensive programming in improving police-community relations through outreach and small community infrastructure activities in Nariño. The continued predominance of coca production will continue to draw the focus of the NAS supported GOC aerial fumigation and manual eradication programs, and prevalence of illegal groups and narco-trafficking requires further collaboration in interdiction efforts. NAS has been a critical partner in the development of the Tumaco and Pasto RCCs and will continue to be a key collaborator in the region for GOC and USAID.

On behalf of the Ministry of Foreign Affairs, the Pan American Development Foundation implements a project to assist Colombians living in municipalities along the border of Ecuador in Nariño and Putumayo with the purpose of minimizing displacement to Ecuador, through income generation and community strengthening projects.

**SECTION D - PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**D.2 BRANDING POLICY**

The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy. (Please refer to SECTION J, Attachment 2 - Branding Strategy for the USAID/Colombia CELI- Northern & Southern Regions Program).

**[END OF SECTION D]**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

### E.2 INSPECTION AND ACCEPTANCE

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

Attn. (Insert COTR Name)  
USAID/Colombia  
Unit 3030, Box 5101  
DPO, AA 34004

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

### E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under Section C of this Contract shall be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The COTR and Contracting Officer will undertake an evaluation at the conclusion of the contract to discern their level of satisfaction with services rendered under this contract.

**[END OF SECTION E]**

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT- FURNISHED PROPERTY	JUN 2003

### F.2 WORKPLAN AND IMPLEMENTATION

Under the CELI- Northern & Southern contract, USAID expects the project work plan will function as a living document that the Contractor and USAID will adjust through an iterative process of rolling assessments<sup>16</sup> of the contract activities within the targeted regions. The Contractor and USAID will use the project work plan to constantly track expected results and adjust contract activities as needed.

#### a. Start-up Work Plan

Based on the start-up session, the Contractor shall submit a revised work plan to the COTR covering at least the first three (3) months of the contract. The work plan shall include roles and responsibilities and the timeline for:

- Identification of the Contractor's operational start-up team. The composition of this team must be sufficient in number and skills to rapidly start-up the contract.
- A schedule for Contractor staff deployment including in-country presence of the start-up team.
- A schedule for office set-up.
- A schedule for staff recruitment (based on the amount of funds expected in the first year and discussions with USAID and the GOC on initial contract activities).
- Procedures for start-up of contract activity, including capacity and processes for rapid grant-making capacity and short-term technical assistance.

Due Date: 3 business days following the startup conference

#### b. Annual Work Plans

The Contractor shall submit an annual work plan for each year of the contract in a format agreed upon by USAID. The work plan will detail the principal activities to be implemented over the period covered, broken down by quarter. It will also indicate the anticipated achievements under the project, both in terms of contract inputs delivered and targets for results indicators achieved.

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<sup>16</sup> Rolling assessment refers to an ongoing, intentional process to analyze program activities based on changing circumstances on the ground, to respond to the analysis with adjustments to program activities (if needed), and to then evaluate impact and effectiveness of programming adjustments. The process represents a feedback loop to ground-truth program activities and to make technical adjustments. USAID and the Contractor should constantly undertake rolling assessments of the CELI programs; however, at a minimum, the quarterly strategy reviews will serve as a formal opportunity to perform rolling assessments and document the findings and program adjustments.

Due Date: The first work plan will be submitted on or before 60 days after contract award. After that, each work plan shall be submitted by 30 days prior to the start of each USAID fiscal year. If the deadline falls on a weekend, the work plan should be submitted the final business day before the deadline.

### **F.3 PERFORMANCE MONITORING PLAN (PMP)**

Under the CELI- Northern & Southern contract, USAID/Colombia views overall program performance management as an iterative, collaborative approach in which assessment, planning and design are a continuous process requiring ongoing rolling analysis and real-time monitoring and evaluation. While the Contractor will be responsible for specific results under the CELI- Northern & Southern contract, the Contractor will work with USAID to ensure that contract results contribute to higher-level program objectives from the USAID/Colombia strategic framework. The selected Contractor will support this continuous process through quarterly strategy reviews and an integrated monitoring and evaluation system. Contractor will respond to requests for performance management data as requested and coordinate with the M&E contractor.

#### a. Quarterly Strategy Reviews

The Contractor will participate in quarterly strategy reviews with USAID and the GOC. The purpose of these sessions is to provide a collective platform for updating the contract's situation or problem analysis and determine how to best adapt to evolving local dynamics and new knowledge gained from monitoring and evaluation. The participants, nature, structure, location and frequency of these periodic sessions will depend on the local context, the needs of the contract and the staff at the time (to be established by mutual agreement between the Contractor, the GOC, and USAID).

Contractor field staff is expected to be available to participate in all sessions, which may include preparatory interviews and a collaborative agenda design process. The Contractor should provide logistical support for Contractor staff to attend the event and should expect to procure the location for these sessions. The Contractor will provide a professional facilitator with appropriate subject matter knowledgeable for these events as needed.

With inputs from the USAID and the GOC, the Contractor will document and share outcomes of these sessions with the entire team. In addition, USAID may require program re-direction as a result of these strategy reviews.

Due Date: A summary report of outcomes and shifts in program implementation are due one week after the Quarterly Strategy Review.

#### b. Monitoring and Evaluation System

The Contractor shall develop, jointly with USAID, a system of processes and tools for the monitoring and evaluation of the required indicators and results included in the CELI- Northern & Southern contract. The Contractor is responsible for tracking and meeting these performance requirements. In addition, the Contractor should ensure that the contract's monitoring and evaluation system focuses not only on quantitative reporting of outputs but also gathers qualitative survey information related to changes in perception and overall impact of consolidation. USAID may provide some higher-level indicators (at the assistance objective level) that the Contractor will be required to track to help USAID evaluate overall program impact. The Contractor should also include capacity to carry-out programmatic mapping of

consolidation efforts to show impact and help drive strategic decisions within the CELI- Northern & Southern regions. This system will be documented in writing, and the Contractor shall consult with USAID in developing this system. This system shall include a method for explicitly identifying “control” communities that would be good candidates for programming but are not receiving it, which may be done in collaboration with the M&E contractor and the EVIDINCE team. In addition, the selected offeror will: 1) provide mutually agreed upon higher-level (AO level) results information to the USAID Clearinghouse to be developed by the USAID Monitoring and Evaluation (M&E) Program where directed by USAID/Colombia to include results in areas not receiving assistance through the CELI- Northern & Southern project; 2) facilitate the collection of impact (qualitative) information by the USAID M&E Program; 3) provide data and information to other USAID centralized reporting/tracking systems; and 4) collect disaggregated data on project indicators for gender, ethnic group, region, etc. All performance data must be reported on a USG fiscal year basis in addition to any other reporting deadlines outlined in the contract scope of work.

Due Date: 60 days after contract award.

### c. Performance Monitoring Plan

In addition to documenting the monitoring and evaluation system, the Contractor shall develop a performance monitoring plan (PMP) for the CELI- Northern & Southern contract. The Contractor shall work with the USAID M&E program and the EVIDINCE project, to develop and gather baseline data for the PMP during contract start-up. The program baseline data should be included in the initial contract PMP. The contract’s PMP may change based on adjustments to the program’s indicators and targets during the quarterly strategy reviews. Therefore, the Contractor shall submit updated PMPs on a quarterly basis.

Due Date: Initial PMP is due with first annual work plan (60 days after contract award). The Contractor shall also submit an updated PMP on a quarterly basis, if applicable.

## **F.4 PERIOD OF PERFORMANCE**

The period of performance for this contract is five (5) years from the date of award of the contract.

## **F.5 REPORTS**

In addition to providing the services described in Section C, and requirements as set forth in AIDAR 752.242-70, Periodic Progress Reports, the Contractor shall submit the following reports to the COTR specified in Section G. All reports shall be in the English language, unless otherwise specified by the CO.

### a. Reporting

All written documentation (correspondence, reports, information sheets, etc.) for submission to USAID must be written in professional-level English. In addition to the reports outlined below, the fluid nature of the planned program may require the Contractor to respond quickly to information requests, often with little preparation time. The reports listed below will be the initial reports required from the Contractor. Based on the evolving needs of the contract, USAID may modify reporting requirements by contract modification.

- *Monthly Report* - The Contractor will provide a concise monthly report to the COTR on the final business day of each month following the issuance of this contract. At a minimum, this report will summarize funds committed and disbursed under the contract’s activity fund and report on results related to contract indicators (for that month and cumulatively for the life of contract). The report may also summarize the political situation, contract highlights, major upcoming activities, and problems encountered during implementation. Monthly reports should include a section on the state

of affairs with respect to IDPs – their locations, numbers, key events, what the GOC is doing, what the Contractor is doing, etc.

- *Quarterly Report* – The Contractor will provide a concise quarterly report to the COTR three weeks after the end of each quarter (March 31, June 30, September 30, and December 31) for each year following the issuance of this contract. This report will summarize the country situation; contract highlights, achievements, and major activities; budget information (including amounts obligated, Contractor funds obligated to contract and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions; results related to contract indicators and success stories (format TBD). Depending on the timing of the award of the contract, this could be instead of the monthly report for that month. USAID will develop a reporting schedule with the Contractor during the start-up phase of the project to provide final guidance on this report.
- *Annual Report*-The fourth quarterly report shall include an annual summary in addition to the regular quarterly reporting. USAID will work with the Contractor during start-up to provide specific guidance on what should be included in the annual summary.
- *Final Report* - The Contractor will provide a concise, final report to the COTR within thirty days (30) of the completion of this contract. This report will summarize the country situation; contract highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were solved.
- *Financial/Budget* - The Contractor will provide budget information and financial pipelines before each contract modification/incremental funding; at the end of each quarter for USAID’s accruals exercise; and as required by the COTR.
- *Foreign Assistance Reporting* - The Contractor will provide indicators and other information as needed for reporting under the relevant foreign assistance objectives, areas and elements. USAID will provide guidance on what indicators shall be tracked.
- *GOC Reporting* – The Contractor will be required to provide reports for the GOC regarding activities carried out in the name of the government. The Contractor will work closely with USAID and the GOC to develop reporting for the GOC including the RCC and the Governor’s office.

#### b. Field Staffing Plan

Based on the proposal, start-up conference, and realities on the ground, the Contractor shall submit a field staffing plan to the COTR. The plan shall include an organizational chart that includes names of all personnel and subcontractors (if applicable); position descriptions; and a schedule for hiring and fielding staff. The Contractor shall inform the COTR in writing of changes to the field staffing plan throughout the life of the contract.

The full staffing arrangement negotiated in the contract budget may be changed by the Contractor with approval from the Contracting Officer, if required for effective implementation of this contract. USAID will approve key personnel. Salaries, benefits, and treatment of Contractor local staff, at all levels, will be compatible with local labor laws and in accordance with the U.S. Embassy/USAID Foreign Service National Guidelines (local compensation plan) and holiday schedules.

Due Date:        Within 2 weeks after the Start-Up conference.

#### c. Grants Management Guide

The Contractor shall develop and submit for approval by the Contracting Officer, a Grants Management Guide for use as a reference by local staff that shall include procedures for the selection of instrument, design of the activity, monitoring and evaluating the outputs and outcomes; and closing out the grant in compliance with US law and USAID regulations. The Grants Management Guide will also include the grant agreement

templates to be used throughout contract implementation.

As part of the Grants Management Guide, the Contractor shall also submit an Grant Activity Cycle Flowchart outlining the grant development, approval and implementation process, including key roles and responsibilities. This flowchart shall demonstrate the Contractor's ability to process and implement grants in a timely manner and in accordance with guidelines and procedures.

In addition to the Grants Management Guide, the Contractor shall also submit the following documents as supplemental reference materials for Activity Management:

- A two-page summary to explain in-kind and other grant making procedures to potential local partners and recipients;
- A generic grants handbook/guide for grantees explaining their reporting and grants management responsibilities and requirements (including reporting on items procured under the grant);
- A clear policy on how the contract intends to determine appropriateness and strategic use of different kinds of mechanisms, as applicable: sub-contracts, in-kind grants (including any cash components of in-kind grants), other than in-kind grants, technical assistance, direct distribution of goods and services, and training.

Due Date: 60 days after contract award.

#### d. Field Procurement Guide

The Contractor shall prepare a Field Procurement Guide covering procurement and delivery of commodities required for contract activities including in-kind grants. The authorized geographic codes for this contract are 941 and 514 (Colombia). The guide will include a description of systems for timely and efficient in-kind procurement and delivery, consistent with contract requirements. The Contractor will ensure that procurements include delivery (to the grantee), inspection, sufficient field demonstrations, training on use of the commodity, warranty/maintenance agreements, titling, and monitoring of its use. The Contractor will also ensure construction inspection and general inspection of quality and ensure that all procured goods and services meet the requirements outlined in the approved grant agreement.

Types of procurements for this contract may include a wide range of activity goods and services as well as short-term technical assistance in furtherance of contract objectives. The Contractor will explore innovative ways to meet procurement needs in a timely and cost effective manner, including, for example, blanket purchase orders, use of local markets, decentralized procurement staff, and project procurement packages.

Due Date: 60 days after contract award.

#### e. Inventory

All U.S. Government-funded property (either Contractor-acquired or US Government-furnished) must be inventoried in accordance with the Government Property clauses of this contract. The inventory will form the basis of an equipment disposition plan for the Close-out Phase. The inventory and plan for maintaining the inventory must account for, as applicable, in-kind procurements for grants.

#### f. Communications, Emergency, and Information Security Plans

The Contractor will procure and provide Contractor staff with appropriate communications equipment and redundant systems as required for contract needs and security protocols, including licensed communications equipment (cell phones, satellite phones, laptops, radios, video/still cameras as appropriate) and redundant systems (if needed).

The following documents may be combined in one submission:

- *Operational Communications Plan:* Documentation, approved by the COTR, of an Operational Communications Plan providing for equipment and systems enabling continuous and reliable communications between the Contractor, USAID, and the GOC requisite for effective contract implementation as well as staff security. This plan will also cover the provision of necessary equipment, telecommunications services, etc., to be reviewed regularly and adjusted as necessary by the Contractor in conjunction with USAID.
- *Emergency Plan:* Documentation, approved by the COTR, of an Emergency Plan covering the Contractor's expatriate and local staff. This plan shall include phone/SMS trees and plans for other forms of communication. In addition to being delivered to COTR, it will also need to be implemented once approved.
- *Information Security Plan:* Documentation, approved by the COTR, of an Information Security Plan covering the security and management of information (activities, grantees, vendors, and staff)

Due Date: 60 days after contract award

g. Security Plan

The Contractor will submit a full security plan outlining how the Contractor will provide for the physical security of all staff throughout contract implementation. The plan shall address the country and programmatic context and define specific policies for the implementation of security protocols. In addition to review and approval from USAID, the Contractor will need to vet the security plan with the Regional Security Officer.

Due Date: 30 days after contract award

h. Close-Out Plan

The Contractor will begin to plan for contract close-out, including all programmatic, administrative, and operational functions in close coordination with the COTR. A draft Close-out Plan shall be submitted to the COTR for review and approval. The Contractor Close-out Plan shall include:

- Schedule for the final delivery of all goods and services for small grant and short term technical assistance activities.
- Final reports and activity close-out procedures.
- Personnel notifications and assistance.
- Resolution of personnel and property insurance accounts, severance and social payments.
- Organization of expatriate staff household shipments.
- Termination of vehicle and property leases.
- Closing of bank accounts and utilities accounts.
- Resolution of all Government obligations.
- Disposition Plan for Contractor-Acquired Government Owned Property.

Due Date: Six months prior to contract end date.

**F.6 PLACE OF PERFORMANCE**

The place of performance is Colombia.

**F.7 KEY PERSONNEL**

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

Position Title

Chief of Party  
Grants & Contracts Manager

*(Other positions titles to be proposed by offeror)*

(Refer to ADS 302.3.5.4)

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

**[END OF SECTION F]**

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer Technical Representative (COTR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures  
[Document Number: XXX-X-XX-XXXX-XX]

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Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

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(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also

include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Office of Acquisition and Assistance (OAA)  
USAID/Colombia  
Unit 3030  
Box 5101  
DPO AA 34004

## **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer Technical Representative and his/her alternate will be designated by the Contracting Officer through a COTR Designation Letter.

## **G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Technical Representative" with a copy furnished to the Contracting Officer.

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

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

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

**LIMITATIONS:** The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of contract personnel resources. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules, shall be made only by the Contracting Officer.

(c) The COTR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.5 PAYING OFFICE**

The paying office for this contract is:

Controller's Office  
USAID/Colombia  
Unit 3030  
Box 5101  
DPO AA 34004

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:	(TBD)
Operating Unit:	USAID/Colombia
Team/Division:	(TBD)
Benefiting Geo Area:	514
Object Class:	-
Amount Obligated:	\$0.00

**[END OF SECTION G]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

### H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,

- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

Note: USAID/ Colombia has a Source, Origin and Nationality waiver in place for this program. The authorized geographic codes for procurement of goods and services under this award are 941 and 514 (Colombia). Any change to geographic codes must be authorized by the Contracting Officer.

### **H.3 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

### **H.4 AIDAR 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.

**H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

## (a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer Technical Representative (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](mailto: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.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (v) The electronic document submission shall include the following descriptive information:

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

#### **H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (July 2007)**

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

#### **H.7 PERSONNEL COMPENSATION COSTS, ADDITIONAL INFORMATION**

Limitations: Compensation of personnel charged as direct cost under this contract is subject to the following additional specified understandings which set the limits on items which otherwise may be reasonable, allocable, and allowable.

- (1) Approvals of Salaries and Wages: Initial salaries and wages for new professional employees may not be paid without the express written approval of the Contracting Officer;
- (2) Merit or Promotion Increases: Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice, nor cause the total salary costs to exceed the annual escalation costs agreement upon in negotiations leading to award of this contract; and,
- (3) Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) Salaries, wages, or benefits (e.g., allowances, differentials, etc.): For salaries, wages, or benefits paid to TCNs or CCNs, contained in the contractor's established policy and practices manual should be language to the effect that, "Once an initial salary rate is established in dollars (for the convenience of the contractor's internal records and/or reporting) the initial salary rate, converted from dollars into the local currency, will remain constant for the duration of the period of time the given salary rate is effective. Further, once established or negotiated, an employee should always receive the constant equivalent amount of their locally denominated currency (notwithstanding changes in the exchange rate). Nor may TCNs or CCNs, without specific written approval of the Contracting Officer, be paid in other than their local currency.

#### **H.8 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas unless otherwise stated in the contract.

#### **H.9 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have English and Spanish language proficiency necessary to successfully perform technical services and reporting.

#### **H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the 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. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department

of Treasury, <http://treasury.gov/ofac>.

### **H.11 REPORTING OF FOREIGN TAXES (JULY 2007)**

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax and email.
  - (3) Contract number(s).
  - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
  - (7) Report is required even if the contractor did not pay any taxes during the report period.
  - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
  - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (2) "Commodity" means any material, article, supply, goods, or equipment.
  - (3) "Foreign government" includes any foreign governmental entity.
  - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- 2
- (d) Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

### **H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>>.
- (b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

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

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

**H.14 ELECTRONIC SUBMISSION OF DOCUMENTS**

The contractor may submit any and all documents that required under this contract, to be provided to USAID or its' representatives, electronically via the appropriate software (diskette or CD), or as an electronic mail attachment, and the submittance should consist of only one electronic file that comprises the complete and final equivalent of the paper copy, otherwise a hard copy should be provided. Acceptable software formats for electronic documents include, Microsoft Word, Word Perfect, Microsoft Excel, and Portable Document Format (PDF). USAID will accept an electronic signature from the contractor's duly appointed or specifically identified engagement authority for a given contract action.

**H.15 SECURITY CONDITIONS**

Contractor must be aware of security conditions in Colombia, and by entering into the contract, assumes full responsibility for the safety of its employees. Prior to commencing work in Colombia, the Contractor shall ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security.

In order to keep abreast of security conditions in Colombia, but particularly before any employee travels outside of Bogota, the Contractor shall seek information from all available sources, including the USAID/Colombia executive office, for all areas in which its employees work or travel. Contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the Contractor and that USAID assumes no responsibility for the reliability of such information. The Contractor has sole responsibility for approving all travel plans for its employees. The Contractor is also responsible for immediately notifying USAID/Colombia and the US Embassy American Citizen Services section in the event a US citizen employee does not return from travel as expected. In the event that USAID requests the Contractor to do so, the Contractor's chief of party shall assume responsibility for contacting all of its employees. The Contractor shall provide to the USAID/Colombia executive office the name, current address, and current home and/or cellular telephone number of the chief of party and of an alternate designated employee. The Contractor is responsible for ensuring that the information on file in the USAID/Colombia executive office is up-to-date so that in an emergency, the chief of party or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees.

**H.16 SECURITY PROTOCOL**

The Contractor shall develop a security plan to safeguard all project operations and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors (and/or sub-grantees) as well.

The security plan will be approved by the COTR in consultation with the USAID Mission's Security Officer. The plan shall include:

- Procedures for reporting and addressing security threats.
- Procedures for reporting any deaths related to the project.
- Procedures for reporting and addressing any persons missing or kidnapping incidents.
- Name and contact information of security contact person for the head office and regional office(s).
- An internal “cascade” list for communicating with staff which should be updated/ maintained by the contractor/grantee. The prime contractor/grantee shall provide the name, address and telephone numbers of the COP and their designee to USAID as principle contacts in case of security situations/emergencies. Contractor/grantees would be responsible for passing information to their staff.

### **H.17 SECURITY REPORTING**

As part of the overall security requirements, the Contractor and its subcontractors shall report any security threats verbally immediately to the COTR and subsequently in writing to the Contracting Officer, in accordance with approved procedures. The contractor shall develop a list of specific steps to track any potential/identified threats, which would be part of an overall security system.

### **H.18 LIFE SUPPORT AND SECURITY SERVICES**

The Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

### **H.19 OUTREACH AND COMMUNICATIONS SUPPORT**

USAID/Colombia promotes the public affairs efforts of U.S. assistance programs in Colombia to raise public awareness, understanding, and support for USAID/Colombia-funded goals and activities. To complement this effort, the contractor shall enhance USAID outreach and communications efforts along two dimensions.

The first dimension is outreach to domestic audiences. For most activities, this effort will focus on promoting public acceptance and support for the Government of Colombia (GOC) program name “COLOMBIA RESPONDE”<sup>17</sup> related activities. These outreach efforts will emphasize that assistance programs/activities are implemented with support from the GOC through the “COLOMBIA RESPONDE” program. Deviations from this approach will be acceptable and will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Technical Representative (COTR) and Contracting Officer (CO).

The second dimension is to enhance the outreach capacity of local counterpart organizations collaborating in the project. Through training and other capacity-building assistance, these organizations can increase public and private commitment, community support to ensure program success, and enhance the sustainability of programs.

The contractor will prepare and share with USAID/Colombia success stories, fact sheets, press releases, or

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<sup>17</sup> For further information on the “COLOMBIA RESPONDE” program, please refer to Exhibit 4 of this RFP.

other outreach or press materials describing program impact, especially at the community and individual beneficiary levels. The contractor shall help organize and coordinate public diplomacy events, VIP visits, and similar activities, as requested by USAID from time to time. As part of its annual work plan, the contractor will be asked to submit for USAID review and approval an outreach and communications strategy that will be implemented during that year.

## **H.20 PROHIBITION OF ASSISTANCE TO A LAW ENFORCEMENT FORCES IN COLOMBIA**

United States law currently prohibits assistance to a country's law enforcement forces in the absence of a statutory exception or other authority. U.S. law also prohibits assistance to a unit of the security forces of a country, if the U.S. Government has credible evidence that the unit has committed gross violations of human rights (**the Leahy Amendment**). Any assistance shall only be provided upon USAID's exercise of an available exception/authority, and subject to contractor cooperation in the vetting procedures used for compliance with the Leahy Amendment. Please be advised that USAID will not identify, in advance, units of security forces for which there is evidence of "gross violations of human rights." For purpose of clarification, "security forces" are understood to be units of law enforcement or the military. Prison guards, customs police, border police, tax police, and the coast guard are examples of the types of units included in the category of "security forces." Examples of persons who are not considered "security forces" include government bureaucrats, prosecutors, judges and forensic lab workers. A "unit" of a security force is the lowest organizational element capable of exercising command and discipline over its members.

## **H.21 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record.

When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

## **H.22 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)**

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Contracting Officer Technical Representative (COTR), publications, videos or other information/media products funded under this award and intended for general

readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of cosponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Contracting Officer Technical Representative (COTR) one copy of all published works developed under the award with lists of other written work produced under the award.

In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following:

- (A) Via E-mail: [docsubmit@dec.cdie.org](mailto: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) 5887787; or
- (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

POINTS OF CONTACT: Please reference web site [http://www.dec.org/submit\\_doc.cfm](http://www.dec.org/submit_doc.cfm) or contact one of the following concerning the document submission requirements: Development Experience Clearinghouse E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org), Phone: (301) 562-0641

Ms. Susan Wallace, USAID/PPC/DEI/DIS E-mail: [suwallace@usaid.gov](mailto:suwallace@usaid.gov), Phone: (202) 712-5822

## **H.23 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor or subawardees are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.24 GRANTS UNDER CONTRACTS (GUCs)**

A. It is the intention of USAID/Colombia to pursue Grants under Contracts authority under this contract. This clause is effective upon the Contracting Officer's (CO) receipt of specific approval from the Head of Contracting Activity (Mission Director), for GUC authority under this contract. Until the contractor has received such approval from the CO, no such awards may be entered into or otherwise negotiated.

B. Authority

ADS 302.3.5.6::

“a. If the Head of the Contracting Activity (HCA) provides written approval per 302.3.4.8, the Contracting Officer (CO) may enter into a contract that provides for a USAID direct contractor to execute grants with non-governmental organizations (non-profits or for-profits).

b. Under this scenario, COs must

(1) Ensure that the requirements that apply to USAID-executed grants will also apply to grants that a USAID contractor executes,

(2) Ensure that the contract provides USAID the ability to

(a) Terminate the grant activities unilaterally in extraordinary circumstances, and

(b) Require significant USAID involvement in establishing selection criteria and approving the selection of the grant recipients, as required by 302.3.4.8.

c. Further information on the requirements for HCA approval is in 302.3.4.8.”

ADS 302.3.4.8:

“Subject to the conditions discussed below, the Contracting Officer (CO) may enter into a direct contract that allows the contractor to execute grants with non-governmental organizations (non-profits or for-profits).

a. This Grants Under Contracts (GUCs) authority is allowable only after the following clearance and approval have been obtained:

(1) Clearance from the cognizant General Counsel or Regional Legal Advisor and the CO, then

(2) Approval in writing from the Head of the Contracting Activity (HCA) for the specific contract for which it would be allowed.

b. The grant program under the GUCs authority must meet the following conditions:

(1) The total value of an individual grant to a U.S. organization must not exceed \$100,000. (This limitation does not apply to grant awards to non-U.S. organizations.)

(2) It is not feasible to accomplish USAID objectives through normal USAID contract and grant awards because either

(a) Executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or

(b) The grant program is incidental and relatively small in comparison to the other technical assistance activities of the contractor.

(3) USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.

(4) USAID must ensure that the requirements that apply to USAID-executed grants will also apply to grants that a USAID contractor executes.

(5) USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

USAID does not authorize contractors to execute or administer cooperative agreements on its behalf. Nor does USAID require HCA approval when a contractor will only be managing or administering grants already awarded by USAID.”

The contract will require the following:

1. The Contractors will be responsible for negotiating, awarding, and monitoring the grants in accordance with USAID assistance policies. In accordance with ADS 302.3.4.8, USAID/Colombia shall be involved in establishing selection factors for the grants and approving the actual grant recipients;

2. Simplified Grants and Fixed Obligation Grant Formats require a deviation from AID/W.

Note: USAID/Colombia has put in place a deviation to permit the Contractor to enter into Grants under Contracts (GUCs) with Foreign Governmental Organizations.

## **H.25 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007)**

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

## **H.26 ENVIRONMENTAL COMPLIANCE**

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror/contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP/contract.

1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2) An Initial Environmental Examination (IEE) has been approved for the Consolidation and Enhanced Livelihoods Initiatives (CELLs) programs under CSDI, this RFP/contract, and for activities to be undertaken herein [LAC-IEE-10-05]. The IEE contains a Positive Determination for the following proposed activities: 1) For those components that may involve the production and processing of agricultural projects not addressed by the Mission's PERSUAP; and, 2) for other infrastructure, and/or industrial projects that may cause significant environmental impacts. This indicates that these activities have the potential for significant adverse effects on the environment. Accordingly, the contractor is required to prepare and submit an Environmental Assessment (EA) addressing the environmental concerns raised by these activities. No activity identified under this Positive Determination can proceed until Scoping as described in §216.3(a)(4) and an EA as described in §216.6 are completed and approved by USAID (Note that the completed Scoping Statement is normally submitted by the MEO to the BEO when the project originates in a Mission. The Statement may be circulated outside the Agency by the BEO with a request for written

comments within 30 days and approved by the BEO subsequently. Approval of the Scoping Statement must be provided by the BEO before the EA can be initiated.)

- 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:
  - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
  - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
  - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
  - 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
  - 5b) Contractor shall comply with all conditions specified in the approved IEE and/or EA.
  - 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.
  - 6a) A provision for sub-grants is included under this award; therefore, the contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. Contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.
  - 6b) The contractor will be responsible for periodic reporting to the USAID Cognizant Technical Officer, as specified in the Schedule/Program Description of this solicitation/award.

## H.27 ENVIRONMENTAL CONSIDERATIONS

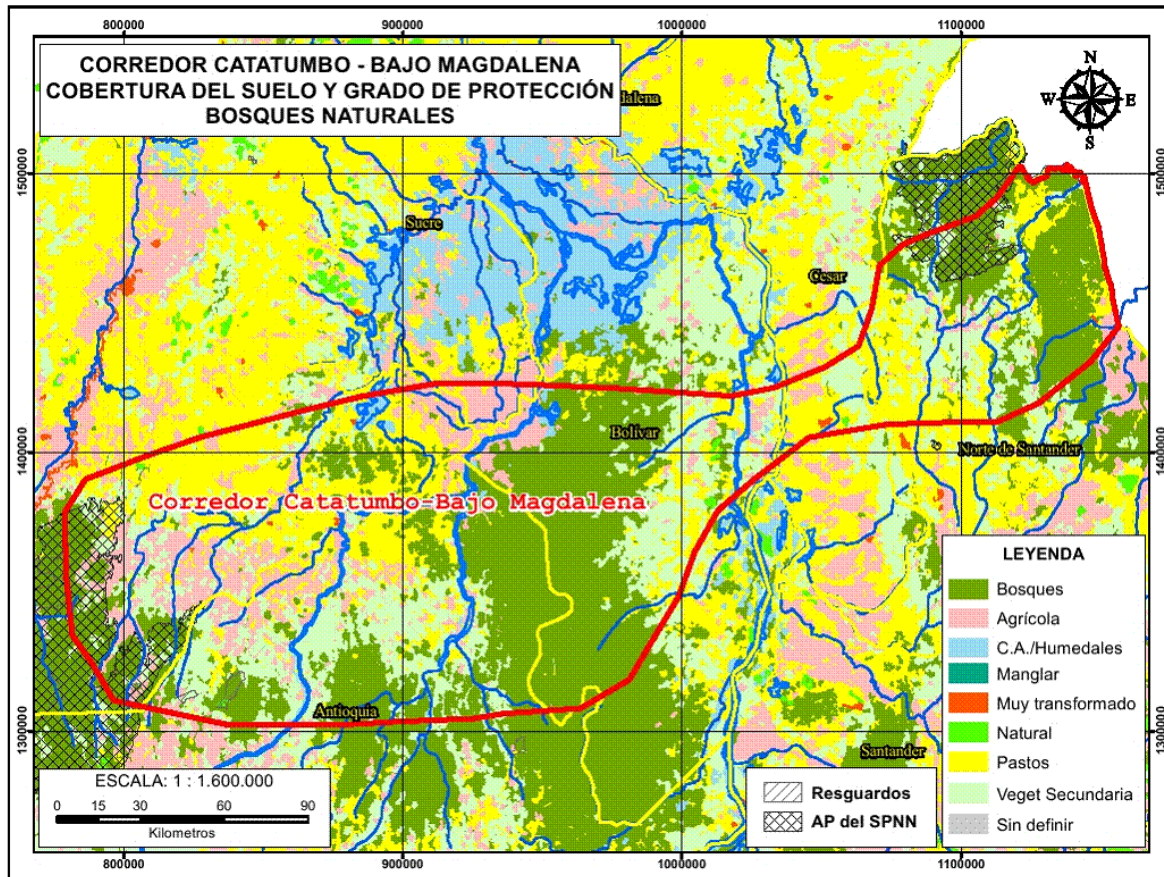
The foreign assistance act of 1961 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. (For more details, please read the standard provision in ADS chapter 204).

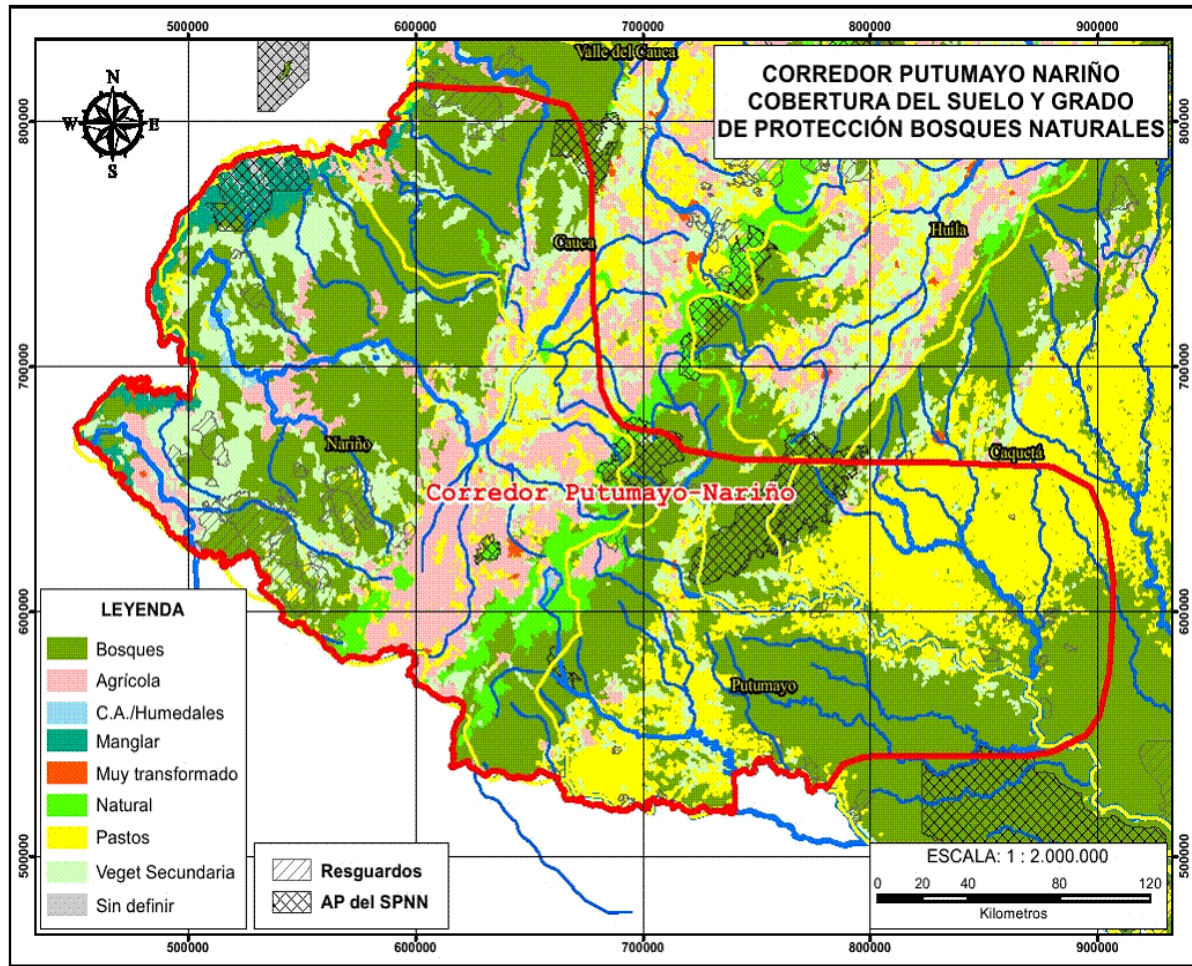
The Contractor shall take environmental considerations and significant environmental impacts of the proposed activities into account and assure that appropriate environmental safeguards are adopted for all activities. Cost and technical proposals must reflect sound environmental management as an integral part of all activities to be implemented. Environmental considerations are an integral part of the activities and shall

not be considered as an additional component.

When developing the proposal, the offerors shall use land use and land cover maps as a planning tool. Strategic ecosystems, water heads, wetlands, forestry reserves zones, mangroves, protected areas, indigenous reservations and AfroColombian collective territories shall be taken into account and included in the activity design with a landscape conservation approach if the proposed activities are to intervene in such areas or their buffer zones. Below, as a reference are the land uses and cover maps of the areas.

Land Use and Cover maps





## H.28 GOVERNMENT-FURNISHED PROPERTY

A government-furnished software system may be provided to input and track project activities and results. The Contractor shall utilize USAID's SIGA system for environmental clearances for project activities.

## H.29 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in the ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer".

## H.30 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

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

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms

of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance contractors are to contact Allied World Assurance Company. Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain DBA insurance, contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

(A) 199 Fremont St, Suite 1700, San Francisco, CA 94105

**Primary contact:** Fred Robinson Phone (415) 486-7516

Secondary contact: Gloria Richardson Phone (415) 486-7563

*or*

(B) 1120 20th St, NW, Suite 600, Washington DC 20036

**Primary contact:** Ellen Rowan Phone (202) 862-5306

Secondary contact: Chris Thompson Phone (202) 862-5302

### **H.31 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (July 2007)**

(a) One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: [http://www.usaid.gov/about\\_usaid/disability/](http://www.usaid.gov/about_usaid/disability/).

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

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(e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site

constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

### **H.32 SPECIAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES**

Given that this program contains aspects that are a continuation of the OTI Colombia "Pilot Program," particularly construction related activities; all construction above \$100,000 must be handled by the prime contractor or its subcontractor with the proper FAR flow down provisions and clauses. In the instances construction is above \$100,000, the contractor must notify the Mission, since the Mission must acquire outside engineers to oversee the projects. All construction below \$100,000 done through Grants Under Contract (GUC) will require engineers that the prime contractor will contract under its staff to conduct oversight. The contractor can put in place its own engineering controls, but not be the lead engineer.

**[END OF SECTION H]**

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-2	SECURITY REQUIREMENTS - ALTERNATE II	APR 1984
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-22	LIMITATIONS ON PASS THROUGH CHARGES -IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR	JAN 2011

	HUBZONE SMALL BUSINESS CONCERNS	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	JAN 2011
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION	SEP 2010
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-17	INTEREST	OCT 2010
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENTS ALTERNATE I	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER —CENTRAL CONTRACTOR REGISTRATION.	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS.	APR 1991
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995

52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	AUG 1987
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.246-5	INSPECTION OF SERVICES—COST-REIMBURSEMENT	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
	AIDAR 48 CFR Chapter 7	
752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

Included herein is a listing of construction-related clauses that are to be incorporated into cost reimbursement construction subcontracts as appropriate. Under this contract, no heavy construction is envisioned. However, since there is a potential for minor construction, the clauses are provided for “flow-down” purposes.

This list does not relieve the contractor of their responsibility to ensure all appropriate clauses are incorporated into sub-contracts as required. Clauses are included by reference according to FAR 52.102

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES	OCT 2009
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.232.27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT2008
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52-236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COST	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010

### **I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

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

### **I.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

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

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

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

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

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011,

except past performance reviews, will be publicly available.

(End of clause)

Alternate I (Jan 2011). As prescribed in 9.104-7(c)(2), redesignate paragraph (a) of the basic clause as paragraph (a)(1) and add the following paragraph (a)(2):

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

#### **I.4 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)**

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

- (1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
- (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
- (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
- (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
- (2) Any cost already paid to the Contractor;
- (3) Anticipated profit or unearned fee on the canceled work; or
- (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

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

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

#### **I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

**[END OF SECTION I]**

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

**EXHIBITS/ATTACHMENTS - TITLE**

EXHIBIT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

EXHIBIT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

EXHIBIT 3 - SMALL BUSINESS SUBCONTRACTING PLAN *(To be submitted by offeror)*

EXHIBIT 4 - BRANDING IMPLEMENTATION PLAN AND MARKING PLAN *(To be submitted by offeror)*

ATTACHMENT 1 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 2 - BRANDING STRATEGY FOR THE USAID/COLOMBIA CELL-NORTHERN/SOUTHERN REGIONS PROGRAM

ATTACHMENT 3 - SUMMARY COST WORKSHEETS

Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>

ATTACHMENT 4 - U.S. MISSION COLOMBIA LOCAL COMPENSATION PLAN

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

ATTACHMENT 5 - PCIM LESSONS LEARNED

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

ATTACHMENT 6 - PROGRESO LESSONS LEARNED

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

ATTACHMENT 7 - USAID COLOMBIA LECCIONES APRENDIDAS FORMALIZACION DE TIERRAS

This attachment includes lessons learned from USAID/Colombia's policy activities under the MIDAS program with formalizing land titles.

Electronic version is uploaded as a separate Power Point (.ppt) file in <http://www.fedbizopps.gov/>

ATTACHMENT 8 - BAJO CAUCA- PLAN DE ACCION Y PERFILES DE PROYECTOS V2

This attachment is the GOC's action plan for the consolidation effort in Bajo Cauca.

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

ATTACHMENT 9 - PRESENTACION RCCs BAJO CAUCA Y SUR CORDOBA

The attached presentation comes from the Government of Colombia (GOC) regarding activities of the Regional Coordination Centers for Bajo Cauca and Sur de Cordoba (Nudo de Paramillo Region). It depicts

the GOC general strategy for Nudo de Paramillo, municipalities that will be served, potential number of families in such region, and some informational data such as displaced population, victims, illicit crops, etc. Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 10 - CIRCULAR 233 DEL 2-09-09 CENTRO FUSION BAJO CAUCA**

The attached document presents the firm commitment from the Antioquia Mayors' office to the Plan Nacional de Consolidación, known as Salto Estratégico, and its commitment to support the creation of the Regional Coordination Center in Bajo Cauca –Antioquia– as well as to coordinate the intervention of other regional entities in sync with this strategy.

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 11 - ORO EN ANTIQUIA**

The attached document analyzes the impact of gold mining in Antioquia as one of the most complex factors in the department and its macroeconomic impact. The main author of this paper is the current Ministry of Finance, Mr. Juan Carlos Echeverry.

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 12 - ESQUEMA PNC FASE I II III**

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 13 - RESUMEN EJECUTIVO PCIM**

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 14 - STOPLIGHT SECURITY CLASSIFICATIONS**

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**ATTACHMENT 15 – NARIÑO DIAGNOSTICO**

Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

**[END OF SECTION J]**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)**

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

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

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

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

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

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vii) 52.223-13, Certification of Toxic Chemical Release Reporting.

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_(B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.4 SIGNATURE**

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

Solicitation No. \_\_\_\_\_  
 Offer/Proposal No. \_\_\_\_\_  
 Date of Offer \_\_\_\_\_  
 Name of Offeror \_\_\_\_\_  
 Typed Name and Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **K.5 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) Definitions. As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
  - (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of

this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

**[END OF SECTION K]**

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

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

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

**L.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: See L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates to award a Cost plus Fixed-Fee (CPFF) Completion contract resulting from this solicitation.

**L.4 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and

studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **L.5 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Adam Cox  
Contracting Officer

Hand-Carried Address:  
Office of Acquisition and Assistance (OAA)  
USAID/Colombia  
Unit 3030  
Box 5101  
DPO AA 34004

Mailing Address:  
Office of Acquisition and Assistance (OAA)  
USAID/Colombia  
Unit 3030  
Box 5101  
DPO AA 34004

Fax: 571/383-2319  
Copy to GC/LE fax number: 202/216-3050

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

#### **L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect

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

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

## L.7 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror with questions regarding this solicitation must submit them in writing by XXXXX date. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. All questions or requests for information must be directed only to Contracting Officer, and must be sent via e-mail to Omar Trigo ([otrigo@usaid.gov](mailto:otrigo@usaid.gov)), Sean Searcie ([SSearcie@usaid.gov](mailto:SSearcie@usaid.gov)), and Adam Cox ([acox@usaid.gov](mailto:acox@usaid.gov)) no later than **April 5, 2011 3:00 P.M. (Local Colombian Time)**. Both questions and answers to questions will be posted on [www.FedBizOpps.gov](http://www.FedBizOpps.gov). We will not identify the firm asking the questions. Offerors may only hold discussions regarding any aspect of this solicitation with the Contracting Officer.

## L.8 GENERAL INSTRUCTIONS TO OFFERORS

- (1) Electronic responses are required for this solicitation.
- (2) The Offeror must submit the proposal via e-mail with up to 4.5 MB limit per email compatible with Microsoft Office (Word, Excel, etc.) and/or WordPerfect in a MS Windows environment. There has been a problem with the receipt of \*.zip files due to anti-virus software. Therefore, Offeror is discouraged from sending files in this format as we cannot guarantee their acceptance by the internet server.
- (3) The subject of each email should read as follows: **SOL-514-11-000001 (CELI-NORTHERN & SOUTHERN REGIONS) E-MAIL 1 of #.**
- (4) Please submit your proposals to the e-mail addresses below by **May 3, 2011 3:00 P.M. (Local Colombian Time)**. Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from us via e-mail. Note that electronic signatures are acceptable by USAID.
- (5) The addresses for receipt of proposals are [otrigo@usaid.gov](mailto:otrigo@usaid.gov), [SSearcie@usaid.gov](mailto:SSearcie@usaid.gov) and [acox@usaid.gov](mailto:acox@usaid.gov).
- (6) Offeror is reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.
- (7) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (8) Proposal Clarity – Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety, in order to assure that the proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.

The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Performance Work Statement (PWS) in Section C of the RFP. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. You should ensure that your Cost Proposal is consistent with your Technical Proposal in all respects since the Cost Proposal may be used as an aid to determine the offeror's understanding of the technical requirements.

- (9) Offer Acceptability - Pursuant to Block 12 of Standard Form 33 of this RFP, offerors are requested to extend the period for acceptance of offers for at least 180 days.

#### L.9 PROPOSAL FORMAT AND CONTENT

- (1) Proposals must be submitted in two (2) volumes: 1) TECHNICAL PROPOSAL (Includes Contractor Performance Information), and 2) COST/BUSINESS PROPOSAL. No cost information shall be presented in the Technical Proposal.
- (2) The TECHNICAL PROPOSAL and COST/BUSINESS PROPOSAL must be kept separate from each other. TECHNICAL PROPOSAL must not make reference to pricing data, in order that the technical evaluation may be made strictly on the basis of technical merit.
- (3) Proposal Page Limitation:

- i. The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limitation</u>
TECHNICAL PROPOSAL	60 pages
COST/BUSINESS PROPOSAL	Not page limited

- ii. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. In addition, 8-point type is acceptable for graphics and tables provided that it is legible.
- iii. Title pages and tables of contents are included from the page counts specified in paragraph (i.) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- iv. If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- v. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

(4) The Sixty (60) Page Limitation stated above for the TECHNICAL PROPOSAL is inclusive of:

- Executive Summary;
- The Offeror's Technical Approach;
- Management Approach and Capability;
- Staffing Plan and Key Personnel;
- Application of Technical and Management Approach through Case Studies
- Cover Page;
- Table of Contents;
- Title Pages; and,
- Dividers.

The following are to be included in the TECHNICAL PROPOSAL as an annex/exhibit and will NOT be subject to the sixty (60) page limitation:

- Contractor Performance Information;
- Key Personnel Résumés and Letters of Commitment;
- Glossary;
- Letters of Commitment (Subcontractors);
- Letters of Support from local organizations; and,
- Individual Letters of Commitment from Key Personnel.

(5) The COST/BUSINESS PROPOSAL is not page limited; however, it is to be strictly limited to:

- The executed Standard Form (SF) 33;
- Responses to proposed Costs/Prices;
- Indirect Cost Information;
- the executed Section K, Representations, Certifications, Other Statements of Offerors;
- Policies and Procedures;
- the Subcontracting Plan;
- Joint Venture Information;
- Evidence of Responsibility;
- Letters of Commitment (Subcontractors);
- Employee Biographical Data Sheets and Individual Letters of Commitment;
- Information to Support Consent to Major Subcontractors;
- Information Concerning Work-Day, Work-Week, and Paid Absences;
- Adequate Security Costs Documentation;
- Other Price and Cost Detail Instructions;
- The Branding Implementation Plan and Marking Plan;
- The Approach to Achieving Environmental Compliance and Management;
- Offeror Compensation Plan; and,
- Letters of Support from local organizations.

## **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

Offerors must organize the technical proposal to follow the technical evaluation factors listed in Section M. The Technical Proposal shall be submitted electronically, and include the information set forth below:

### **A. FACTOR 1 – TECHNICAL IMPLEMENTATION**

Your Technical Approach should clearly discuss all of the components comprising the Technical Subfactors and elements described below.

(1) Subfactor 1 - Technical Approach

The Technical Approach in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The offeror should describe how it intends to achieve the outputs for the required results in C.3.3. Per Section C.3.4, the offeror should also propose and justify with outputs that will be incorporated into Section C of the contract. The Technical Approach should link tasks to required results and outputs within the period of performance including additional proposed outputs that demonstrate longer-term impact as well as outputs to identify transitions between different activities within consolidation. The offeror should describe how it intends to integrate cross-cutting issues into the proposed approach.

(2) Subfactor 2 - Management Approach and Capability

a. Management Structure

The approach should include information on managing initial activities, timelines for when capacity will be established to implement activities, and specific details on when initial program activities will begin.

Offerors shall describe the organizational and management structure proposed to achieve contract results set forth in Section C. The offeror shall describe how the management structure will implement the contract activities. In particular, the offeror shall describe how they intend to provide technical expertise and oversight for construction activities—primarily repair or improvements to small community infrastructure, productive infrastructure, or transport infrastructure.

If offerors intend to develop institutional partnerships/teaming arrangements for implementation and performance of the contract (subcontractors or joint venture/consortium partners), the proposal shall identify and describe the roles and responsibilities of such local, regional, and/or international organizations. The overall discussion must specify the nature of organizational linkages between the prime contractor and any subcontractor, joint venture, or consortium entities including lines of authority and accountability as well as patterns for utilizing and sharing resources.

Offerors shall discuss the role of the field office(s) and home office(s), and provide an organizational chart. Offerors shall also discuss the support capabilities of the home office, including experience in commodity procurement, training, and grant-making/subcontracting and post-award administration.

b. Rapid Programmatic Start-up

Offerors should include an explanation of how they propose to rapidly start-up necessary management structures and processes to rapidly begin programming after contract award. The proposal must include specific benchmarks for program start-up including (but not limited to) when the initial start-up team will be in country, when the program will be able to award initial grants under contract or sub-contracts, when regional offices will be operational, and when important technical and management staff positions will be filled. The proposal should include a timeline that clearly shows the offerors' benchmarks for fulfilling proposed start-up benchmarks. The benchmarks should clearly demonstrate the number of days after contract award for the completion of specific tasks within the start-up timeline. These start-up benchmarks will be considered as required deliverables and will be included in the contract.

c. Small Business Utilization

Each large business offeror shall submit its Small Business subcontracting goals for insuring the maximum practicable participation of Small Business concerns in the performance of this contract. Your utilization approach should include the identification of specific small businesses which will perform work on the contract, if known; the extent of commitment to use small business concerns; and the types and amount of work to be performed by small businesses. (Note that while the Plan required by FAR 52.219-9 requires goals to be expressed as a percentage of total planned subcontracting dollars, the Government will evaluate the proposed goals as a percentage of the proposed contract price.) No cost or pricing information can be included in the Technical Volume and your discussion of your subcontracting goals should be limited to stating percentages of your total contract proposed cost plus fixed fee.

Note: This information is separate from the required Subcontracting Plan to be made part of the contract at Section J. Your Subcontracting Plan must be included as part of your Cost/Business Proposal.

(3) Subfactor 3 - Staffing Plan and Key Personnel

a. Staffing Plan

The proposal shall include a proposed staffing plan, including specific position titles and level of effort for each position. The staffing plan should relate directly to the approaches, strategies, and interventions proposed for achieving the results, and include the anticipated short-term technical assistance needs, home and field offices, etc., as deemed important by the offeror. The offeror should indicate which positions are designated as “key personnel” positions. In accordance with ADS 302.3.5.4, the number of individuals designated as “key” must be no more than 5, or 5% of contractor employees working on the contract, whichever is greater.

b. Qualifications and Experience of Key Long-Term Personnel

The proposal shall present the offeror’s proposed key personnel positions and candidates (both field and, if applicable, home office), a description of the role, location and on the job relationships, and for additional proposed key personnel, an explanation of why that position is considered key for achieving project results. The proposal must demonstrate the qualification and professional experience of key personnel and their experience in effectively managing programs in developing country context. The Chief of Party/Director will be required key personnel along with the individual who will provide management and oversight of the Activity Fund. Other key personnel shall include staff deemed essential to meet the contract results identified in this scope. Key personnel who will be responsible for liaising with USAID both orally and in written communication, including quarterly and other reporting, shall be fluent in written and oral English and Spanish.

Offerors shall include in an EXHIBIT to the proposal (which will not count against the page limit set forth above), résumés for all key personnel candidates. Résumés may not exceed four pages in length. Each résumé shall be accompanied by a letter of commitment from each candidate indicating his/her availability under the contract, in terms of days after award and in terms of long term commitment to the activity.

(4) Subfactor 4 - Application of Technical and Management Approach through Case Studies

a. Case Study 1

Select one of the initial municipalities targeted under the CELI- Northern & Southern contract (Listed in the Geographic Focus in Section C.1) and elaborate illustrative activities that you would undertake in the selected municipality based on Section C, your proposed Technical Approach, and your proposed Management Approach and Capability. The case study should provide sufficient detail to evaluate requirements set forth in Section M. (There is a 10 page limit for this Case Study)

b. Case Study 2

Develop five illustrative high risk (in terms of possible failure) activities with indicators per your Technical Approach that you believe will greatly contribute to consolidation as described in Section C. Offerors should ensure that proposed high risk activities that are unique to the consolidation context in the CELI-Northern & Southern regions. (There is a 10 page limit for this Case Study)

**B. FACTOR 2 - PAST PERFORMANCE**

(1) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds US\$1,000,000.00) of the offeror's total proposed cost in accordance with the following:

- a. List in an annex to the technical proposal the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts that are comparable or related to the objectives of this acquisition particularly in terms of technical complexity, price and cost management.
- b. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
  - Scope of work or complexity/diversity of tasks,
  - Primary location(s) of work,
  - Term of performance,
  - Skills/expertise required,
  - Dollar value, and
  - Contract type, i.e., fixed-price, cost reimbursement, etc

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

(2) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken, as required by FAR 15.305(a)(2).

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

(4) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

a. This section (4) is not applicable to offers from small business concerns.

b. As part of the evaluation of performance in Section M.4 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these

- contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
- c. In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
    - i. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
    - ii. Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.
  - d. In cases where an offeror lacks relevant performance history and information on performance is not available, then the offeror will not be evaluated favorably or unfavorably on performance. Prior to evaluating past performance, the contracting officer may take into account a broad range of information related to an offeror's performance.
  - e. In conducting the evaluation for this factor, the Government reserves the right to use all information available at the time of the evaluation, whether provided in the offeror's proposal, found in U.S. Government Past Performance Databases, or obtained from other sources. For example, the Government may rely on information contained in its own records and that available through reference checks, Government audit agencies, and commercial sources.

#### **L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL**

(1) Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(2) Proposed Costs/Prices

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of prices. It is expected that adequate price competition will be obtained under this solicitation and that a determination of price reasonableness will be made in accordance with FAR 15.403-3. However, to establish cost realism, and the extent to which prices reflect performance addressed in the Technical Proposal, each offeror is required to submit information other than cost or pricing data with its proposal pursuant to FAR 52.215-20, Alternate IV.

- a. The offeror shall fully comply with the requirements set forth in FAR 15.408, Table 15-2, I. General Instructions A, E, G and II. Cost. Include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation (A line-item narrative is requested

for each of the budget line items included in the sample provided). Since an award may be made without further discussion, this data must be submitted with your proposal.

- b. The cost proposal shall be prepared in a manner consistent with your current accounting system. Provide a statement verifying that you have an approved Accounting System, including the approval date and the name of the reviewing office. List any other systems, such as estimating, purchasing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Identify your cognizant U.S. Government Audit Office. If applicable, provide a copy of your most current Forward Pricing Rate Agreement, a statement on the status of your Cost Accounting Standards Disclosure Statement, and the status of any unresolved Cost Accounting Standard issues.
- c. USAID encourages the use of competitively awarded fixed price subcontracts for services that can be defined objectively and for which the risk of performance is manageable. Each cost-reimbursement, time-and materials, labor hour, or sole source fixed price subcontract shall be supported in a similar manner consistent with the instructions provided under L.13 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, (2) Proposed Costs/Prices. Prospective subcontractors may submit proprietary information other than cost or pricing data directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.
- d. Identify, explain, and reconcile any differences between your cost proposal budget line items and/or rates and those budget line items and/or rates in your established accounting system. This establishes an audit trail from your proposal to your books and records.
- e. The offeror must provide the Cost Proposal budgets in Microsoft Office Excel Worksheets. We have included ATTACHMENT 3 - SUMMARY COST WORKSHEETS (SECTION J) (Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>), which must be completed for the entire contract including all subcontracts. Please ensure that the Summary Cost Worksheets provided include separate worksheets for the prime and all subcontracts. This will be used to analyze proposals and determine best overall value. If possible, we request that the Offeror's detailed worksheets, in support of this summary, be provided in one large spreadsheet with linkages to the summary worksheets, to ease analysis.
- f. All Electronic Cost Submissions shall be true self-calculating spreadsheets (formulated).
- g. The Offeror must submit a detailed budget, per component, and budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual cost items proposed calculations and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.
- i. Salary and Wages: Direct salaries and wages for long-term and short-term expatriate staff, long-term and short-term CCN staff as well as home office support staff must be proposed in accordance with the Offeror's personnel policies. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary must be applicable. Fully executed Biographical Data Sheets are required for each key person (forms may be obtained at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)). As indicated in the budget template, the offeror must separate expatriate and cooperating country national labor categories for short/long-term and administrative staff. Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of maximum annual salary rate described in "AAPD 06-03" must be explained thoroughly (see: [http://www.usaid.gov/business/business\\_opportunities/cib/pdf/aapd06\\_03.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf)). One annual salary increase of not more than 5% may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

- ii. Fringe Benefits: If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the application must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- iii. Travel, Transportation, and Per Diem: The proposal must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per Diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations.
- iv. Procurement: The Offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are subject to the 941 and 514 (Colombia) Geographic Codes.
- v. Equipment and Supplies: Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.
- vi. Communications: Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.
- vii. Subcontracts (to include Security/Life Support, per paragraph (ix.) below): Information sufficient to determine the reasonableness of the cost/price of each specific subcontract and consultant expected to be hired must be included.
- viii. Allowances: Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.
- ix. Security: USAID encourages offerors to seek out turnkey or end-to-end solutions for their security and/or life support needs. Such solutions may include: provision of armored vehicles, labor for guard forces, barricades, security equipment, as well as other miscellaneous cost which directly benefit the program, often including life support. See (13) below for additional

information regarding adequate security costs documentation.

- x. Office Rent: Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.
- xi. Other Direct Costs: This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs. For seminars, workshops and conferences, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, their relationship to the program objectives, along with estimates of costs. Also, offerors shall reflect costs for environmental compliance implementation and monitoring.
- xii. Indirect Costs: The Offeror must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) The Offeror must propose indirect cost ceilings. See (3) below for additional information regarding indirect cost submission requirements.
- xiii. Fee: The Offeror may propose and explain the basis for their proposed fixed fee.

(3) Indirect Cost Information

- a. The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- b. If the Offeror or any major subcontractor does not have a cognizant Government Audit Agency, the proposal shall include:
  - i. Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
  - ii. the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(4) Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor shall complete Section K, "Representations,

Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(5) Policies and Procedures

If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

(6) Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Exhibit 3 in Section J). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(7) Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Sub-awards under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(8) Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the contracting officer may make a determination of non-responsibility and be precluded from awarding a contract to that offeror. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors shall seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- c. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

(9) Letters of Commitment (Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each major subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(10) Biographical Data Sheets and Individual Letters of Commitment

The offeror shall submit completed Contractor Employee Biographical Data Sheets (See Section J of this solicitation) for each long-term individual (other than clerical/secretarial) whose salary will be charged as a direct cost to the contract. The offeror shall propose which positions/individuals are considered key/essential to the work to be performed. The form must be signed by the individual and the Offeror (or subcontractor) in the appropriate spaces with all blocks completed. Consulting fees must clearly specify the number of days for each consultancy. If the individual is on an appointment of less than 12 months (e.g., an academic year appointment for a university faculty member), the form must indicate the number of months in the appointment period. Use of Biographical Data Sheets which are more than three months old is not acceptable. Biographical Data Sheets must be presented in alphabetical order, by the individual's surname, regardless of whether the individual is to be furnished by the prime contractor or a subcontractor. If the form reflects only the highest salary of the most recent employer, the date when such salary went into effect must be indicated. If continuation sheets are used, each must contain the individual's name, signature, and date. A SIGNED letter of commitment is required from each long-term individual indicating his/her: (a) availability to serve in the stated position, in terms of days after award; and (b) intention to serve for a stated term of the service. The letter of commitment must specify the length of commitment to the position.

(11) Information to Support Consent to Major Subcontractors

The offeror must address each of the elements in FAR 44.202-2 in order for proposed

subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

(12) Information Concerning Work-Day, Work-Week, and Paid Absences

- a. The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall- indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
- b. A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their core day and work week policies.
- c. The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors will be incorporated into the contract in Section B.

(13) Adequate Security Costs Documentation

Offeror must detail all proposed security costs elements, in order to allow the Contracting Officer perform a cost realism analysis of proposed security costs. Security costs documentation must be presented in a consistent format to allow the conduction of meaningful comparison and cost realism analysis. The CO will consult with the Regional Security Office (RSO), when reviewing the reasonableness of proposed security costs. The following are some examples of possible security cost breakout elements:

- Personal Security Detail;
- Security and Security – Related Communications Equipment;
- Security Training;
- Static Guard Services;
- Fully Armored Vehicles and/or Light Armored Vehicles, (If properly authorized and in accordance with ADS 563);
- Personal Protection Equipment such as helmets, flak jackets; and/or
- Security Modifications to Residential and Office Facilities, including but not limited to protective barriers, e.g. blast walls.

(14) Other Price and Cost Detail Instructions

The five-year proposed cost shall be based on the information set forth below. These estimates are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded. Assume a contract start date of September 2011.

All cost and pricing information shall be submitted in a format consistent with the contract's five-year period of performance with details by contract year and in total. The prime Contractor and any significant direct labor subcontractor(s) (One whose proposed cost exceeds US\$1,000,000.00) shall submit other than cost and pricing information to support their proposal(s) using the format contained in Section J as Attachment 3.

(15) Activity Fund Estimate

USAID anticipates that \$58 million is an appropriate estimate for the Activity Fund for Grants under Contract (GUCs). This Activity Fund will be utilized by the Contractor as required for consolidation efforts in each region. The Contractor shall also assume that any follow-on activities from current USAID programs will be funded through this Activity Fund.

(16) Potential Government Funding

USAID anticipates receiving between \$80 million and \$90 million to fund this activity over the five year contract term. This information is provided for your information in preparing your proposal. It is a representation of the relative magnitude of the activity but shall not be used as a target. Your proposal will be evaluated for cost realism in accordance with Section M. Proposals exceeding this amount may be considered unacceptable and thus not evaluated further.

## **L.12 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN**

(1) Branding Implementation Plan

The offeror shall prepare a Branding Implementation Plan describing how it will implement the Branding Strategy provided in Section J, Attachment 2. The Branding Implementation Plan shall describe how the program will be promoted to beneficiaries and host country citizens.

The offeror shall prepare a Branding Implementation Plan containing information substantially similar to the template provided in Section J, Exhibit 4, Branding Implementation Plan and Marking Plan.

(2) Marking Plan

The offeror shall prepare a Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked following the guidance in the Branding Strategy provided in Section J, Attachment 2.

The offeror shall prepare a Marking Plan containing information substantially similar to the template provided in Section J, Exhibit 4, Branding Implementation Plan and Marking Plan.

Note: USAID/Colombia is in the process of justifying and approving a Waiver to the USAID Marking Requirements, which will allow the contractor to brand and mark based on the guidance in the Branding Strategy provided in Section J, Attachment 2.

## **L.13 APPROACH TO ACHIEVING ENVIRONMENTAL COMPLIANCE AND MANAGEMENT**

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

- a. The respondent's approach to developing and implementing an EA or environmental review process for a grant fund and/or an Environmental Mitigation and Monitoring (EMMP) or Mitigation and Monitoring (M&M) Plan.
- b. The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

- c. For the purposes of this solicitation, offerors should reflect costs for environmental compliance implementation and monitoring in their cost proposal.

**[END OF SECTION L]**

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

### M.2 METHOD OF EVALUATION

Proposals received in response to this RFP will be evaluated by a USAID Evaluation Committee in accordance with AIDAR 715.3. Technical implementation will be scored. Cost and Contractor Performance Information will not be numerically scored; however, Past Performance Information will be rated for each offeror with one of the following risk rating categories: "Very High Level of Confidence", "High Level of Confidence", "Moderate Level of Confidence", "Low Level of Confidence", "Very Low Level of Confidence", or neutral, if the offeror has no relevant past performance [see FAR 15.305(a)(2)(iv)]. The Source Selection Official (SSO), after consultation with the evaluation committee and other advisors, will select for contract award the offeror which he or she considers to be able to perform the contract in a manner that constitutes the best value to the Government, all factors considered.

The evaluation will be performed on the basis of material presented and substantiated in the proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. Your attention is directed to Section L, which provides important instructions concerning proposal preparation.

### M.3 EVALUATION FACTORS

#### FACTOR 1 – TECHNICAL IMPLEMENTATION

The content of this Volume of your proposal will provide the basis for the evaluation of your response to the technical requirements of the RFP. The technical subfactors to be considered and scored in the evaluation of your Technical Proposal are set forth below:

##### Subfactor 1 - Technical Approach

The Government will evaluate the offeror's technical quality, ambitiousness, creativity, and realism/feasibility of approach to fulfill project objectives outlined in the SOW. Utilizing these criteria, the technical evaluation will examine the following elements of the offeror's technical approach:

##### a. Technical Implementation in Consolidation Zones

The Government will evaluate the offeror's proposed tasks, how and when they intend to implement those specific activities and the rationale for activities during different phases of consolidation (Rapid Response and Institutional Support Activities, Long-term Livelihoods and Institutional Capacity Activities, Implementation of National Policy Frameworks). The evaluation will examine both the offeror's understanding of the geographic scope and incorporations of security considerations and the offeror's flexibility in program implementation and ability to respond proactively to opportunities

as minimum territorial security is established in consolidation zones. Finally, the evaluation will look at how the Contractor will coordinate efforts with the GOC, USAID, other USG agencies, civil society, and the private sector in consolidation zones.

b. Required Results and Outputs

The Government will evaluate the offeror's timeframe to implement and achieve impact related to the outputs under the required results from Section C.3.3 and the proposed required results and outputs requested in Section C.3.4. The evaluation will also examine the additional required results and outputs proposed by the offeror in terms of why those outputs help demonstrate the impact of the proposed technical approach in consolidation zones and how some of those outputs will help the contractor, USAID, and the GOC determine when to transition between different phases of consolidation.

c. Other Cross-cutting Issues

The Government will evaluate how the contractor will analyze cross-cutting issues such as gender, Afro-Colombian and indigenous groups, vulnerable populations, and environmental management in the implementation of consolidation activities. Evaluation will consider how the contractor intends to integrate these considerations to ensure a holistic response with target regions.

Subfactor 2 - Management Approach and Capability

a. Management Structure

The Government will evaluate the quality of the proposed Management Structure; the utilization of a broad range of technical competencies; capability to manage grants under contract in consolidation zones; ability to provide technical oversight for construction activities; capacity to structure teams in implementation areas; effective utilization of local organizations and capabilities; proposed Monitoring and Evaluation approaches, and mechanisms/approach to coordination with GOC, USAID (including other programs), international donors, private sector, civil society, and other relevant stakeholders.

b. Rapid Programmatic Start-up

The Government will evaluate the offeror's realism of their approach to rapidly field staff and set up systems to quickly begin implementing program activities in priority consolidation zones. The rapidity of initiation of programming in consolidation zones will also be evaluated.

c. Small Business Utilization

The Government will evaluate the adequacy of the Small Business subcontracting goals; the proposed approach to meeting this plan; the extent to which the offeror has identified specific small business concerns; the extent of commitment to use small business concerns (i.e., enforceable commitments are to be weighted more heavily than non-enforceable ones); types, amount, complexity, and variety of work to be performed by small business concerns; and the realism of the Subcontracting Plan.

Subfactor 3 - Staffing Plan and Key Personnel

a. Staffing Plan

The Government will evaluate realism of the proposed staffing plan, including appropriateness of the proposed technical positions to the SOW and the proposed approach and significant representation by Colombian professionals in key positions.

b. Qualifications and Experience of Key Long-Term Personnel

The Government will evaluate the qualifications and relevant experience of proposed Key Long-Term Personnel, including Chief of Party/Director and the individual responsible for management and oversight of the Activity Fund. The evaluation will include technical capabilities; interpersonal relations; ability to work under difficult circumstances; and the ability to form productive relationships with host country counterparts. For the individual responsible for management and oversight of the Activity Fund, the Government will evaluate previous experience in the management of a large grants under contract portfolio. In addition, the evaluation will consider the roles and relationships between key personnel and how key personnel will help the offeror achieve the required results and outputs. For additional proposed key personnel, the Government will evaluate why additional positions were designated key personnel based on the proposed technical and management approach. Finally, the evaluation will examine proposed key personnel for sufficient capacity in English to effectively liaise with USAID and other USG entities. Shall the offeror name as key personnel individuals who will be responsible for liaising with USAID both orally and in written communication, including quarterly and other reporting, those personnel shall be fluent in written and oral English and Spanish.

Subfactor 4 - Application of Technical and Management Approach through Case Studies

The Government will evaluate the technical quality, ambitiousness, creativity, and realism/feasibility of the offeror's proposed approach through case studies. The case studies will not be evaluated as a stand-alone section, but instead, the evaluation will examine how the practical responses put forward in the case study responses relate to the offeror's overall approach. The evaluation will therefore look carefully at whether offerors consistently apply their proposed technical approach, management approach and organizational capabilities through specific activities detailed in the case study.

a. Case Study 1

The Government will evaluate how the case study applies the proposed Technical Approach and Management Approach and Capability in one selected municipality including an evaluation of how the contractor would determine the geographic scope of activities; why specific activities would be prioritized; how and what activities would be developed; utilization of proposed staff and local partners; and when to transition between different types of activities within the selected municipality.

b. Case Study 2

The Government will evaluate the rationale for the proposed high risk activities based on Section C and the proposed Technical Approach; how these activities contribute to consolidation and justify additional risk to achieve program results; and how the contractor proposes to manage these risks.

**FACTOR 2 – PAST PERFORMANCE**

- (1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor.

- (2) If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.
- (3) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (4) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
- a. Quality of product or service, including consistency in meeting goals and targets.
  - b. Cost control, including forecasting costs as well as accuracy in financial reporting.
  - c. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
  - d. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
  - e. Customer satisfaction with performance, including end user or beneficiary wherever Possible.
  - f. Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified.
  - g. Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.
- (5) In cases where an offeror lacks relevant performance history and information on performance is not available, then the offeror will not be evaluated favorably or unfavorably on performance. Prior to evaluating past performance, the contracting officer may take into account a broad range of information related to an offeror's performance.

### FACTOR 3 - COST

The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal. An assessment will be made of the offeror's capability to accomplish the contract objectives within the estimated cost proposed. The cost proposal will be used as an aid to determine the offeror's understanding of Technical Requirements. Discrepancies may be viewed as a lack of understanding.

#### M.4 RELATIVE IMPORTANCE OF FACTORS AND TECHNICAL SUBFACTORS

A. The weights to be used in the scoring of the Technical Implementation subfactors are presented below:

<b>Subfactors</b>	<b>Weights</b>
1. Technical Approach	40
2. Management Approach and Capability	30
3. Staffing Plan and key Personnel	15
4. Application of Technical and Management Approach Through Case Studies	15

Total

100

B. The numerical weights assigned to the above subfactors are indicative of the relative importance of subfactors within the Technical Factor. Overall, in the selection of a contractor for contract award, Technical and Past Performance, when combined, are more important than Cost. However, as Technical scores become closer, Cost increases in importance.

**[END OF SECTION M]**

**EXHIBITS/ATTACHMENTS****EXHIBIT 1****IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea, and Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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 \* Has the status of a "Geopolitical Entity", rather than an independent country.

**EXHIBIT 2**

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
--	------

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Procurement Policy Division (M/OP/P)  
Washington, DC 20523-1435,  
and  
Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

## EXHIBIT 3

## SMALL BUSINESS SUBCONTRACTING PLAN

*(To be submitted by offeror)***TEMPLATE****SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,  
HUBZONE SMALL BUSINESS CONCERNS,  
SMALL DISADVANTAGED BUSINESS,  
AND WOMEN-OWNED SMALL BUSINESS**Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. &amp; YR.) \_\_\_\_\_

*\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

## 1. Type of Plan (Check One)

- (a) \_\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- (b) \_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- (c) \_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all

subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of –
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %
  - (ii) Total dollars planned to be subcontracted to small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns is:  
\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(\*Expressed as a percentage of "A")

- (3) 1 A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) HUBZone small business concerns;
  - (iv) Small disadvantaged business concerns; and
  - (v) Women-owned small business concerns.

(Check all that apply)

Subcontracted  
Supplies/Services \_\_\_\_\_ LB    SB    VOSB    SDVOSB    HUBZone    SDB    WOSB

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(Attach additional sheets if necessary.)

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) HUBZone small business concerns;
  - (iv) Small disadvantaged business concerns; and
  - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will –
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR  
USAID/OSDBU  
RM 7.8E RRB  
WASHINGTON, DC 20523-7800

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**EXHIBIT 4**

**BRANDING IMPLEMENTATION PLAN AND MARKING PLAN**

*(To be submitted by offeror)*

**TEMPLATE**

**GENERAL INSTRUCTIONS**

The Contractor shall prepare a Branding Implementation Plan describing how it will implement the Branding Strategy. The Branding Implementation Plan shall describe how the program will be promoted to beneficiaries and host country citizens. The Contractor shall prepare a Branding Implementation Plan containing information substantially similar to the sample provided below:

**THIS PORTION IS CREATED BY THE CONTRACTOR**

**Branding Implementation Plan for the \_\_\_\_\_ Project  
(Fill in Contract No. #)**

**1.0 HOW TO INCORPORATE THE MESSAGE**

For most activities, \_\_\_\_\_ will use the Government of Colombia (GOC) program name “COLOMBIA RESPONDE” on materials and communications. Co-branding (beyond the approach laid out in the Branding Strategy) and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Technical Representative (COTR) and Contracting Officer (CO).

**1.1 MESSAGES**

In all materials and events the project will be branded as from GOC using the “COLOMBIA RESPONDE” branding for the project. As such, all materials will acknowledge that they were produced with support from GOC through the “COLOMBIA RESPONDE” program.

Additional ideas to increase awareness that the Colombian Government supports this program are: all of the trainers will be trained to include in each presentation or training session a statement at the beginning of their meeting or training session that the technical assistance that they provide and the other program services are made possible as a result of “the assistance from the Colombian Government.” The \_\_\_\_\_ project will follow specific procedures for including the Branding Implementation Plan requirements as stated in the in the Branding Strategy provided in Section J, Attachment 2.

**2.0 HOW TO PUBLICIZE THE PROGRAM, PROJECT OR ACTIVITY**

This section discusses how to publicize the program and also includes a description of the communications tools to be used. Such tools may include the following:

**2.1 TOOLS**

The following communication tools will be used: CHANGE AS NEEDED

Press releases	N/A
Press conferences	N/A
Media interviews	N/A
Site visits	N/A
Success stories	YES
Beneficiary testimonials	N/A
Professional photography	YES
PSAs	N/A
Videos	N/A
Webcasts, e-invitations, blast e-mails, or other internet activities	YES

### **3.0 KEY MILESTONES OR OPPORTUNITIES**

The following key milestones or opportunities are anticipated to generate awareness that the program is from the GOC. These milestones may be linked to specific points in time, such as at the beginning or end of a program, or to an opportunity to showcase reports or other materials. These include, but are not limited to:

- holding training events,
- publishing reports,
- highlighting success stories,
- promoting final or interim reports, and
- communicating program impact/overall results.

### **4.0 AUDIENCES**

Subject to approval by USAID, the \_\_\_\_\_ project has the following target audiences with whom it will promote and publicize GOC - “COLOMBIA RESPONDE” sponsorship:

#### **4.1 Primary audience:**

The primary audience for all materials and documents produced under this contract is the local population residing in the priority CSDI zones with the goal of increasing confidence and perception of the GOC in these areas.

#### **4.1.2 Secondary audience:**

The secondary audience for materials and documents produced by the \_\_\_\_\_ project includes USAID staff in Washington and in the field, USAID stakeholders and non-governmental organizations, contractors, and researchers working on Northern Region issues.

### **5.0 ACKNOWLEDGEMENTS**

#### **5.1 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS**

All \_\_\_\_\_ documents will follow the Branding Strategy provided in Section J, Attachment 2. Under this approach, the host-country government will always be acknowledged in public documents that will be distributed within CSDI zones. If during the course of this program other major sponsors are involved, we will advise the COTR of their involvement and request permission to include them as necessary. For internal and external documents directed at audiences in USAID/Washington, USAID stakeholders (including other USG agencies), non-governmental organizations, contractors and researchers, documents will follow standard USAID Branding Guidelines as they will not impact the project’s branding with its primary audience.

#### **5.2 ACKNOWLEDGING USAID AND THE USAID EQUATE FUNDING MECHANISM**

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

*“This document was produced for review by the United States Agency for International Development. It was prepared by \_\_\_\_\_ for the \_\_\_\_\_ Project, Contract number \_\_\_\_\_.”*

#### **5.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS**

Co-branding with civil society groups will occur when these organizations have contributed funds to the activity and will follow the rules for including “Socios” outlined in the Branding Strategy. Co-branding with in-country partners may also be desirable when trying to promote local ownership and capacity building.

#### **5.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS**

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

## GENERAL INSTRUCTIONS

The Contractor shall also prepare a Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked with the GOC - "COLOMBIA RESPONDE" identity. Contract deliverables to be marked with the GOC - "COLOMBIA RESPONDE" Identity must follow USAID and GOC guidance for marking using this program identity. The Marking Plan should also clearly state what communications, commodities, and program materials will include standard USAID Branding and Marking following the USAID Graphics Standard Manual. The Contractor shall prepare a Marking Plan containing information substantially similar to the sample provided below:

### THIS PORTION IS CREATED BY THE CONTRACTOR

Marking Plan for the \_\_\_\_\_ Project (\_\_\_\_\_)

Below is the required Marking Plan:

#### 1.0 MARKING

##### 1.1 MARKING PLAN FOR MATERIALS TO BE PRODUCED

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

For contract deliverables that utilize the "COLOMBIA RESPONDE" program branding, marking with follow design guidance provided by USAID and the GOC for this program identity. The GOC - "COLOMBIA RESPONDE" logo will be used for programmatic correspondence. \_\_\_\_\_ Letterhead will be used for administrative matters and will not have the GOC - "COLOMBIA RESPONDE" logo. Business cards for administrative matters will not show the GOC - "COLOMBIA RESPONDE" logo, but when representing the "COLOMBIA RESPONDE" program in priority zones, the business cards should highlight staff's relationship to the GOC. Every contract deliverable that is marked with the USAID Standard Marking identity for the \_\_\_\_\_ project will follow design guidance for color, type, and layout in the *Graphic Standards Manual* as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials).

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

*"This study/report/ \_\_\_\_\_ Web site is made possible by the support of the Government of Colombia (GOC) through the "COLOMBIA RESPONDE" program. The contents of this study/report/ \_\_\_\_\_ Web site are the sole responsibility of \_\_\_\_\_ (name of organization) and do not necessarily reflect the views of the Government of Colombia."*

For external and internal studies, reports, publications, Web sites, and all informational and promotional products utilizing standard USAID marking that are not authored, reviewed, or edited by USAID, the material will contain a provision substantially as follows:

*"This study/report/ \_\_\_\_\_ Web site is made possible by the support of USAID through the \_\_\_\_\_ contract. The contents of this study/report/ \_\_\_\_\_ Web site are the sole responsibility of \_\_\_\_\_ (name of organization) and do not necessarily reflect the views of USAID."*

**THIS PORTION IS CREATED BY THE CONTRACTOR**

**Marking Requirements for the \_\_\_\_\_ Project (\_\_\_\_\_)**

Below is the required Marking Plan:

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

Category	Type of Marking	Remarks
<b>Administrative</b>		
Stationery products (administrative business)	Both USAID and GOC - "COLOMBIA RESPONDE" standard graphic identities will not be used.	Pertains to letterhead, envelopes, and mailing labels
Stationery products (program related)	GOC - "COLOMBIA RESPONDE" standard graphic identity will be used.	Pertains to letters that accompany program materials
Business cards (administrative business)	Both USAID and GOC - "COLOMBIA RESPONDE" standard graphic identities will not be used on business cards. The contractor should use its own business cards but include the line "_____ project" on the business card.	
Business cards (program related)	GOC - "COLOMBIA RESPONDE" standard graphic identity <i>may</i> be used by contractor staff working in target zones	Pertains to staff carrying out activities branded from the GOC.
Office signs	Both USAID and GOC - "COLOMBIA RESPONDE" standard graphic identities will not be used to mark project offices.	
Project deliverables	Follows GOC - "COLOMBIA RESPONDE" guidelines for full branding	
Web site	Follows GOC - "COLOMBIA RESPONDE" Graphics Standard Manual guidelines for full branding (If applicable)	
<b>Technical</b>		
Technical reports and studies	The GOC - "COLOMBIA RESPONDE" identity will be printed on the cover of documents; design follows GOC - "COLOMBIA RESPONDE" guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	

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

Category	Type of Marking	Remarks
Briefing papers, memoranda, and policy recommendations	The GOC - “COLOMBIA RESPONDE” identity will be printed on the cover of documents; design follows GOC - “COLOMBIA RESPONDE” guidelines for full branding guidelines unless co-branding is acceptable or an exception is provided for no branding.	
Government policies, strategies, plans, and guidelines (regional, national, and sub-national levels) or other materials positioned as being from the host-country government	Follows GOC - “COLOMBIA RESPONDE” Graphics Standard Manual guidelines for full branding (if applicable)	
Organizations' policies, strategies, plans, and guidelines (e.g., an NGO's procedures manual for malaria logistics, a workplace antidiscrimination policy) or other materials positioned as being from the host-country partner	Follows GOC - “COLOMBIA RESPONDE” Graphics Standard Manual guidelines for full branding (if applicable)	
Training materials and manuals	The GOC - “COLOMBIA RESPONDE” identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
CDs-ROM	The GOC - “COLOMBIA RESPONDE” identity will be printed on the CD label, splash screen/menu, and packaging; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
PowerPoint presentations	The GOC - “COLOMBIA RESPONDE” identity is required on title breaker slides; design follows guidelines for the full branding unless co-branding is acceptable or an exception is granted for no branding.	

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

Category	Type of Marking	Remarks
Conference posters and presentations	The GOC - “COLOMBIA RESPONDE” identity will be printed on the poster or presentation; design follows guidelines for professional meetings or full branding unless co-branding acceptable or an exception is granted for no branding.	
Videos	Not applicable	
Program materials	Not applicable	
Technical web portal	Follows guidelines for co-branding; the GOC - “COLOMBIA RESPONDE” identity will be included on the homepage and sub-pages as appropriate	Individual documents included on the portal will be branded as appropriate.
<b>Promotional</b>		
Event signs, banners, and exhibition booths materials	The GOC - “COLOMBIA RESPONDE” identity will be printed on the materials; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
Project promotional materials (e.g., success stories, beneficiary announcement of research, testimonials, findings, or project results)	The GOC - “COLOMBIA RESPONDE” identity printed on the materials; design follows guidelines for full branding.	
Materials for policy launch	Not applicable	
Materials for site visits	Not applicable	
<b>Commodities</b>		
	Not applicable	

## 1.2 GRANTS UNDER CONTRACTS

Grants under contracts, when authorized in accordance with ADS 302, “USAID Direct Contracting” should be branded and marked using the same Branding Strategy applied to other contract activities. USAID is including grants under contract in the contract’s branding and marking waiver to remove the requirements under **ADS Section 320.3.3 and 22 CFR 226.91** that would typically apply to grants under contract. The Contractor is responsible for including branding and marking requirements for these grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under its contract. Any deviation from the Branding Strategy should apply the policy directives and required procedures for branding and marking of assistance awards in **ADS Section 320.3.3 and 22 CFR 226.91**

## 1.3 PREPRODUCTION REVIEW

USAID reserves the right to request preproduction review of project-funded public communications and program material for compliance with the approved Marking Plan.

**ATTACHMENT 1**  
**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/APPLICATION</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR                      QUARTER</p> <p>DATE OF LAST REPORT</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME                      <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p>  <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</p>      <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p>   <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)</p>

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**ATTACHMENT 2**  
**BRANDING STRATEGY**  
**FOR THE USAID/COLOMBIA CELI-NORTHERN & SOUTHERN REGIONS PROGRAM**

**Background:** In 2008, the Government of Colombia (GOC) and the USG began developing the follow-on phase to Plan Colombia. Analysis of past USG interventions concluded that an integrated and geographically-targeted USG-wide approach would be the most effective way to consolidate security and development gains, reduce coca cultivation, decrease the efficacy of illegally armed groups, and help bring the full range of essential state services to targeted conflict regions in Colombia.

In March 2009, the GOC announced the creation of the National Consolidation Plan (PNC) through Presidential Directive 001. The PNC identified 17 priority zones throughout Colombia for consolidation of state presence and permanent territorial security. At the departmental level, the PNC is to be implemented through “Regional Coordination Centers” which are strategically located in the targeted regions and bring together an inter-agency GOC team to promote key security and development advances. Led by a civilian coordinator with support from a police and military coordinator, these RCCs are tasked with coordinating the sequenced response of the GOC with social services and support to communities as territorial security is recovered from illegal armed groups.

The US Embassy’s mutually supportive, complementary program has been designated as the Colombian Strategic Development Initiative (CSDI), in which the goal is to help the GOC reach a “tipping point” where state presence and positive perception of the government are sufficiently established over time so that communities start to trust and align with their government rather than with illegally-armed groups and proponents of the illicit drug economy. Under the CSDI, the US Embassy has identified five priority geographic bands where coordinated, interagency interventions will support the GOC’s PNC. These CSDI bands include the Central, Northern, Southern and Pacific bands, and under USAID’s new strategy, Consolidation and Enhanced Livelihood Initiative (CELI) contracts will support CSDI and PNC consolidation efforts.

**Positioning:** Given both the CSDI’s and the PNC’s emphasis on state presence and the importance of generating a positive perception of the GOC in consolidation zones, USAID has determined that Mission-supported CELI contracts in the CSDI Central, Northern, Southern, and Pacific zones that support the PNC should be branded from the GOC and should not include USAID marking. This branding policy includes events, program materials and public communications produced as part of the activities implemented in the regions within these CSDI zones. Visibility and acknowledgement of the USAID implementing partner will be determined on a case by case basis.

To demonstrate to beneficiary communities that the GOC, at all levels, can deliver reliable services, branding and positioning of USAID-funded activities at the municipal level will include the marking from the main municipal, departmental, or national implementing counterpart, depending on the nature of the intervention as well as other entities’ contributions to the particular activity. For example, a health activity carried out in conjunction with the Secretaría de Salud Municipal should display the logos of the municipal-level entity and – in equal size and prominence – the logos of other municipal entities if appropriate.

Under this framework, the branding of the activities will include a tagline “FORTALECIENDO GOBIERNOS LOCALES” to develop an element or identity that is consistent with all activities and that conveys the broader message which is supporting the delivery of basic services by the local governments and/or any other government agencies.

At present, there is no GOC branding strategy for activities carried out under the National Consolidation Plan (PNC). If the GOC decides to develop a communications strategy for the PNC in the future, USAID

may decide to include branding for the PNC on CELI contract activities based on conversations with the GOC and within the US Embassy's CSDI working group.

This branding strategy reflects USAID's usual, non-emergency practices in not marking certain contract deliverables for programmatic reasons. In accordance with ADS 320.3.2, the CO, in consultation with the Activity Manager/RO, has the authority to determine that marking is not appropriate, if marking of specifically identified contract deliverables, or of all contract deliverables, would: (c) undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, PSAs, or other communications better positioned as "by" or "from" a cooperating country ministry, organization, or government official.

<p><b>General rule:</b> For all activities, USAID will be included as a socio if other international donors invest in an activity and include their marking branding.</p> <p><b>Exception to general rule:</b> Only applies to non-inherently governmental rapid response and institutional support activities. If a local non-governmental association or organization is contributing to the activity and is a formal association, Level 3 will include the local group's name or logo as a socio. If the local socio is included, USAID's logo may be included if the activity is not part of an initial government response to build credibility in transition zones.</p>	BRANDING/MARKING VISIBILITY LEVEL				
	Level 1: Colombia Responde	Level 2: Appropriate GOC Institution(s)	Level 3		
			No partners = no USAID	May include Socios/USAID	Include socios/USAI D
<b>1. Inherently Governmental</b>					
<p><b>1.1. Rapid Response and Institutional Support Activities:</b></p> <ul style="list-style-type: none"> <li>- Food security.</li> <li>- Post-eradication productive activities.</li> <li>- Immediate short-term social service interventions to meet urgent needs and improve community perception of government presence.</li> <li>- Community infrastructure activities prioritized by communities.</li> <li>- Technical assistance as well as logistical and planning support for the Regional Coordination Centers (RCCs) under the PNC.</li> </ul>	✓	✓	✓	✓ (if general rule applies)	
<p><b>1.2. Long-term Livelihoods and Institutional Capacity Activities:</b></p> <ul style="list-style-type: none"> <li>- Repair or improvement of tertiary roads and other larger infrastructure.</li> <li>- Local land tenure processes and systems, including formalization of titles, restitution and protection.</li> <li>- Delivery of social services.</li> <li>- Strengthen municipal governments in three areas: planning, budget and public services provision.</li> <li>- Joint national, departmental and/or municipal strategies with all levels of government to improve services, governance and/or economic development.</li> <li>- Support processes for reparations, resettlement, returns and graduations.</li> <li>- Government technical training (e.g. SENA)</li> </ul>	✓	✓		✓ (if general rule applies)	
<b>2. Not Inherently Governmental</b>					
<p><b>2.1. Rapid Response and Institutional Support Activities</b></p> <ul style="list-style-type: none"> <li>- Rapid impact income generation activities.</li> </ul>	✓	✓		✓ (if exception to general rule applies)	
<p><b>2.2. Long-term Livelihoods and Institutional Capacity Activities</b></p> <ul style="list-style-type: none"> <li>- Agribusiness projects, leveraging private and public capital.</li> <li>- Develop micro and SME projects, leveraging private and public capital in target areas.</li> <li>- Strengthen micro and SMEs for increased job creation.</li> <li>- Sustainable forestry income-generation/conservation projects.</li> <li>- Market-driven job training, including vocational and technical training.</li> <li>- Financial services for individuals and small associations (private financial institutions)</li> <li>- Develop or strengthen producer associations.</li> <li>- Civil society dialogue with local government.</li> <li>- Civic education</li> <li>- Support citizen oversight initiatives (veedurias) to monitor the quality and effectiveness of public services</li> <li>- Strengthen CSOs that advocate for the needs and provide direct assistance to vulnerable populations</li> <li>- Strengthen community based organizations</li> </ul>	✓	✓			✓