

Issuance Date: April 28, 2021
Bidder's Conference: May 13, 2021
Proposal Deadline: May 28, 2021 by 4 p.m. CET

**Cardno Emerging
Markets USA Ltd.**

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

Request for Proposals
USAID CFG RFP-2021-01

For the Provision to
Implementation of a Business Survey in Serbia

Project:
Cooperation for Growth 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 Cooperation for Growth 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 for *Implementation of a Business Survey in Serbia*

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's Cooperation for Growth Project (Cardno/USAID CFG) is soliciting proposals from qualified offerors to provide the services as 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 as per Section 2.1.

Subcontract Award: Cardno/USAID CFG intends to award one Firm Fixed Price subcontract up to \$25,000 in USD (US Dollars), payable in RSD (Serbian dinars) with an estimated period of 5 months period. The anticipated period of performance of the subcontract is expected to start from on or about June 10, 2021. All tasks should be completed no later than 5 months after the award of the subcontract. Under a Firm Fixed Price subcontract all payments will be a fixed-sum, payable upon completion of deliverables. Deliverables and payment amount and dates will be defined in detail during negotiations to enter into a subcontract.

Cardno/USAID CFG will select the proposal 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. Cardno/USAID CFG reserves the right to make multiple awards to subcontract the work.

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 May 28, 2021 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 at the bidder's conference. Cardno/USAID CFG will organize bidders' conference on Thursday, May 13, 2021 where questions and clarifications will be discussed and answered.

All bidders will be timely informed of the venue of this meeting.

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 three 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 both CFGs objectives - Business Environment and Access To Finance, by providing information and insight about businesses' opinions on various issues relating to business environment, access to finance, public finance and macroeconomics, etc.

The RFP seeks services to implement USAID CFG's annual survey of businesses in Serbia. The purpose of this RFP is to solicit proposals to conduct USAID CFG's annual survey of businesses in Serbia. This will be the second annual survey conducted for USAID CFG Project.

1.2.1. Background

The prior policy reform project, the USAID Business Enabling Project (BEP), focused on promoting national reforms, with the weight of input coming from larger businesses and foreign investors. It worked with many national NGOs and Government of Serbia counterparts

on complex regulatory reforms, like construction permitting, inspections and labor reforms. USAID CFG focuses on micro, small and medium companies and entrepreneurs, further improving regulatory framework and financing opportunities for MSMEs, facilitating dialogue and cooperation among businesses and between businesses and the government, and fostering implementation of legislative reforms. It aims at ensuring that reforms are felt, used and appreciated by the majority for Serbian business community – MSMEs, decrease administrative burdens, increase the trust and entrepreneurial spirit.

In period 2011 – 2017, USAID Business Enabling Project conducted annual survey of 1000 Serbian businesses. This survey reports can be found at: <https://saradnja.rs/bep/> Annual survey of 1000 Serbian businesses, conducted by CFG project in 2020 and can be found at: <https://saradnja.rs/>

The survey was carried out through face-to-face in-depth interviews with owners and managers of business entities throughout Serbia in three general sectors: production, trade, other services.

Please note that the questionnaire for USAID CFG Survey 2021 will be developed and will constitute a separate deliverable under subcontract concluded based on this RFP.

1.2.2. Objectives and Purpose

The objective of the procurement is to provide an accurate and detailed picture of Serbian businesses' attitudes toward overall business environment, regulatory environment and SMEs access to finance. Additionally, this business survey should present the follow up on the "Covid 19" crisis impact on private sector in Serbia.

The purpose of this procurement is to obtain a face-to-face survey of approximately 1,000 Serbian businesses and gather and develop data and a report on the survey's results.

1.2.3. Activity Description

The project will provide research on Serbian businesses' attitudes and opinions about business regulation and access to finance. The Project consists of the following elements:

- Determining appropriate sample of businesses; including size, representativeness, and other demographic characteristics;
- Developing a questionnaire in close cooperation with the USAID CFG team; The questionnaire will have to be partially comparable with previous USAID BEP 2011-2017 Surveys and significantly comparable with USAID CFG 2020 survey. Part of questionnaire should be "Covid 19" impact related.
- Finalizing the questionnaire, preparing instructions and trainings for surveyors and surveyed businesses, and conducting the training;
- Conducting survey and overseeing surveyors;
- Validating and analysing collected data;
- Compiling results and reporting on all survey findings;
- Providing follow-up analysis.

1.3. Scope of Work

1.3.1. Tasks

The subcontractor will conduct face to face interviews of approximately 1,000 businesses in Serbia in order to identify the problems, expectations for the future, and priorities of the business sector and to capture and measure impact of business enabling reforms to SMEs. The survey will provide credible insight on business environment and SMEs financing issues and provides reliable information and data about the business environment that is not otherwise readily available. The survey will need to be objective, precise, concise, logical, and replicable. Subcontractor will try to do as many face-to-face interviews as possible. The questionnaire will be programmed for face-to-face interviews. Interviewers will access the questionnaire via their devices (tablets), regardless of the manner of communication with the respondents (face to face, telephone, other applications).

The survey sample and questionnaire will need to be designed to produce results that are partially comparable to the 2011-2017 USAID BEP surveys, and significantly comparable with USAID CFG 2020 survey, enabling the subcontractor and USAID CFG to identify and analyze trends in business opinions and experiences over the years. The Survey will also provide input to monitor progress that USAID CFG makes in pursuing reforms. The Survey will inform USAID CFG, the Government of Serbia, and other interested parties of business environment reforms, successes and remaining challenges.

The subcontractor will be responsible to obtain a sample of companies that is representative on country level (by both number and structure) of businesses in Serbia and allows comparison with survey data from 2011-2020. In previous years of conducting this survey, the sample frame has been developed by examination of the list of all business entities with three or more employees registered at Serbian Business Register. Subcontractors could also consider using the Republic Statistics Office's breakdown of business entities in Serbia. Stratification should be done according to economic activity, region, size (defined by number of employees), and type of business.

The survey questions will be developed by subcontract's team and USAID CFG team. USAID CFG team will work closely with the subcontractor on development and all improvements, replacements, or additions to survey questions and will approve the final questionnaire.

The subcontractor will recruit, train, and monitor a group of surveyors that are qualified and motivated to carry out a rigorous survey. USAID CFG will assist the subcontractor in developing the written guidance for surveyors, and the trainings too.

The subcontractor will conduct pilot interviews to test the survey and survey methodology. The results of the pilot interviews will be discussed with USAID CFG, with means to improve the survey and methodology to obtain the desired accurate data.

The subcontractor will conduct face-to-face in-depth interviews with owners and managers of business entities. The subcontractor will also conduct other field work, data processing and analysis, using appropriate software and other tools to assure accurate data collection, data entry, and reporting. The subcontractor will provide appropriate controls on the field work and data management, including telephone and field controls, and will provide USAID CFG with a written report on the controls and results of the controls.

Regarding special health and safety measures, caused by Covid 19 the Subcontractor will provide and maintain safe working environment, including arrangements for the welfare of employees while at work. It is the duty of all employees to take reasonable care for the health and safety of themselves and of others who may be affected by their acts or omissions at

work. In order to do so Subcontractor will provide them with protective masks and firm instructions that will ensure the safety of all. Safety instructions will be stated in Appendix to the Contract.

The subcontractor will provide USAID CFG with a report of the complete survey results, including appropriate graphics, segmented by region, business size, business type and gender. The Report, Questionnaire, and Database (Excel, SPSS) will be completed in English and Serbian. The final report of the survey that will be published shall be prepared by USAID CFG, using the inputs provided by the subcontractor. The subcontractor will provide further results and analysis at the request of USAID CFG, including correlations and segmented results. The subcontractor will also participate in an event to publicize the survey results, and media outreach and other dissemination of the survey results.

The Offeror is required to consult and cooperate with USAID CFG's Chief of Party, Deputy Chief of Party, MEL Specialist, and other staff in developing, conducting and reporting on the survey.

1.3.2. Staffing

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

- Project Director. Senior executive in offeror's business, with over 10 years' experience in research.
- Project Manager. Experienced manager of research programs, with over five years' experience in managing surveys.
- Sampling Expert. Expert with over five years of experience in statistics and sample designing.
- Data entry and processing manager. Expert with three to five years of experience in data entering and processing.
- Face-to-face data collection manager. Manager with three to five years of experience in coordinating face-to-face data collection.
- Focus group moderator. Expert with over 3 years' experience in moderation and preparation of focus group discussions and interviews.
- Recruitment manager. Expert with over 3 years' experience in coordination of recruitment of participants in focus group discussions and in-depth interviews.

The Offeror is required to propose the staffing plan or to describe the recruiting plan in the Proposal. The entire staff should be fluent in Serbian and English.

The Offeror will provide the costs for the equipment and software necessary to provide all listed deliverables.

1.3.3. 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. Survey questionnaire;
2. Instructions, and training for surveyors;
3. Presentation of the pilot findings;
4. Full Survey Database (Excel and SPSS)

5. Full Survey findings in tabular (Excel and SPSS) and graphic presentation, historically compared to 2011- 2020 results, where applicable;
6. Power point presentation with graphs, main findings, correlations and comparisons;
7. Follow-up analyses per USAID CFG's requests until the end of the contract

All written deliverables must be submitted in English and Serbian.

1.3.4. Deliverables Schedule

The Subcontractor shall submit the deliverables for payment described above:

Deliverable No.	Deliverable Name	Delivery Instructions
1.	Survey Questionnaire and Instructions/Trainings for Surveyors	MS Word document / PowerPoint English and Serbian language
2.	Presentation of pilot findings	PowerPoint or MS Word document or Excel English and Serbian language
3.	Full Survey Database (Excel and SPSS)	Excel / SPSS English and Serbian language
4.	Full Survey analysis, findings report and presentation: tabular, graphic, text – historically compared to 2011- 2020 results, where applicable, and with correlations and comparisons; PowerPoint presentation of findings Database of all raw and analytical data in SPSS and user-friendly Excel form.	Analysis in: Excel/ SPSS MS Word document; PowerPoint presentation Analyses in Word and Excel documents Database in SPSS and Excel English and Serbian language
5.	Follow-up analyses per USAID CFG's requests;	Analyses and presentation in Word, Excel, Power Point English and Serbian language

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 **May 28, 2021 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 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.

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 similar 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 offeror's 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.

In addition, Offerors should suggest a Level of Effort (LoE) table presenting the level of effort of the key experts/personnel proposed.

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.

Templates for the LoE table and Responsibility Determination are included in the RFP tender dossier.

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	25
Management, Personnel and Staffing Plan	30
Organizational Capabilities, Experience, and Past Performance	25
Cost Proposal	20
Total Possible Points	100

1. Technical Approach (25 points):

- **Problem Statement – 10 points**

Demonstrated understanding of the issues and challenges that the survey will provide insight on, such as the business environment, macroeconomic environment, and access to finance for businesses. Demonstrated understanding of the challenges involved in developing and implementing a survey of 1,000 Serbian businesses.

- **Approach and Methodology – 15 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. Will the Offeror complete the work in a logical and realistic manner that will meet the goal of the subcontract? Is the proposed approach and methodology suitable for this kind of in person survey and likely to achieve the production of required deliverables?

2. Management, Personnel, and Staffing Plan (30 points)

- **Personnel Qualifications – 20 points**

The proposed team members' qualifications and relevant experience to carry out the Scope of Work. Does the proposed team have the skills and experience necessary to successfully undertake the activities?

- **Management and Staffing Plan – 10 points**

The approach to management of the activities and staff. The appropriateness of the staff positions and responsibilities, and the plan to manage the personnel involved in the activities. How will the proposed team be utilized and managed to efficiently conduct the survey and analyze and report data.

3. Corporate Capabilities, Experience, and Past Performance (25 points)

Offeror's experience, capabilities and performance in undertaking similar activities. Does the organization have relevant past experience successfully implementing similar activities?

4. Cost proposal (20 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 the 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's Cooperation for Growth Project. 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's 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. Dragana Stanojevic, Chief of Party (dstanojevic@saradnja.rs).

All communication should be copied also to Tanja Stojkovic, Finance Senior Manager, at tstojkovic@saradnja.rs, and Jasmina Milenkovic, Administration and Subcontract Specialist, at jmilenkovic@saradnja.rs

Phone: +381 11 40 03 812, 40 03 819

5.3. Paying Office

Invoices should be submitted to:

Predstavništvo Cardno Emerging Markets USA Ltd./USAID's 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 subawards 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.

RFQ/RFP No. _____
Quote/Proposal No. _____
Date of Proposal/Quote _____
Name of Offer _____
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 Recipient 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 Offeror provides certifications and assurances for the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

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

889 Certification Compliance

As a U.S. Federal Government contractor, Cardno Emerging Markets USA, Ltd. (CARDNO) is subject to restrictions against the use of certain telecommunications and video surveillance services or equipment. These restrictions and related requirements for Federal contractors are described in detail at FAR 52.204-24 "Representation Regarding Certain Telecommunications

and Video Surveillance Services or Equipment” and 52.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.” The FAR implements Sections 889(a)(1)(A) and 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232).

As part of additional requirements effective in August 2020, Cardno is seeking representations from its offerors regarding their use of certain telecommunications and video surveillance services or equipment produced or provided by a number of Chinese companies. Accurate completion of the representation is required from subcontractors in order for Cardno to allow continued performance of the subcontracts.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment pursuant to FAR 52.204-24 (Aug 2020) and FAR 52.204-25 (Aug 2020)

(a) Definitions. As used in this provision—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or thirdparty audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Pursuant to the prohibition in paragraph (b)(1), Offeror is prohibited from providing to CARDNO any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraphs (b)(1)(i) and (b)(1)(ii) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(c) *Procedures.* Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* Subcontractor represents that –

It WILL WILL NOT provide covered telecommunications equipment or services to CARDNO in the performance of this Subcontract.

Subcontractor shall provide the additional disclosure information required at paragraph (e) if the Subcontractor responds “WILL” in this section; and

(e) *Disclosures.* If Subcontractor has responded “WILL” in the representation in paragraph (d) of this provision, Subcontractor shall provide the following information to CARDNO:

(1) For covered equipment –

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered

(include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision.

(f) *Reporting.*

(1) In the event Subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Subcontractor is notified of such by a subcontractor at any tier or by any other source, Subcontractor shall report the information in paragraph (f)(2) of this clause to CARDNO.

(2) Subcontractor shall report the following information:

(i) Within one business day from the date of such identification or notification:

- the contract number;
- supplier name;
- supplier unique entity identifier (if known);
- supplier Commercial and Government Entity (CAGE) code (if known);
- brand;
- model number (original equipment manufacturer 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 information in paragraph (f)(2)(i):

- any further available information about mitigation actions undertaken or recommended;
- in addition, the efforts Subcontractor undertook to prevent use or submission of covered telecommunications equipment or services; and
- any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(g) *Offeror* . Offeror agrees to promptly require representation and reporting, including paragraph (f) and this paragraph (g), from all its lower-tier subcontracts and other contractual instruments that will do performance under the referenced future agreement with CARDNO, including lower-tier subcontracts for the acquisition of commercial items.

Offeror

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 recipient. 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 recipient 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 subcontracts/subawards issued under any subcontract resulting from this RFP.

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 Serbia 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.

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-2021-01 Implementation of a Business Survey in Serbia
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 2018 financial year	
Total revenue for 2019 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.

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>			
Total			

B. Detailed Budget

C. Budget Narrative

D. Suggested Level of Effort Table

LEVEL OF EFFORT		
	Name	Total Person-Days
<u>Key Personnel</u>		
<i>Subtotal Key Personnel staff</i>		
<u>Other staff</u>		
<i>Subtotal Other staff</i>		
<i>TOTAL LEVEL OF EFFORT</i>		