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Proposal Deadline: January 13, 2020 by 4 p.m. CET

**Cardno Emerging
Markets USA Ltd.**

**USAID Cooperation for
Growth (CFG) Project**

Request for Proposals
USAID CFG RFP-2019-13

For the Provision to
**Assist the Ministry of Finance and Securities Commission in Drafting the Bylaws
Implementing the Alternative Investment Funds Law**

Project:
USAID Cooperation for Growth (CFG) Project

Contracting Entity:
Cardno Emerging Markets USA Ltd.
2107 Wilson Boulevard, Suite 800
Arlington, VA 22201-3096

Funded by:
United States Agency for International Development (USAID)

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Request for Proposals

Cardno Emerging Markets USA, Ltd., the Contractor, acting on behalf of the U.S. Agency for International Development (USAID) as implementer of the USAID Cooperation for Growth (CFG) Project, is soliciting offers from qualified, legally registered U.S. or Serbian, non-profit or for-profit companies and organizations, and non-governmental organizations (NGOs) to submit proposals to *assist the Securities Commission in drafting the by-laws of the Alternative Investment Fund Law.*

This Request for Proposals (RFP) consists of the following sections:

1. Section 1 – Background and Scope of Work
2. Section 2 – Detailed Instructions
3. Section 3 – Proposal Submission and Preparation Information
4. Section 4 – Evaluation and Award Information
5. Section 5 – Administration Information
6. Annexes

Cardno Emerging Markets USA, Ltd / USAID Cooperation for Growth Project (Cardno/USAID CFG) is soliciting proposals from qualified offerors to provide the services described in “Section 1 Funding Opportunity Description, Scope of Work” of this RFP. The successful bidder will be responsible for ensuring achievement of specified deliverables.

The Offeror may NOT subcontract or enter into joint ventures or other agreements with other organizations under any resultant subcontract without prior Cardno approval. Should there be a need for the Offeror to subcontract to another organization, the Offeror must perform a substantial portion of the activities (including program management and operations, and delivery of required services.)

The Offeror may not submit more than one proposal per RFP. The Offeror may not be a partner in another proposal on the same RFP. The Offeror and its partner(s), if any, must satisfy the eligibility criteria as per Section 2.1.

Subcontract Award: Cardno/USAID CFG intends to award one Firm Fixed Price subcontract payable in RSD (Serbian dinars), to be allocated over a 5-month period. The anticipated period of performance of the subcontract is expected to start from on or about January 2020. All tasks should be completed no later than 5 months after the award of the subcontract. Cardno/USAID CFG anticipates awarding one Firm Fixed Price subcontract under this RFP. Under a Firm Fixed Price subcontract all payments will be fixed-sum, payable upon completion of deliverables. Deliverables, payment amounts, and dates will be defined in detail during negotiations to enter into a subcontract.

Cardno/USAID CFG will select the offer that presents best value based on the evaluation criteria stated in this RFP. This RFP in no way obligates USAID CFG, Cardno, or USAID to execute a subcontract, nor does it commit USAID CFG, Cardno, or USAID to pay any cost incurred in the preparation and submission of proposals.

Submission and deadline of proposals: Offerors are responsible for ensuring that their signed technical and cost proposals are received in accordance with the instructions stated in this RFP and received no later than the closing time and date. Cardno/USAID CFG cannot guarantee

that late offers will be considered. Offerors shall submit their offers electronically only. Emailed offers must be received by 16:00 (4 pm) CET (Local Belgrade Time) on January 13, 2020 at cfgkonkursi@saradnja.rs.

Validity Period

Offerors' proposals must remain valid for 90 calendar days after the proposal submission deadline.

Written Questions and Clarifications. Upon receipt of this RFP, Offerors should carefully review the entire document. Offerors should submit any questions concerning this RFP in writing via email to cfgkonkursi@saradnja.rs. The deadline for receipt of requests for clarifications/explanations is December 31, 2019 by 16:00 hours Local Belgrade Time. No questions will be accepted after this date.

Organizations invited by Cardno/USAID CFG to submit proposals for the services described in this RFP are under no obligation to do so. Offerors will not be reimbursed for any costs incurred in connection with the preparation and submissions of their bids.

Section 1 – Background and Scope of Work

1.1. Background

The United States Agency for International Development (USAID) has awarded a contract to Cardno Emerging Markets USA, Ltd. for the USAID Cooperation for Growth Project in Serbia (USAID CFG). The purpose of USAID CFG is to improve the competitiveness of the Serbian private sector, through improvements in the business enabling environment that remove regulatory constraints to private sector growth. The overall objectives are to improve the business environment and related administrative efficiency in selected areas, and to improve access to finance for small and medium enterprises. USAID CFG will focus on accomplishing outcomes which will create opportunities for growth and innovation for small and medium enterprises (SMEs). USAID CFG activities will produce extensive benefits for the entire private sector and economy in Serbia. USAID CFG is comprised of objectives:

Objective 1, Improved Business Environment and Related Administrative Efficiency in Selected Areas, which addresses identifying and facilitating those improvements that have the greatest potential impact on overall predictability and stability of the business environment and private sector investment and growth.

Objective 2, Improved SMEs Access to Finance, that targets development of approaches to expand the volume and diversity of financial services available to SMEs to enable them to invest in growth, expand operations, and increase their competitiveness.

These improvements will increase predictability and transparency and will remove regulatory constraints to economic activity, thereby creating a stronger foundation for investment and facilitating private sector growth. USAID CFG will focus on accomplishing results that open space for and thereby drive opportunity and growth for small and medium enterprises (SMEs), but the project will certainly produce benefits for the entire private sector in Serbia.

To accomplish reforms in each of the mentioned areas, USAID CFG enhances collaboration between and among public and private sector partners and collaborates with external experts in order to create reforms that will elevate business competitiveness.

1.2. Activity Purpose, Description and Scope of Work

The RFP supports Objective 2 (Improved SMEs Access to Finance), Activity O2.2 (Strengthen the environment for equity financing and enable introduction of alternative investment funds) of USAID CFG.

The purpose of this RFP is to solicit proposals for assisting the Securities Commission (SC) in drafting the bylaws implementing Alternative Investment Funds Law. USAID CFG support involves expert and technical assistance in drafting rulebooks and guidelines covering all the matters in which the Law states stipulates competence of the Securities Commission.

1.2.1. Background

USAID CFG's Survey of 1,000 businesses shows that Serbian companies have identified access to finance as one of the main roadblocks in their drive to build productive capacity, to compete, and create jobs.

In a highly bank-centric financial market, Serbian SMEs are struggling to find adequate financing. Many of these companies are not capable to respond to strict credit rules of commercial banks, including collateral requirement, long credit history, etc. In parallel, equity-related financing and investment funds industry in Serbia are much less developed compared to countries in the region and are not providing sufficient equity financing in the market. It has been estimated that Serbia's market offers almost six times less available equity for financing compared to other regional countries.

In order to grow, Serbian SMEs need a diversified financing mix that contains both debt and equity-based financing.

So far, USAID CFG reached several milestones in its support for the emergence of the private equity market in Serbia. USAID CFG assisted the Ministry of Finance in drafting the Law on Alternative Investment Funds, that the National Assembly adopted in October 2019. This EU-compliant Alternative Investment Fund Law, along with appropriate tax incentives, is expected to stimulate the emergence of local private equity and venture capital funds.

USAID CFG helped the Ministry to adequately regulate this area of financing, which is of crucial importance for the further development of the capital market and the growth of the Serbian economy. This Law will enable the development of a local investment fund market, and broaden the range of finance available to SMEs, especially equity-based financing such as venture capital and private equity. Until now, Serbia did not have an adequate legal framework for development of local investment funds. While international investment funds were looking for investment opportunities above five mil EUR, the financial needs of domestic SMEs are mostly well below that level. This makes the impact of future local private equity industry crucial for SMEs' growth.

Following the adoption of the Law, USAID CFG aims to assist the Securities Commission in drafting the bylaws implementing the Alternative Investment Funds Law. The bylaws must cover all the matters in which the Law stipulates competence of the Serbian Securities Commission.

1.2.2. Objectives and Purpose

The objective of this procurement is to solicit proposals to support Cardno/USAID CFG with technical assistance in drafting the bylaws implementing the Alternative Investment Funds Law.

The purpose of this procurement is to help improve access to finance for SMEs through establishing of a healthy financial market, and by broadening the range of finance available, especially equity-based financing such as VC, private equity, and the other alternative investment funds.

1.2.3. Activity Description

The aim of this Project is to develop and strengthen domestic VC funds industry and private equity financing, as well as to enable introduction of alternative investment funds in Serbia. USAID CFG already supported development of the regulatory framework for establishing and governing VC funds, private equity, and alternative investment funds. With the subcontract

support, the Project will provide technical assistance in drafting bylaws implementing the Alternative Investment Funds Law.

1.3. Scope of Work

1.3.1. Tasks

For the entire duration of the assignment, the Offeror shall work with USAID CFG to provide technical assistance to the Securities Commission in drafting the rulebooks and regulatory instruments that cover all matters in which the Law stipulates the competence of the Serbian Securities Commission.

Overall, the implementing rulebooks and guidelines should cover regulatory matters relating to alternative investment funds, alternative investment fund management companies, depository companies, matters concerning financial statements, and guidelines relating to calculating the equity of alternative investment funds and fund management companies.

Suggested list of implementing rulebooks and guidelines are the following:

1. Rulebook on Alternative Investment Funds
2. Rulebook on Conditions for Performing the Activity of Alternative Investment Fund Management Companies
3. Rulebook on Conditions for Performing Depository Operations of the Alternative Investment Fund
4. Rulebook on the Chart of Accounts and Financial Statements for Alternative Investment Funds
5. Rulebook on the Chart of Accounts and Financial Statements for Alternative Investment Fund Management Companies
6. Guideline on How to Calculate the Equity of Alternative Investment Funds (closed)
7. Guideline on How to Calculate the Equity of Alternative Investment Fund Management Companies

In the proposal the Offeror may propose alternative list of bylaws. The recommendation is to have fewer, but more extensive bylaws.

The Offeror is required to consult and cooperate with USAID CFG's Chief of Party, Deputy Chief of Party, Access to Finance Director, and other staff in developing, conducting, and reporting the analyses mentioned above.

1.3.2. Staffing

The Offeror should propose a staffing plan that should include the following staffing:

1. Project Manager

The Project Manager will be tasked with the overall implementation of the Project. The Project Manager will ensure high quality technical assistance and manage relationship with USAID CFG and the Securities Commission. The Project Manager will lead drafting analysis and advisory services. The Project Manager will coordinate the engagement and monitor the

performance of other team members and service providers, oversee the implementation of activities, and ensure adherence to schedule. The Project Manager will be in charge of financial realization and reporting to USAID CFG. In addition, the Project Manager's task will be to ensure cooperation with the selected stakeholders. The Project Manager will also be involved in supporting the project team in all the proposed activities.

Desired qualification: Advanced degree in Law, with at least 10 years of professional experience in managing regulatory-oriented projects and proven track record on financial market. Expertise in securities law and experience relating to investment funds. Previous experience in consulting on international cooperation and development projects.

2. Senior Legal Specialist

The Legal Specialist will provide technical assistance to the Legal Expert in drafting the rulebooks and guidelines.

Desired qualification: Advanced degree in Law, with more than 10 years of experience in Serbian financial markets and/or securities regulation. Proven expertise in drafting regulations relating to financial markets and/or securities regulation.

3. Legal Expert in EU Laws and Practices

The Legal Expert in EU Laws will be tasked with advising on compliance with the EU Regulation referred to above.

Desired qualification: Advanced degree in Law, with more than 10 years of experience in the regulatory compliance. Proven knowledge of EU Directives and financial legislation. Previous experience in working in EU Member States and/or candidate countries. Previous experience in consulting on international cooperation and development projects.

2.1.1. Deliverables

The following are the specific deliverables, which upon Cardno acceptance of the deliverable, will also serve as milestones for payments (the date of signing of the agreement will be hereinafter referred to as "Contracting date"):

1. Final Work Plan and Schedule, including brief concepts for each rulebook and guideline.
2. Draft rulebooks and guidelines implementing the Alternative Investment Funds Law
3. Providing support for public consultations and providing written commentary on amendments
4. Final drafts of rulebooks and guidelines
5. Final report

All written deliverables must be submitted in Serbian language, with the exception of the Final Report that must be produced in English language.

2.1.2. Deliverables Schedule

The Subcontractor shall submit the deliverables for payment described above in accordance with the following Deliverables Schedule:

Deliverable No.	Deliverable Name	Due Date	Delivery Instructions
1.	Final Work Plan and Schedule	January 30, 2019	MS Word document
2.	Draft rulebooks and guidelines implementing the Alternative Investment Funds Law	March 2, 2020	MS Word document
3.	Written commentary on amendments of the bylaws	April 1, 2020	MS Word document
4.	Final drafts of rulebooks and guidelines	April 19, 2020	MS Word document
5.	Final report	May 1, 2020	Delivered in English, MS word

Section 2 - Detailed Instructions

2.1. Eligibility Information

Eligible Offerors shall be able to comply with and achieve the proposed Program Description, Tasks, and Results and have a satisfactory performance record and record of integrity and business ethics. Eligible Offerors include legally registered US and Serbian non-for-profit and for-profit organizations, and non-governmental organizations (NGOs).

Ineligible Offerors include:

- Entities that have misused USAID funds in the past, organizations that advocate, promote or espouse anti-democratic policies or illegal activities;
- Political parties or institutions;
- Organizations that intend to use the contract for religious objectives;
- Organizations that are on the list of parties excluded from federal procurement and non-procurement programs or the United Nations Security Sanctions Committee.

2.2. Source of Funding, Authorized Geographic Code, and Source and Nationality

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. The authorized USAID geographic code for this RFP and any resulting subcontract is Code 937. All commodities and services supplied under any subcontract resulting from this RFP must be procured from Code 937 sources. Code 937 is defined as the United States, Serbia, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

Section 3 - Proposal Submission and Preparation Information

The deadline for the submission of proposals is **January 13, 2020 by 4 p.m. CET** via email to cfgkonkursi@saradnja.rs. Late proposals will not be considered. The email subject line item must contain the reference number of the RFP.

The Offerors must submit the proposal electronically with attachments (10 MB limit per email) compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft Windows-compatible environment. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The submitted proposal shall follow the format as described below.

1. An identifiable tab sheet shall precede each section for easy reference.
2. All pages, except pre-printed technical inserts, shall be sequentially numbered.
3. The Offeror may include any additional information considered pertinent.
4. All proposals shall include a Technical Proposal and a Cost Proposal.
5. All proposals shall be submitted in English.

All materials submitted in response to this RFP shall become the property of Cardno and may be returned only at Cardno's option.

3.1. Requirements for Proposal Format

The required format for Proposals is listed below:

1. Cover Letter

The Offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. DUNS number
- x. Reference Number of the RFP
- xi. Other required documents that shall be included as attachments to the cover letter

3.2. Technical Proposal

The technical proposal must not be longer than 20 pages in length, and pages submitted that exceed 20 pages will not be reviewed. Supporting documents and CVs of the proposed key staff members will not be counted toward the 20 pages limit.

The technical proposal shall comprise the following parts:

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan. This part shall not exceed 10 pages.

Present a narrative that demonstrates understanding, creativity and added value for the tasks identified in the scope of work. This section should demonstrate the Offeror's approach, providing a detailed description of the activities, tools, methodologies, management, logistics, resource requirements (non-financial).

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such. The Offeror is required to propose a detailed timeline for proposed activities.

Part 2: Management, Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The Offeror shall determine, define and propose a team that has the appropriate range of skills and personnel positions necessary to implement the scope of work. The roles and responsibilities of each team member should be described.

The Offeror will provide a listing of staff that will be engaged on this project and their CVs.

The Offeror will also designate key personnel, who should include the Project Manager.

Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 5 pages long but may not exceed 5 pages. This section should provide a brief description of the Offeror's past and present activities. It should focus on services related to the proposal.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology to conducting the feasibility study and the detailed work plan. Additionally, Offeror must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact that can speak to the Offeror's performance, name and address of the company for which the work was performance and email and phone number of the point of contact.

Cardno/USAID CFG reserves the right to check additional references not provided by an Offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

A sample proposal format is provided in Annex 3 of this RFP.

3.3. Cost Proposal

The cost proposal shall be submitted as a separate file from the technical proposal. Offerors shall fill in the budget form with sufficient detail to permit evaluation of cost reasonableness.

All bids must include proposed costs to complete the tasks described in the project Scope of Work. The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award.

Offerors should present their firm fixed price offer and complete the Proposal Cost Summary in Annex 3. This cost summary shall be the basis for firm fixed price cost proposal evaluation of all offerors deliverable prices.

In addition, for the purpose of the proposal, Offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Bidders must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Dollars.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item.

Cardno/USAID CFG reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror's proposed cost.

If it is the bidder's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, bidders must explain the rates and the rates' base of application in the budget narrative. Cardno/USAID CFG reserves the right to request additional information to substantiate a bidder's indirect rates.

Responsibility Determination: Offerors should submit any additional evidence for responsibility deemed necessary for Cardno to make a determination of responsibility. The information submitted should substantiate that the Offeror:

- a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the agreement;
- b) Has the ability to comply with the agreement conditions, taking into account all existing and currently prospective commitments of the Offeror, nongovernmental and governmental;
- c) Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;
- d) Has a satisfactory record of integrity and business ethics;
- e) Is otherwise qualified and eligible to contract an agreement under applicable laws and regulations.

Information on the Offerors DUNS - Offerors must provide their Data Universal Number System (DUNS) number to Cardno/USAID CFG. If an Offeror does not have a DUNS number, they must demonstrate that they will be able to receive and provide the DUNS number to Cardno before any subcontract can be awarded. Cardno may not make an award to any entity unless the entity has provided its DUNS number to Cardno. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently +1 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

Information on the Offerors Executives – Offerors must indicate if in the Offerors preceding fiscal year, the Offeror received:

- a. 80 percent or more of its annual gross revenues from US Government sources; and
- b. \$25,000,000 or more in annual gross revenues from US Government sources

If the Offeror answers yes to either of the criteria above, they Offeror must provide the names and total compensation of each of the Offeror's five most highly compensated executives for the Offeror's preceding completed fiscal year.

Please note that the Offeror should also submit the following supporting documents:

- A copy of your organization's Articles of Incorporation or other documentation which substantiates the legal character/registration of the organization.
- Copies of the Offeror's financial reports for the previous three-year period, which have been audited by a reputable certified public accounting firm.

If the Offeror cannot provide financial reports for the previous three-year period as indicated above, in order to demonstrate its financial capability to Perform the work outlined in the request for proposal (RFP), the Offeror should provide other corroborating evidence of its financial capabilities, such as:

- Bank Statements for the prior 12 months to demonstrate current cash on hand;
- Proof of an approval or pre-approval for a bank line of credit (at least the availability for the amount of the contract);
- Tax filings for the last 2 years (individual if new);
- References stating that the offeror is financially capable of doing the work and paying its expenses.

Section 4 – Evaluation and Award Information

4.1 Evaluation Criteria

Proposals will be evaluated in accordance with the criteria set forth below. The criteria have been tailored to the requirements of this RFP. Proposals should note that these criteria serve to: (a) identify the significant matters which Offerors should address in their proposals; and (b) set the standard against which all proposals will be evaluated.

To the extent necessary, Cardno/USAID CFG may request clarification and supplemental materials from Offerors whose proposals have a reasonable chance of being selected for a subcontract. The entry into discussion is to be viewed as part of the evaluation process and shall not be deemed as indicative of a decision or commitment upon the part of Cardno / USAID CFG to contract the selected Offeror with whom discussions are being held.

The Evaluation Committee will evaluate all proposals on responsiveness to RFP requirements, quality and cost. If an Offeror's proposal fails to fulfill requirements of the RFP in any respect, contains an irregularity, or contains a deviation from the requirement, it will be considered non-responsive and may be rejected.

Proposals will be evaluated by the Evaluation Committee on the basis of 100 possible points. The weighting of various sections will be as follows:

Category	Maximum Points (100 Total)
Technical Approach	30
Management, Personnel, and Staffing Plan	40
Organizational Capabilities, Experience, and Past Performance	20
Cost proposal	10
Total Possible Points	100

1. Technical Approach (30 points):

- Problem Statement – (5 points)
Demonstrated understanding of Investment Funds and Financial Markets. Does the Offeror demonstrate a clear understanding of the problems/key issues that the proposed RFP activity will address?
- Approach and Methodology – (10 points)
Comprehensive proposed program approach, including detailed activities and a timeline for fulfilling all requirements of the Scope of Work in an effective and efficient manner. The methodology should clearly explain how the applicant will complete the work and include a detailed work plan.
- Knowledge – (15 points)
Approach to technical assistance, including drafting, to be provided. Demonstrated knowledge of Financial Markets, Investment Funds market, and related Serbian and EU regulations. Knowledge of process and drafting requirements for Serbian legislative and normative acts, including rulebook and guidelines.

2. Management, Personnel, and Staffing Plan (40 points)

Personnel Qualifications – The Offeror should describe their overall staffing capability and capacity to undertake work in this area. A detailed description of proposed team members’ qualifications and relevant experience to carry out the Scope of Work should be included. As a whole, the proposed team should reflect an understanding of financial markets, regulatory analysis and Serbian and EU laws related to finance.

3. Corporate Capabilities, Experience, and Past Performance (20 points)

Offeror’s experience and capabilities in undertaking similar activities and trainings should be detailed here, including references and certifications (if relevant). If desired, applicants may share website links to relevant examples for consideration. Offerors may also consider capacity and capabilities of relevant staff and/or consultants when describing their organizational capabilities.

4. Cost proposal (10 points):

Cost effectiveness, including resources provided for the proposed cost. Cost realism including whether the price offered is within the cost range that Cardno/USAID CFG should realistically expect to pay for the proposed effort. Consistency of the proposed costs with the technical approach. Is the proposed budget realistic, well-thought out, and in line with the proposed activities? Are the proposed costs reasonable, allowable and allocable to the award?

The selection of the Offeror for award will be made by the Cardno/USAID CFG Evaluation Committee based on the evaluation criteria above.

4.2. Award process

The Successful Offeror will receive written notice from the Subcontracts Manager informing the Offeror that Cardno /USAID CFG either intends to award a subcontract to the Offeror solely on the basis of the original bids received, or that the Cardno/USAID CFG intends to engage the Offeror in further negotiations with respect to a potential award prior to awarding a subcontract, during which details of the subcontract will be discussed including a review of budget and work plans proposed by a Offeror. Negotiations conducted after the receipt of a bid do not constitute an obligation on the part of Cardno/USAID CFG to award a subcontract.

Following the negotiation process, USAID Cooperation for Growth Project will request a written approval from USAID prior to executing the subcontract, if required under the terms of the prime contract. Any resultant subcontract will be subject to the applicable terms and conditions of the Prime Contract for the USAID CFG. Unsuccessful Offerors will be notified in writing by the Subcontracts Manager.

Section 5 – Administration Information

5.1. Contracting Office

The Office is:

Predstavništvo Cardno Emerging Markets USA Ltd. /USAID Cooperation for Growth Project
27-29/IV fl. Rajiceva Street
Belgrade, Serbia
Phone: +381 11 40 03 810

5.2. Technical Representative

The Cardno Technical Representative is Ms. Karen Westergaard, Chief of Party (jlowther@saranja.rs).

All communication should be copied also to Tatjana Stojkovic, Finance and Operations Director, at tstojkovic@saradnja.rs, and Dragana Stanojevic, Deputy Chief of Party at dstanojevic@saradnja.rs.

Phone: +381 11 40 03 812
+381 11 40 03 813

5.3. Paying Office

Invoices should be submitted to:

Predstavništvo Cardno Emerging Markets USA Ltd. /USAID Cooperation for Growth Project
27-29/IV fl. Rajiceva Street
Belgrade, Serbia
Phone: +381 11 40 03 810

5.4. Technical Directions / Relationship with Cardno

- (a) Technical Directions are defined to include:
 - (1) Written directions to the Subcontractor that fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor that assists in the interpretation of specifications, or technical portions of the work statement or subcontract;
 - (3) Review and, where required, provide written approval of technical reports, specifications, or technical information to be delivered.
- (b) Cardno is authorized to take any or all action with respect to the following, except any action specifically prohibited by the terms of the subcontract:
 - (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a1) above and require the Subcontractor to correct all deficiencies; perform acceptance for Cardno.
 - (3) Maintain all liaison and direct communications with the Subcontractor.

- (4) Monitor the Subcontractor's production or performance progress.

5.5. Payment

The Subcontractor will be paid upon completion and Cardno/ USAID CFG acceptance of project milestones and submitted deliverables. The Subcontractor shall submit invoices in accordance with the subcontract payment schedule. A proper invoice must clearly indicate the following information.

Subcontractor Name and Address
Invoice Date and Invoice Number
Subcontract Number
Description of deliverables for which payment is being claimed
Payment address/bank account number.

Each copy of the invoice shall contain the certification below. An authorized representative of the Subcontractor's organization must sign this certification. Failure to provide the required invoice information will result in the invoice being returned to the Subcontractor for correction.

The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of the purchase order between Cardno Emerging Markets USA, Ltd. and Subcontractor, and to the best of my knowledge and belief that they are correct, that the amount claimed is proper and due, that all daily rates claimed are for actual days (or fractions thereof) which have been satisfactorily provided/performed, that other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract, and have been paid by the Subcontractor, that the quantities and amounts involved are consistent with the requirements of the Purchase order, that all required approvals have been obtained, and (2) appropriate refund shall be made to Cardno Emerging Markets USA, Ltd. promptly upon request in the event of disallowance.

(Name, Title, Date)

All taxes of every nature and kind, including occupation, or property taxes, shall be the responsibility of the Subcontractor; and Cardno/USAID CFG, without limitation, franchise, net or gross income, license, shall have no obligation to the Subcontractor therefore. The Subcontractor shall report and pay, as an independent subcontractor, all taxes applicable to amounts received from Cardno/USAID CFG hereunder. However, Cardno/USAID CFG will exempt each pro forma invoice, submitted by the Subcontractor, from VAT (value added tax).

5.6. Assignment / Delegation

The subcontract may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Cardno/USAID CFG, by which consent shall not be unreasonably withheld. In the absence of such consent, any assignment is void.

Section 6 – Annexes

Annex 1

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, subcontract, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, subcontract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-subcontracts, and contracts under subcontracts, loans, and cooperative agreements) and that all subawardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

“The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Certification of Offeror

By signing below the Offeror provides certifications and assurances for the Certification Regarding Lobbying above.

RFP/RFQ No. _____
Proposal/Quote No. _____
Date of Proposal _____
Name of Offeror _____
Typed Name and Title _____
Signature _____
Date _____

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the Offeror provides the certification set out below:

1. The Offeror, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Offeror to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Offeror will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://sdnsearch.ofac.treas.gov/>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Offeror.

b. Before providing any material support or resources to an individual or entity, the Offeror also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Offeror should refer to the consolidated list available online at the Committee’s website: <https://scsanctions.un.org/consolidated/>.

c. Before providing any material support or resources to an individual or entity, the Offeror will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Offeror also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Offeror has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Offeror's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Offeror that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Offeror has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Certification of Offeror

By signing below the subcontractor provides certifications and assurances for the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFP/RFQ No. _____
 Proposal/Quote No. _____
 Date of Proposal _____
 Name of Offeror _____
 Typed Name and Title _____
 Signature _____
 Date _____

Other Statements of Offeror

1. Authorized Individuals

The Offeror acknowledges that the following persons are authorized to negotiate on its behalf with the USAID Cooperation for Growth Project and to bind the Offeror in connection with this Award or Contract:

Name Title Telephone No. Facsimile No.

2. Taxpayer Identification Number (TIN)

If the Offeror is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the Offeror's TIN:

TIN: _____

3. Data Universal Numbering System (DUNS) Number

(a) In the space provided at the end of this provision, the Offeror should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Offerors should take care to report the number that identifies the Offeror's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the Offeror does not have a DUNS number, the Offeror should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the Offeror. The Offeror should be prepared to provide the following information:

- (1) Offeror's name.
- (2) Offeror's address.
- (3) Offeror's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the Offeror.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com. The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system. DUNS: _____

4. Type of Organization

The Offeror, by checking the applicable box, represents that –

(a) If the Offeror is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university, a public college or university, an international organization, or a joint venture; or

(b) If the Offeror is a non-U.S. entity, it operates as a corporation organized under the laws of _____ (country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture.

Annex 2 – Special Award Conditions

H.1 Executive Orders on Terrorism Financing

The Subcontractor 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 subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards issued under any subcontract resulting from this RFP/RFQ.

H.2 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 subcontractor 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 subcontract, the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.3 Conflict of Interest

A. Subcontractor represents that its execution and performance of this Subcontract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Subcontractor is bound. Due to the type of work performed, there are Organizational Conflict of Interest (OCI) clauses that are applicable to this Subcontract.

B. Subcontractor shall immediately provide notice to Cardno in the event that it discovers any potential, actual, or apparent personal or organizational conflict of interest related to or arising from this Subcontract. Failure to disclose and adequately avoid or mitigate any OCI shall entitle Cardno to immediately terminate the Subcontract.

H.4 Publicity

Unless written consent of Cardno shall be first obtained, the Subcontractor shall not at any time, notwithstanding the expiration of the Term or the termination of this Subcontract, or in any manner advertise or publish or release for publication any statement mentioning Cardno or the fact that the Subcontractor is furnishing or has furnished or contracted to furnish services to Cardno.

H.5 Confidentiality of Information

- A. The Subcontractor shall hold in trust for the sole benefit of Cardno any materials, information or ideas that are provided to or otherwise made available to the Subcontractor by Cardno, whether before or after the date hereof (“Proprietary Information”). The Subcontractor shall not use, reproduce or disclose any Proprietary Information except to the extent necessary to perform the Services and as authorized by USAID CFG COP. In any event, except as authorized by COP the Subcontractor shall not disclose any Proprietary Information to any person other than individuals within Cardno who have a need to know such Proprietary Information. “Proprietary Information” includes materials, information and ideas of or about Cardno, and clients, vendors, licensors and other persons, that are not generally known to the public, including, without limitation, materials, information and ideas relating to business, plans, operations, products, services, methods, procedures, clients, equipment and systems, whether in written, oral or any other form.
- B. The Subcontractor shall use best efforts to prevent the disclosure and the unauthorized reproduction or use of the Proprietary Information, which efforts shall be no less than those used by the Subcontractor to protect the Subcontractor’s own confidential information.
- C. The restrictions set forth above shall apply, notwithstanding the expiration of the Term or the termination of this Subcontract.

H.6 Ownership of Work Product

- A. The Subcontractor hereby assigns, and agrees to assign, to USAID and/or Cardno, without additional compensation, all right, title and interest in and to all creations, inventions, ideas, designs, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, “Creations”), that are conceived or developed by the Subcontractor, alone or with others, in connection with performance of the Services, whether or not conceived or developed during regular business hours. Such Creations shall be the sole property of USAID and/or Cardno and, to the maximum extent permitted by applicable law, shall be deemed works made for hire.
- B. The Subcontractor shall promptly inform Cardno of any such Creations. The Subcontractor shall (whether during or after the period of the Services) execute such written instruments and do other such acts as may be necessary in the opinion of Cardno to obtain a patent, register a copyright, or otherwise enforce Cardno rights in such Creations (and the Subcontractor hereby appoints Cardno as the Subcontractor’s attorney in fact to undertake such acts in the Subcontractor’s name).
- C. The Subcontractor shall not use any preexisting work or materials without the express written approval in advance by USAID CFG Chief of Party. To the extent, if any, that the Subcontractor may retain any right, title or interest with respect to any creations that are delivered to Cardno or relate to the Services, whether under

copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory, the Subcontractor hereby subcontracts to Cardno an irrevocable, fully-paid, transferable, sub licensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such Creations, and hereby waives any rights with respect thereto.

H.7 Audit

The accounting records, as well as other records maintained by the Subcontractor in the performance of this award, shall be subject, at all reasonable times, to audit by an independent public accounting firm selected by Cardno and to audit pursuant to any request or action of any agency of the United States Government. In addition, Cardno may have such an audit performed at any time within three (3) years following the completion or termination of work specified herein.

H.8 Insurance and Services

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors are to contract with 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:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: +1 (925) 951-1856
Fax: +1 (925) 951-1890
Email: Fred.Robinson@aon.com

DBA should be budgeted at a rate of 2% of employee salary. Employee salary does not include per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

(b) AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007):

(a) The Subcontractor 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. Cardno 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 Subcontractor 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 Cardno.

(ii) USAID 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) Subcontractor must insert a clause similar to this clause in all lower-tier subcontracts.

H.9 AIDAR 752.7013 Contractor-Mission Relationships (M/OAA-DEV-AIDAR-18-04c)

(a) The Subcontractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Subcontractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) If the Subcontractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Subcontractor must consult with Cardno and the employee involved and must recommend to Cardno a course of action with regard to such employee.

(c) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Subcontract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to Cardno.

(d) If it is determined that the services of such employee must be terminated, the Subcontractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

H.10 FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities:

(a) Definitions. As used in this clause –

Covered article means any hardware, software, or service that –

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means –

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Subcontractor is prohibited from—

- (1) Providing any covered article that Cardno or the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the Subcontract.

(c) Reporting requirement.

- (1) In the event the Subcontractor identifies a covered article provided to Cardno or the Government during Subcontract performance, or the Subcontractor is notified of such by a subcontractor at any tier or any other source, the Subcontractor shall report, in writing, to Cardno.
- (2) The Subcontractor shall report the following information pursuant to paragraph (c)(1) of this clause:
 - (i) Within 1 business day from the date of such identification or notification: The Subcontract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Subcontractor shall insert the substance of this clause, including this paragraph (d), in all lower-tier subcontracts, if any, including subcontracts for the acquisition of commercial items.

Contract Clauses Incorporated by Reference

The subcontract will incorporate the following listed clauses by reference with the same force and effect as if they were given in full text. Upon request, the Cardno Contract Administrator will make their full text available. Where the term “Contractor is used, insert in lieu thereof the term “Subcontractor,” and where the term “Government” is used, insert in lieu thereof “Cardno.” Reference to the Head of Agency, Head of Contracting Activity or Secretary shall mean Cardno. All such substitutions of terms shall apply except where the context requires otherwise.

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 SEP 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
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCT 2010
52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)
52.204-1 APPROVAL OF CONTRACT DEC 1989
52.204-12 UNIQUE IDENTIFIER MAINTENANCE OCT 2016
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT DEC 2010
52.215-2 AUDIT AND RECORDS—NEGOTIATION, OCT 2010 ALTERNATE II APR 1998
52.215-14 INTEGRITY OF UNIT PRICES OCT 2010
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997
52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT DEC 2007
52.227-14 RIGHTS IN DATA--GENERAL DEC 2007
52.228-3 WORKERS COMPENSATION INSURANCE APR 1984
52.232-17 INTEREST OCT 2010
52.233-3 PROTEST AFTER AWARD AUG 1996
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013
52.242-13 BANKRUPTCY JUL 1995
52.243-1 CHANGES--FIXED PRICE AUG 1987 ALTERNATE II APR 1984
52.243-7 NOTIFICATION OF CHANGES APR 1984
52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996
52.246-4 INSPECTION OF SERVICES—FIXED PRICE AUG 1996
52.246-25 LIMITATION OF LIABILITY--SERVICES FEB 1997

AIDAR 48 CFR Chapter 7

752.202-1 DEFINITIONS JAN 1990
752.209-71 ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD JUN 1993
752.222-71 NONDISCRIMINATION JUN 2012
752.225-70 SOURCE AND NATIONALITY REQUIREMENTS FEB 2012
752.227-14 RIGHTS IN DATA – GENERAL OCT 2007
752.228-3 WORKER'S COMPENSATION INSURANCE DEC 1991
752.228-70 MEDICAL EVALUATION (MEDEVAC) SERVICES JUL 2007

752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES MAR 2015
752.245-70 GOVERNMENT PROPERTY USAID REPORTING REQUIREMENTS
JUL 1997
752.7013 CONTRACTOR-MISSION RELATIONSHIPS OCT 1989
752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION
REQUIREMENTS JAN 1990
752.7034 ACKNOWLEDGEMENT AND DISCLAIMER DEC 1991
752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES JUNE 2008
752.7037 CHILD SAFEGUARDING STANDARDS AUG 2016

Annex 3

TECHNICAL PROPOSAL FORM (Cover letter)

RFP Title and Number	RFP-2018-13 Assist the Ministry of Finance and Securities Commission in Drafting the Bylaws Implementing the Alternative Investment Funds Law
Full legal name of Offeror (business name):	
Acronym (where applicable):	
VAT registration number (where applicable):	
Taxpayer Identification Number & DUNS	
Date of registration:	
Legal status of the organization	
Official address:	
Postal address:	
Contact person:	
Telephone number:	
Fax number:	
E-mail address:	
Website:	
Total revenue for 2017 financial year	
Total revenue for 2018 financial year	

Head of organization:

Date _____ Signature _____

1. Executive Summary

Provide a brief description of the scope of services to be provided by the Offeror (including the title, duration, and the total budget).

2. Technical Proposal

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan

Part 2: Management, Personnel, and Staffing Plan

Part 3: Corporate Capabilities, Experience, and Past Performance

3. Cost Proposal

A. Cost Summary

All cost price proposals must be presented in USD. All prices should be net of VAT.

Assist the Ministry of Finance and Securities Commission in Drafting the Bylaws Implementing the Alternative Investment Funds Law			
Deliverables	Items	Costs	Justification
Deliverables 1			
<i>Subtotal 1</i>			
Deliverables 2			
<i>Subtotal 2</i>			
Deliverables 3			
<i>Subtotal 3</i>			
Deliverables 4			
<i>Subtotal 4</i>			

Deliverables 5			
<i>Subtotal 5</i>			
Deliverables 6			
<i>Subtotal 6</i>			
Deliverables 7			
<i>Subtotal 7</i>			
Deliverables 8			
<i>Subtotal 8</i>			
Deliverables 9			
<i>Subtotal 9</i>			
Total			

B. Detailed Budget

C. Budget Narrative