

Request for Proposal

Date of Issuance: January 23, 2018
Questions Due: February 2, 2018
Closing Date for Submission of Proposal: February 16, 2018, 4:00 PM EST
Subject: Tetra Tech ARD **Request for Proposal (RFP) No. 1854-010 under the CBRMT Program** entitled “*Responsible Artisanal Gold in South Kivu Province*”

Dear Sir/Madam,

You are kindly invited to submit a technical and financial proposal relating to **Tetra Tech ARD Request for Proposal No. 1854-010 under the Capacity Building for Responsible Minerals Trade (CBRMT) Program**. All related correspondence for this proposal should be sent to:

Jennifer.graham@tetrattech.com ; Catherine.Picard@tetrattech.com

GENERAL TERMS

This RFP is subject to the following terms and conditions:

- Tetra Tech ARD intends to issue a **Firm-Fixed-Price type contract** for this work. Payments will be based on satisfactory delivery of agreed upon products and deadlines.
- Costs incurred by respondents for the preparation of a proposal and the negotiation of contract are not reimbursable.
- Anticipated award amount is \$75,000 USD (seventy-five thousand dollars)
- Tetra Tech ARD is not bound to accept any of the proposals submitted.
- Tetra Tech reserves the right to accept an offeror’s proposal without further discussion.
- Tetra Tech ARD will only evaluate proposals from licensed, qualified firms to execute and implement the work under this project.
- The bidder must not be currently excluded, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal government agency of the United States.
- The bidder agrees that USAID is not a party to this RFP and therefore will not contact or request information about this tender from USAID.
- All proposals should be presented in English and all costs in US Dollars.
- The Offerors must be able to complete all the items stated in the Statement of Work.
- The invitation, evaluation, selection, and award process, in all its stages, is private and made pursuant Tetra Tech ARD policies and procedures, as well as the regulations governing the use of funds from USAID.
- If Tetra Tech ARD considers that there is a need to amend any of the terms and conditions of the RFP, such modification shall be made through addendums, which

will be sent electronically to each of the bidders. The Bidder accepts that by merely sending the notification to the email address indicated by the bidder, is sufficient acknowledge receipt by the bidder.

- In case of ambiguities, discrepancies and inconsistencies in the proposals, Tetra Tech ARD reserves the right to make its own interpretation. Further, Tetra Tech ARD reserves the right to request clarification or additional information that it considers relevant for analyzing the proposal.
- It is anticipated that an award will be made based on the proposal originally submitted by the selected bidder. However, Tetra Tech ARD reserves the right to conduct necessary negotiations with the selected bidder(s) and/or request clarifications before the final award.
- Certifications included in Appendix C should be signed and submitted with the proposal.
- The selected bidder will be required, as a prerequisite for signing the subcontract, to obtain a DUNS number (Dun & Bradstreet D-U-N-S® Number). A DUNS number can be obtained at: <https://www.sba.gov/content/register-government-contracting>). The DUNS number is required for companies doing business with USAID funded projects. If needed, CBRMT may provide guidelines the selected bidder on how to obtain it.
- **Confidentiality:** The Subcontractor shall have a duty to protect confidential and/or sensitive information provided after the award/during the execution of the subcontract. Confidential and/or sensitive information can be described as and include: Technical and business information marked as confidential and/or sensitive at the time of disclosure relating to Tetra Tech ARD’s proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “confidential or sensitive” at the time of disclosure.

Proposal Instructions

The Offeror shall submit its best price offer/proposal in accordance with the Scope of Work (SOW) and shall contain the following:

1. **Proposal Cover Letter:** Signed by a person authorized to sign on behalf of the Offeror;
2. **Technical Proposal:** Offers must reply to the four sections described in Appendix D, *Technical Proposal Format*.
3. **Budget:** Offerors must use the budget template in Attachment B. The Offeror’s proposed financial proposal must represent its best effort in response to the solicitation. Each major cost item should be detailed, i.e. labor, travel and transportation (if applicable), other direct costs, etc. Costs must be reasonable. **Please note that under USAID-funded awards no contingency costs are allowed.** All expected **reasonable** costs should be then detailed.
4. **Budget narrative:** Offerors must provide an explanation and justification for all costs proposed. A narrative must describe the basis on which the costs were derived as well as an explanation for whom, why, where, when, etc. Supporting information must be

provided in sufficient detail to allow a complete analysis of the Offeror's cost/price (this may include but is not limited to signed contracts, grants, consulting agreements etc. to justify proposed costs). Tetra Tech ARD reserves the right to request additional supporting documentation to support proposed daily rates, and other costs.

Submittal requirements:

- Proposals shall be submitted via e-mail, in PDF with accompanying Excel file.
- The Subject line of the email should read: **“Response to RFP No. 1854-010, Responsible Artisanal Gold in South Kivu Province”**

Respondents shall receive an email acknowledging that their Proposal has been received upon its submission.

Appendix A: Statement of Work

1. Description
2. Background
3. Key Roles of Implementing Partner
4. Deliverables

Appendix B: Budget Template

Appendix C: Required Certifications

Appendix D: Technical Proposal Format

Appendix E: Evaluation Criteria

Appendix F: Team Composition, Task Assignment and Level of Effort

Appendix (A)
Statement of Work
Responsible Artisanal Gold in South Kivu Province

1. Description:

On July 1, 2014, USAID/DRC awarded Tetra Tech the Capacity Building for Responsible Minerals Trade (CBRMT). The CBRMT project goal is to strengthen the capacity of the DRC and regional institutions to transparently regulate and control a critical mass of the trade in strategic minerals in eastern DRC in order to transform the region's mineral wealth into economic growth and development.

CBRMT is designed to reinforce and scale up traceability and due diligence systems for tin, tantalum, tungsten (the 3Ts) and gold. This includes supporting efforts by multiple actors to legalize and formalize artisanal mining, improve traceability and certification systems, and perform due diligence that is compliant with the International Conference of Great Lakes Region (ICGLR) Regional Certification Mechanism and OECD Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

CBRMT's technical approach is premised on supporting legal and policy reforms to enhance regional harmonization and a conflict-free artisanal minerals trade, building the groundwork for secure land and mineral resource rights, scaling of existing and alternative schemes for traceability and certification for tin, tantalum and tungsten (3Ts) and gold, and building the capacity of stakeholders throughout the 3T and gold supply chain to understand, implement and benefit from a responsible minerals trade. Specific overtures and actions are taken to differentiate the roles, benefits, impacts, and risks attributed to men, women, and youth in the ASM sector. The project will also strengthen private sector confidence in the region's minerals trade and build greater linkages between large-scale and artisanal mining to strengthen future private sector investments in legal, transparent, and conflict-free mineral supply chains. Our approach includes campaigns, training, and technical assistance activities to improve the awareness and capacity of stakeholders to support and implement due diligence, traceability, and certification systems.

The Subcontractor will support the CBRMT program by successfully identifying and detailing site conditions for promising artisanal gold mine sites, for which developing a future chain of custody and due diligence system may be possible under international guidelines. The Subcontractor will work in the Eastern DRC province of South Kivu and along transit routes from the mine site to point of export from the DRC.

Proposals should clearly explain their approach to each of three key tasks outlined below, including where in South Kivu province they propose to do their research. The proposed approach should also identify staffing, timing and the anticipated security conditions at mine sites in the research area and along potential transit routes, as well as the rationale for site selection. Opportunities to enhance local capacities to monitor gold supply chains should also be identified and described.

Activities will be conducted over a maximum of a 6 month period between March 2018 and August 2018 as described in the Statement of Work.

Proposals must be received no later than **4:00PM ET, February 16, 2018**

2. **Background:**

According to the United Nations Group of Experts, at least 97 percent of the Democratic Republic of the Congo's (DRC) current artisanal gold production is illegal and untaxed at export. Unlike the tin, tungsten and tantalum mineral sub-sector, which has become somewhat regulated, there are very limited operational gold traceability, due diligence and/or certification systems in the DRC. As a consequence, artisanal gold has become a significant source of revenue for criminal networks, armed groups and militias. The absence of a legal and well-regulated artisanal gold sector results in the loss of millions of dollars of tax revenue annually for the DRC government, while also contributing to regional instability. For those who mine and trade in artisanal gold there are little-to-no incentives to act in a legal manner due to unfavorable tax structures, no proven traceability systems for gold in country, limited capacity to conduct monitoring oversight and due diligence, and a limited number of buyers willing to legally purchase and export artisanal gold from the DRC. The success of the responsible gold trade hinges on downstream acceptance for gold from the DRC. In order to partner with these companies, supply chain sourcing projects must work to overcome the reputation of artisanal gold from the DRC and demonstrate that a credible, legal artisanal gold supply chain is possible that meets international standards and guidance.

CBRMT proposes to contract the services of an organization that has experience on the artisanal gold trade in South Kivu Province. South Kivu has a number of artisanal gold sites which may be suitable for future responsible gold sourcing projects. The area around Walungu in South Kivu offers a number of sites, both qualified and non-qualified, that could potentially make good sourcing locations. The researcher will consider exploring sites near Kabarea, Kalehe, Butuzuzi, Chondo and Nkambye, which could serve as pilot sites areas. Other areas in Shabunda and Fizi (Uvira) could also be considered.

Key Tasks of the Offeror

A. Develop a site assessment methodology which specifies:

1. The types of information to be collected;
2. The methods (including the tools, systems and criteria) to be used during the site assessment phase (Task B) to collect this data; and
3. A proposed methodology for ranking sites.

The assessment methodology should, *at a minimum*, clarify the methods and types of data to be collected relative to the following topics:

- a) *Site conditions and risks, against the OECD Due Diligence Guidelines risks*, as described in the Annex II of the Due Diligence Guidance.
- b) *Risk Assessment of Site Safety, Security and Accessibility*. This applies to the sites as well as trade routes to and from the site to the point of (current) export.
- c) *Production*. Existing mining methods and current and potential production capacity to support a sustainable business model at the pilot area.
- d) *Supply Chain Stakeholder Identification*: key stakeholders currently active in the supply including commercial, and official actors.
- e) *Local stakeholder capacity and willingness* to engage in credible legalization processes. This includes methods to determine status and legality of local cooperatives, as well their existing capacity. In addition, methods and criteria to identify civil society organizations who may be able to act as partners in provincial-level monitoring committees should be specified.

- f) *Legality and Tenure Clarity.* The offeror will clarify what methods will be used to clarify and verify the existing tenure of a site, including: qualification/validation status, the current titleholder, existing title type, site boundaries and (when applicable), the presence of customary authorities and agreements (formal or informal) with other stakeholders for access to minerals. Methods should take into consideration the often opaque tenurial arrangements that exist between customary and statutory authorities and methods for clarifying such cases.

The offeror is also encouraged to propose additional data types, which may not be specified above.

B. Conduct Site Assessment

Based on the approved methodology, the offeror will conduct site assessments which will result in a ranking, using both qualitative and quantitative criteria, of a minimum of 10 mine sites in South Kivu from which responsible sourcing could be considered (validated and non-validated sites may be considered). Conditions to be described to support the ranking should include, but are not limited to:

- a) Mine site location, accessibility and current legal status;
- b) Estimated number of miners on site as well as presence of Ministry of Mine state services;
- c) Estimated number of mining pits (active and inactive)
- d) Existing minerals produced and estimated production statistics for gold;
- e) Mapping of current supply chain partners including traders, exporters and civil society engagement on site;
- f) Current trade routes and trading patterns;
- g) Tenure status including role of statutory and customary authorities;
- h) Security conditions on site;
- i) Current governance structure and capacity of mining cooperative(s) operating on site;
- j) Taxes and fees collected (legal and illegal) on site.

C. Site Assessment Report (with Map)

3. Phases and Deliverables

The total level of effort anticipated for this assignment is six (6) months. It is estimated the site assessment methodology will take one (1) month, followed by four (4) months of research. Drafting and consultation with CBRMT staff is expected to take one (1) additional month, with the final Site Assessment Report due at the end of Month 6

Mine Sites and Supply Chain Assessment - Months 1-6
Activities
<ul style="list-style-type: none"> • Site Assessment Methodology
<ul style="list-style-type: none"> • Site Assessment
<ul style="list-style-type: none"> • Draft Stakeholder Assessment Report
<ul style="list-style-type: none"> • Consultation Meeting to Discuss Draft Stakeholder Assessment Report
Deliverables
<ul style="list-style-type: none"> • Site Assessment Methodology
<ul style="list-style-type: none"> • Draft Site Assessment Report
<ul style="list-style-type: none"> • Final Site Assessment Report and Map

Deliverable Descriptions:

Site Assessment Methodology Report (Month 1)

The methodology report will specify the types of information to be collected, and the methods (including the tools, systems and criteria) to be employed during the site assessment phase. The assessment methodology should, at a minimum, clarify the methods and types of data to be collected relative to: *Site conditions and risks against the OECD Due Diligence Guidance; Risk Assessment of Site Safety, Security and Accessibility; Production, Local stakeholder capacity and willingness; Supply Chain Stakeholder Identification and Legality and Tenure.*

Draft Site Assessment Report (Month 5): The Site Assessment Report (Max 20 pages) will report site level observation and site ranking, such as estimated production levels, number of mining pits, number of miners, security conditions, risks, and mechanization and equipment. The report should also assess tenure and property rights in the area surrounding the pilot site, including customary property rights in the area. All research that has been conducted in the activities listed above will be included in this report. This should include maps, data, and names of people contacted during the research.

Final Site Assessment Report (Month 6) incorporating feedback from consultation with CBRMT and possibly other selected experts and stakeholders.

Appendix (B)
 Budget
 Also include as an Excel Spreadsheet

BUDGET				
DIRECT LABOR				
Position	Name	Rate	Days (Basis)	Total
				-
				-
				-
				-
Total Direct Labor				-
TRAVEL, TRANSPORTATION and PER DIEM				
Description	Rate	Units (Basis)	Total	
				-
				-
				-
				-
Total Travel, Transportation & Per Diem				-
OTHER DIRECT COSTS				
Description	Rate	Units (Basis)	Total	
				-
				-
				-
				-
Total Other Direct Costs				-
				-
TOTAL COSTS				\$ -

Appendix (C)
Certifications

1. CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

FAR Reference 52.209-5.

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (APR 2010)

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

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

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (D) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer

seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to Tetra Tech if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered

an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

2. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

22 CFR Part 140, Prohibition on Assistance to Drug Traffickers.

Note: This certification shall be filled by any key person proposed in the project.

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
3. A false certification from a key person involved in the project, shall result in the termination of his/her contract with the operator.

3. CERTIFICATION REGARDING TERRORIST FINANCING

Implementation of Executive Order 13224

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

- (a) The Recipient, 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 (c).
- (b) The following steps may enable the Recipient to comply with its obligations under paragraph (a)
 - (1) Before providing any material support or resources to an individual or entity, the Recipient 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://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

- (2) Before providing any material support or resources to an individual or entity, the Recipient 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 Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- (3) Before providing any material support or resources to an individual or entity, the Recipient 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.
- (4) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(c) For purposes of this Certification-

- (1) "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."
- (2) "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.
- (3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- (4) 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 Recipient 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.

- (5) The Recipient's obligations under paragraph (a) are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient 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 the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term."

4. ANTI-KICKBACK PROCEDURES

FAR Reference 52.203-7.

As prescribed in 3.502-3, insert the following clause:

Anti-Kickback Procedures (OCT 2010)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
- (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
 - (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may
 - (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
 - (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

5. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

FAR Reference 52.203-11.

As prescribed in 3.808(a), insert the following provision:

**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
(SEPT 2007)**

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Appendix (D)
Technical Proposal Format

The Offeror shall submit its best price offer/proposal in accordance with the Terms of Reference and shall contain the following:

- Section 1: Consultants' Organization
- Section 2: Consultants' Experience
- Section 3: Comments on the Terms of Reference
- Section 4: Description of Approach, Methodology and Work Plan
- Annex 1: Team Composition, Task Assignments & Level of Effort (LOE)
- Annex 2: CV of Proposed Key Personnel
- Annex 3: Signed Certification (Page 16 of RFP)

Technical Proposal Requirements:

It is requested that Offerors organize their Technical and Financial Proposals as noted below. This request is made to facilitate Tetra Tech ARD's review of the submitted material thus enabling a rapid decision and contracting process.

The technical proposal must be written in English. There should be a **maximum of 5** type-written pages for Section Four. There should be a **maximum of 4 pages** for Company Information (Section 1) and Relevant Past Performance (Section 2). (Desired Format - Type: Times New Roman, Font Size 11, Margins: 1" all around)

The technical proposal shall address the subjects outlined below:

Section 1. Consultants' Organization

- Provide the name, address and license of your firm.
- Provide the contact information for your primary contact for the RFP.
- Please describe your firm's management structure, list all owners.
- Describe the background and organization of your consulting firm/organization.
- Identify the Key Personnel that would be working on this project assuming an award. Please include a brief statement about their capabilities and experience. CVs and USAID Biodata 1420 should be provided as possible.
- If you are partnering with other firms or institutions, provide the above information for each partner and the percentage of the work that they will be performing.

Section 2. Consultants' Experience

Using the format below, provide information on up to 3 previous consulting assignments similar to the assignment subject of this solicitation for which your consulting firm/organization and the sub consultants for this assignment were engaged either individually as distinct corporate entities or

jointly as members of an association or consortium of corporate entities. Please use one box for each assignment.

CONTRACTOR PERFORMANCE REPORT—SHORT FORM	
PART I. Contract Information (to be Completed by Offeror)	
1. Name of Contracting Entity:	2. Contract No.:
Insert name of Funding Organization or Client	3. Contract Type:
	4. Contract Value (TEC):
<p>5. Description of Work/Services: country – contract title, beginning month, day, and year–end month, day, and year</p> <p>Primary Location(s) of Work:</p> <p>Relevance to CBRMT:</p> <p>Please specifically describe how this project is relevant.</p> <p>Scope of work or complexity/diversity of tasks:</p> <p>Please include a detailed narrative description of the context of the project and specific project objectives.</p> <p>Skills/expertise required:</p> <p>Type a detailed description of the actual services provided by your firm under the contract, and be sure to include the name of the prime contractor (if you were a sub).</p> <p>Outputs/Results:</p> <p>Please describe results or achievements.</p>	

Section 3. Comments on the Terms of Reference

Present and justify any modifications to the Terms of Reference your consulting firm/organization would like to propose, if there are any, to perform the assignment better and more effectively (e.g. deleting some activity that you find unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and incorporated in your Proposal.

Section 4. Description of Approach, Methodology, and Work Plan

The Technical approach, methodology, monitoring and evaluation, and work plan are key components of the Technical Proposal. It is suggested that this section be divided into the following three sub sections:

- a) Technical Approach and Methodology

The offeror should describe their approach to implementing the tasks, roles, and deliverables outlined in the Statement of Work. This should include a detailed description of the proposed location where the pilot site activities could occur.

- b) Work Plan (including Gantt Chart)

The offerer should develop a Gantt Chart, displaying timing of activity implementation and deliverable completion.

c) Organization and Staffing Plan

The offerer should complete the table in Appendix F and include it in this section. Additional information about management of staff, team leadership, and management approach should also be included here.

Appendix (E)
Evaluation Criteria

All proposals received in response to this RFP will be evaluated and scored on Cost and Technical factors. The Subcontract shall be awarded to the firm which has the highest total proposal evaluation score based on a combination of the following categories.

1. Criteria

a. Technical Approach, Methodology, and Work Plan

1. Tetra Tech ARD/CBRMT will consider the reasonableness of the technical approach as compared to the work plan.

b. Cost and Financial Capacity:

1. **Cost:** Tetra Tech ARD/CBRMT will consider the total cost of the project for reasonableness as compared to the deliverables and scope of work and the bids received from other Offerors.
2. **Cost Feasibility:** Tetra Tech ARD/CBRMT will evaluate the proposals to determine whether the bids are feasible to complete the work in accordance with the required specifications and standards. Cost proposals determined not to be feasible may be considered non-responsive.
3. **Financial Capability:** In evaluating the Offeror's financial capability Tetra Tech ARD/CBRMT will consider whether the Offeror has the financial capacity to meet the requirements of the project to completion. The Offeror's experience completing projects of a similar total dollar value as a prime contractor shall be considered in the financial evaluation.

c. Relevant Experience, Demonstrated Capacity to Successfully Work in the Democratic Republic of Congo.

1. **Relevant Experience:** The proposals will be judged based on relevant experience working on ASM research programs.
2. **Demonstrated Capacity to successfully work in Eastern DR Congo Provinces:** The proposals will be evaluated for current and previous presence and experience of both the Offeror and major lower tier subcontractors in the DRC.

d. Staffing Plan

1. **Personnel and Staffing:** The proposals will be evaluated for the suitability and capacity of the proposed technical and managerial teams.
2. **Organization Plan:** The proposals will be evaluated for their proposed approach to managing staff during the subcontract period.

2. Relative Importance of the Evaluation Factors

Tetra Tech ARD/CBRMT will evaluate the proposals on a best value basis. Tetra Tech ARD/CBRMT considers the Offeror's capability and other factors to be more important than the price offered. However, Tetra Tech ARD/CBRMT will not select an Offer for award on the basis of superior capability without consideration of the amount of its price and other cost factors.

3. The evaluation criteria are weighted as follows:

Relevant Experience of Consultant Organization	30%
Technical Approach, Methodology, and Work Plan	30%
Cost and Financial Capacity	20%
Organization and Staffing Plan	20%

Appendix (F)
Team Composition, Task Assignments & Level of Effort (LOE)

List below the staff you plan to use on the subcontract. Offerors are reminded that they cannot assign the work to lower tier subcontractors without Tetra Tech ARD/CBRMT approval.

Name of Staff & Firm associated with	Area of Expertise Relevant to Assignment	Project Title	Assigned Tasks or Deliverables	Location	Number of Days (LOE)

Note: Tetra Tech ARD/CBRMT reserves the right to disapprove the use of lower-tier subcontractors