

Evaluation Services IQC		
SECTION A –REQUEST FOR TASK ORDER PROPOSAL (RFTOP)		
Monitoring and Evaluation of the Timor-Leste MCC Threshold Program for Anti-Corruption		
1	RFTOP Number	486-10-015
2	Date RFTOP Issued	June 8, 2010
3	Issuing Office	Regional Office of Procurement, USAID, Regional Development Mission/Asia Bangkok, Thailand
4	Contracting Officer	Thomas M. Stephens, Regional Contracting Officer E-mail: tstephens@usaid.gov
5	Proposals to be Submitted to	Maria Rosario M. Arenas, Sr. Acquisition Specialist Email: marenas@usaid.gov Alternate: Kornpreeya Paoluglam, Acquisition Specialist Email: kpaoluglam@usaid.gov
6	Proposals Due	July 16, 2010
7	Payment Office	See Section G.4 Paying Office
8	RFTOP Point of Contact	Maria Rosario M. Arenas, Sr. Acquisition Specialist Email: marenas@usaid.gov Alternate: Kornpreeya Paoluglam, Acquisition Specialist Email: kpaoluglam@usaid.gov
9	Person Authorized to Sign RFTOP	Thomas M. Stephens, Regional Contracting Officer E-mail: tstephens@usaid.gov
10	Signature	
11	Date	

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this task order is to assist the Government of Timor Leste (RDTL) in monitoring the implementing of the six components of the Threshold Program for Anti-Corruption (TPA) from the RDTL’s Threshold Country Plan (TCP) as detailed in Section C, Statement of Work.

B.2 CONTRACT TYPE

This is a cost reimbursement, cost plus fixed fee, time and material type of Task Order. For the consideration set forth in the task order contract, the Contractor must provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 CEILING PRICE AND OBLIGATED AMOUNT

(a) For the contract period the total ceiling price for the performance of the work required hereunder is **TBD**

(b) Within the total ceiling price specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor is **TBD**. The Contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22). See Section I of this task order

B.4 BUDGET

The Total Estimated Cost of this task order is **TBD**.

Workday Ordered	TBD
Other Direct Costs	TBD

Total Ceiling Price	TBD
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The contractor will not be paid any sum in excess of the ceiling price or the obligated amount, whichever is less.

B.5 INDIRECT COSTS

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

Description	Rate	Base	Type	Period
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B.6 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL PERFORMANCE FOR INDIRECT COSTS

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.
2. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

Description	Ceiling
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Reimbursement for indirect costs shall be at final negotiated rates but not in excess of the ceiling rates established in USAID Contract _____.

B.7 PAYMENT

The paying office is

Office of Financial Management
USAID, Regional Development Mission/Asia
Athenee Tower, 25th Floor
63 Wireless Road
Bangkok 10330 Thailand

or

Office of of Financial Management
USAID, Regional Development
Mission / Asia
Box 47
APO AP 96546

-END OF SECTION B-

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

I. BACKGROUND

The Millenium Challenge Corporation (MCC) approved the Government of Timor Leste's (RDTL) Threshold Program for Anti-Corruption (TPA) under its Threshold Country Program (TCP) consisting of 6 project components aimed at reducing corruption and impunity, primarily through capacity building based on international best practices and the strengthening of Timor-Leste's young institutions critical to combating corruption.

The TPA focuses on prevention and education, as well as prosecution and sanctions, thus creating a comprehensive approach, vital for Timor-Leste to improve on the MCC Scorecard "Control of Corruption" indicators. Consequently, it directly targets the institutions and actors most in need of skills building and organizational strengthening in order to effectively combat corruption such as: the new Anti-Corruption Commission (ACC) and other agencies with investigation mandates like the Banking and Payments Authority (BPA) and the National Police (PNTL); the Office of the Prosecutor General (OPG); Internal and External Audit Institutions such as the Office of the Inspector General (IG), line ministry auditors and potentially the staff of a to-be-established High Administrative, Tax and Audit Court (HATAC); the National Parliament; Ministry staff with procurement authority; and finally, watchdog actors such as civil society organizations (CSOs), citizenry and local community based groups.

The TPA aims to significantly reduce opportunities and spaces for corrupt practices by successfully punishing those who are guilty of corrupt acts. It will strengthen the Office of the Prosecutor General's (OPG) investigative capacity and ability to convict individuals involved in corruption, which will in turn discourage corrupt practices. The program will assist the brand-new ACC to develop procedures and processes based on best international practices from anti-corruption bodies around the world while simultaneously providing targeted investigation skills trainings. The ACC will then provide high quality investigations and cases to the OPG for prosecution and engage in public education as part of its mandate.

The Program will work with the OIG and line Ministries to establish more effective internal control systems in the area of procurement and will also provide a competency based course for line ministry staff with delegated procurement authority in order to reduce maladministration cases and the potential for corruption related to ministerial procurements. Should the HATAC get established over the course of the program, it will also work with auditors in that institution in order to provide skills building for high quality fiscal oversight analysis, external audits and audit recommendations, including prosecutions. In addition, skills building for the National Parliament, both Members of Parliament and Secretariat staff, in the area of fiscal oversight will increase public confidence towards the Parliament with regard to their Government budget analysis and approval role, improving the system of checks and balances in Timor-Leste, an area of weakness for this new democracy where the executive branch is disproportionately powerful.

Finally, the Program also aims to both improve public understanding of what corruption is in order to create an educated demand for reduced corruption as well as improve the public's perception regarding the RDTL's fight against

corruption. Towards this goal, civil society education, advocacy capacity building, survey and research capacity, and strengthened coalition-building skills are anticipated in the “Watchdog” component of the TCP. Civil society in Timor-Leste is enthusiastic but lacks sophisticated skills to play its watchdog role specifically with regard to corruption analysis, anti-corruption campaign development and anti-corruption coalition building. Civil society participation and development, instrumental in the overall democratization process in Timor-Leste, is critical to the fight against corruption. Developing functional and effective watchdog groups, whether they are formal CSOs, concerned citizens groups or even local village councils, will be an important component of the TCP.

All components of the Threshold Program for Anti-Corruption (TPA) will be implemented through a separate task order by a TPA-implementation contractor.

II. SCOPE OF WORK

A. Purpose:

The purpose of this task order is to assist the Government of Timor Leste (RDTL) in the monitoring and evaluation of the implementation of the six program components of the Threshold Program for Anti-Corruption (TPA) from the RDTL’s Threshold Country Plan (TCP) aimed at improving the RDTL’s performance in the “Control of Corruption” indicator in coordination with the TPA-implementation contractor.

The M&E Contractor must coordinate with and provide support to the TPA implementation contractor in their data collection, the conduct of data quality reviews of their data, provide ongoing monitoring of institutions partnering with the TPA (OPG, ACC, OIG, etc.) to ensure that skills are being translated into practice. In addition, the M&E contractor shall conduct higher level data collection such as focus groups.

The M&E Contractor must develop and implement a monitoring and evaluation plan for each of the six components of the program. This plan must establish clear criteria and indicators for monitoring and evaluating the activity outcomes during the Contractor’s period of performance and will be reported on a quarterly basis. In addition, while the TPA Implementing contractor already has a list of performance indicators for which they are responsible, the M&E Contractor may recommend establishing additional performance measures necessary to assist with program oversight.

B. Statement of Work:

TPA-funded activities are specifically designed to improve country performance against the MCC eligibility indicators for control of corruption. However, the MCC eligibility indicators are not well-suited to performance tracking of project activities on a quarterly basis. As a result, TPA - established project-level indicators reflective of component objectives (see Annex 1 – PBC chart). Since program managers at MCC and USAID will rely on these indicators for program tracking purposes, it is imperative that indicator and monitoring data is relevant and reliable.

Annex 1 provides a detailed list of output and outcome indicators that MCC, USAID/Timor Leste and the RDTL agreed to prior to program implementation. The M&E Contractor must develop a reporting system to obtain data for the Annex 1 indicators as well as others developed under the TPA Implementing task order, working in close coordination with the TPA implementing contractor, and in close consultation with USAID/Timor-Leste. All indicators must be reported to MCC on a quarterly basis.

Since monitoring and evaluation will be conducted in collaboration with the incumbent TPA implementing contractor, the roles of the M&E Contractor and TPA Implementing contractor must adhere to the following guiding principles:

1. The TPA-TCP Implementing contractor will manage day-to-day M&E needs of the TPA through its own monitoring and evaluation plan (involving the establishment of necessary baseline data and subsequent data collection).;
2. The M&E Contractor will facilitate and enhance overall data gathering and data quality of TPA activities;
3. The M&E Contractor will ensure the thoroughness of the results-based analysis, the design of relevant analytic and assessment tools to evaluate data collection and data quality, the development of methodologies for focus groups and other qualitative and quantitative analyses to measure TPA results.

Essentially, the M&E Contractor will be responsible for developing M&E parameters and guidelines to be used during the TPA implementation, working in close coordination with the TPA implementing contractor and in close consultation with USAID/Timor-Leste.

The TPA Implementing contractor will consult with the USAID/Timor-Leste Contracting Officer's Technical Representative (COTR) and consider guidelines and parameters to be provided by the M&E Contractor (approved by the USAID/Timor Leste COTR, in the development of its own M&E plan, which will include Annex 1 TPA indicators, as well as sub-indicators as needed.

The M&E contractor should ensure the integration of gender concerns as a cross-cutting theme in all stages of the M&E activity, and in providing the M&E for the TPA, particularly address: (a) How will both women and men be incorporated in the planning and implementation of anti-corruption activities?; (b) How might men and women be differently affected by the proposed activities? (c) How will potential gender problems or tensions created by the proposed activities be addressed and/or mitigated?

In addition, the M&E contractor itself should be able to: (a) present commitment to gender in previous contracts with USAID and other U.S.G. agencies; (b) provide brief discussion on gender-equitable policies and mission statements; (c) propose key personnel with demonstrated sectoral and gender analysis skills; and, (d) include in the proposal an approach for addressing gender concerns.

It is anticipated that the Contractor will not have a permanent presence in Timor-Leste. Rather, the Contractor will sub-contract out specific responsibilities to local and/or regional technical experts to perform functions defined in this Scope of Work. USAID anticipates that the components will be fully implemented in phases; therefore it is not expected that the Contractor will be required to provide extensive technical assistance to all components at one time.

For more background information regarding the MCC-TL-TPA program, please see Annex 2 and Annex 3.

III. RESULTS AND DELIVERABLES

The expected results of under this task order are:

- Strengthened M&E systems for TPA Implementing contractor;
- High data quality for all programmatic data;
- Qualitative and quantitative data to track selected outcomes (see Annex 1);
- A reliable body of data to demonstrate TPA outcomes.

The specific program deliverables are:

1. Parameters and guidelines for monitoring and evaluation for consideration and reference of the TPA implementing contractor.
2. Assessment and methodological tools developed. This will be shared with the TPA implementing contractor for consideration in their M&E plan.
3. Data Quality Review (DQR) Reports: DQRs will be thoroughly documented in a report that will describe any weaknesses found in the a) data collection instruments, b) data sampling and/or collection methods, c) handling and processing of data by responsible entities, or d) reporting procedures. The report should also make recommendations for remedying those weaknesses where possible. A draft is due to USAID within 15 days after the review process is completed for each indicator. The M&E Contractor will conduct a data quality review no later than six months into data collection for TPA Implementing Contractor Program Management Plan (PMP) and then another DQR one calendar year following the initial review. In addition, the Contractor will be responsible for establishing a DQR methodology and executing a DQR of Implementing Partners performance data. The DQR must employ a ranking system to assess data quality based on the criteria described in Annex 2, provide a narrative description of deficiencies, and provide recommendations for strengthening data per the data quality criteria. The report should be no more than 30 pages (excluding appendixes).

IV. REPORTING REQUIREMENTS

Reports shall be submitted in both electronic form (Word or PDF) and in hard copy form. All reports will be required in English unless previously agreed to by USAID. Report content and formatting must conform to USAID requirements.

A. Annual Work Plan

The first annual workplan must be submitted 30 days after the award of the contract, to the USAID/Timor-Leste COTR for approval. This work plan will be for the first year of performance. Annual work plans for subsequent years will be submitted 30 days before the following year. Work plans will be developed collaboratively with the COTR and consistent with the M&E plans developed by the TPA Implementing Partner; will consider carefully its harmonization with the calendar of implementation of each of the six components; and will describe the activities required to produce the contract deliverables, including:

- 1) Proposed activities for the given year;
- 2) Corresponding time frame for implementation of proposed activities; and
- 3) Detailed budget for implementation.

These Work Plans may be updated as necessary to reflect changes in strategies and/or activities and updates on performance targets. In subsequent years, the Work Plan will be due to the USAID/Timor-Leste COTR not later than 30 days before the close of each preceding operating year. Work plans and any modifications thereof will be approved by the USAID/Timor-Leste COTR.

B. Quarterly Performance Reports. Quarterly reports reflecting work plan activities will be produced in English and will be due no later than 15 days after the end of each quarter. Quarters are understood to mean: January – March, April – June, July – September, and October – December. Quarterly reports should include reference to annual work plan activities, activities completed and not completed, results (based on the component objectives), indicators, timeframe, quarterly funds expended, total program expenses to date, and estimated amounts still available, pipeline analysis, and anticipated burn-rates. Discrepancies (if any) between the work plan and quarterly reports must be explained and the work plan amended accordingly. Accomplishments and difficulties will be described both quantitatively and qualitatively as they relate to the program. Any anticipated or actual delays will be explained and a plan for corrective actions initiated. The final quarterly report of each calendar year will incorporate an annual summary report that includes annual cumulative results data and indicators.

C. Annual Performance Report

The Contractor will submit Annual Performance Reports to USAID/Timor-Leste for the year covered within 30 days of the conclusion of each contract year. The Contractor will submit one original to the USAID/Timor Leste COTR. Electronic submissions are acceptable, and the reports will contain information in accordance with the annual work plan approved by the COTR.

D. Design Reports: Prior to initiating focus groups, the Contractor must submit for USAID concurrence a design report explaining the question to be addressed, the relevant methodology option(s) (including targeted groups, modules/topics), the timeline and next steps.

E. Trip Reports: The Contractor will submit the scopes of work for all consultants conducting business on this project, in Timor-Leste. The Contractor must submit a draft report prior to the departure of the consultant and a final report is due within two weeks of the last day of the TDY or assignment. The contractor will submit significant (as determined by the USAID/Timor Leste COTR) short-term consultant reports within 10 days of the consultant's departure. The reports will describe progress and observations made by the expert, identify significant issues, describe any follow-on activities or changes envisioned, and provide names and titles of all assignment-related contacts.

F. Monitoring and Evaluation Plan: The Contractor will submit a Monitoring & Evaluation plan as follows: 1) within 30 days of contract signing for the annual work plan and indicators for consultation and negotiation with the COTR; and 2) within 60 days of contract signing a comprehensive and consolidated M&E plan showing baselines, targets and timeframe. This refers to indicators and targets for this task order and is distinct from, but linked to, the annual work plan which will be developed according to the different M&E tasks for different phases of TPA project implementation and the overall M&E system to track TPA project performance.

The M&E plan will be comprehensive and consolidated for the entire project with measurable quantitative and qualitative indicators, baselines, targets, time frame for achieving these indicators. This M&E plan will lay the foundations for quarterly TPA performance reporting. The Contractor will submit, to USAID/Timor-Leste, quarterly reports against this M&E plan not later than two weeks following the close of each quarter.

V CONTRACTOR STAFFING RESPONSIBILITIES

The Contractor must hire sufficient numbers of each non-key personnel position to meet overall program goals, but within program level of effort and budget limitations. The Contractor must strike an appropriate mix of personnel that demonstrates the requisite combination of experience and skills for all positions required for this program.

A. Key Personnel

The following position is considered essential for the work to be performed: **Supervisory M&E Specialist.**

1. Supervisory M&E Specialist/Chief of Party.

Labor Category: 2019 Evaluation Methods Specialist (2019A) Level 1

Anticipated Program Role: This position will be the key liaison with USAID/Timor-Leste, the RDTL and the TPA Implementing contractor. His/her primary responsibilities are aimed at providing overall leadership management and general technical direction of the entire program, ensuring an integrated vision among different components and actors, and a focus on achieving the results defined in the contract. This individual will be expected to identify issues and risks related to program implementation in a timely manner, and suggest appropriate program adjustments. The individual shall implement the methodologies proposed by the Contractor to measure the TPA impact on anti-corruption, as developed in Annex 1. This individual shall establish productive and positive relationships with RDTL officials and Implementing Partners.

B. Other Staff

It is anticipated that the Contractor will not have a permanent presence in Timor-Leste. Rather, the Contractor will subcontract out specific responsibilities to local and/or regional technical experts to perform functions defined in this Scope of Work. USAID anticipates that the components will be fully implemented in phases; therefore it is not expected that the Contractor will be required to provide extensive technical assistance to all components at one time. A proposed staffing plan should take into account the cyclical nature of the M&E needs described herein.

2. Home Office Staff

The Contractor must assign minimal yet sufficient home office staff and intermittent staff to meet overall program goals. The responsibilities of the home office staff include supporting the field. The Contractor must establish guidelines and systems that balance responsibilities between home and field offices to achieve an efficient and cost conscious operation.

VI. TECHNICAL DIRECTION AND COORDINATION:

The task order shall be managed in-country. The prime Contractor's home office shall provide managerial oversight and administrative backstopping, and technical assistance as needed. The USAID/Timor Leste COTR is responsible for all day to day management oversight and technical direction of the contractor, both in writing and verbally.

As previously stated, the M&E Contractor will be responsible for developing M&E parameters and guidelines to be used during the TPA implementation, working in close coordination with the TPA implementing contractor and in close consultation with USAID/Timor-Leste.

-END OF SECTION C-

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING POLICY

USAID's mandatory branding/marketing requirements are contained in ADS 320 as revised on January 8, 2007. The Contractor can review and download the regulations, guidance, and graphics at www.usaid.gov/branding. Accordingly, the Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) to describe how the program deliverables for this project would be branded.

-END OF SECTION D-

SECTION E - INSPECTION AND ACCEPTANCE

Task order performance evaluation shall be performed in accordance with the Evaluation Services IQC, Section F.

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Timor Leste in Dili, Timor-Leste or at any other location where the services are performed and reports and deliverables or outputs are produced and submitted. The Task Order Contracting Officer's Technical Representative (TO-COTR) identified in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- (a) The estimated period of performance for this task order is from October 1, 2010 to September 30, 2013.
- (b) Subject to the ceiling price of this task order, the TO COTR may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the TO COTR's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the TO COTR's approval to the final voucher submitted for payment.
- (c) It is the contractor's responsibility to ensure that the TO COTR-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order amount.
- (d) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Task Order Contracting Officer (TOCO).

F.2 WORKDAYS ORDERED

- (a) The total level of effort (including long term, short term and home office professional staff) for this requirement is **425 workdays**. It should be noted that the level of effort does not include non-professional support staff (e.g., office managers, administrative assistants, or drivers).

This defines the required level of effort to be delivered in the performance of Section C of this contract. Once the required level of effort has been provided, the contract will be completed. No reallocation of level of effort can result in an increase in the total estimated cost of the contract without the prior written approval of the Contracting Officer. No reallocation of level of effort authorizes the Contractor to exceed the obligated amount in the contract without the prior written approval of the Contracting Officer.

LABOR CATEGORY	LOE (Workdays)
LT TA – Key Personnel	320
Home Office Support	105
TOTAL	425

- (b) Subject to the ceiling price established in this delivery order and the prior written approval of the TO COTR, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the TO COTR's approval to the final voucher submitted for payment. Adjustments may only be within the ceiling of the total workdays ordered.
- (c) It is the contractor's responsibility to ensure that the TO COTR -approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

F.3 PERFORMANCE MONITORING PLAN

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the TO COTR in accordance with the performance standards set forth in Section C, will be conducted jointly by the TO COTR and the TO CO, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 DELIVERABLES

The cover page of all deliverables and reports prepared by the contractor shall include a descriptive title, the author's name(s), the activity name, the contract and task order number, the contractor's name, the name of the USAID Office / Mission, and the publication or issuance date of the report. All reports should contain an executive summary highlighting main findings and recommendations. The contractor will be responsible for the delivery of reports, studies, schedules, plans, and other documents that are described below. All written reports will be done in English. All reports and studies and other deliverables are to be presented in hard copies and in electronic format—Microsoft Word – to the USAID TO COTR.

The contractor shall provide the following deliverables:

A. Annual Work Plan

The first annual workplan must be submitted 30 days after the award of the contract, to the USAID/Timor-Leste COTR for approval. This work plan will be for the first year of performance. Annual work plans for subsequent years will be submitted 30 days before the following year. Work plans will be developed collaboratively with the COTR and consistent with the M&E plans developed by the TPA Implementing Partner; will consider carefully its harmonization with the calendar of implementation of each of the six components; and will describe the activities required to produce the contract deliverables, including:

1. Proposed activities for the given year;
2. Corresponding time frame for implementation of proposed activities; and,
3. Detailed budget for implementation.

These Work Plans may be updated as necessary to reflect changes in strategies and/or activities and updates on performance targets. In subsequent years, the Work Plan will be due to the USAID/Timor-Leste COTR not later than 30 days before the close of each preceding operating year. Work plans and any modifications thereof will be approved by the USAID/Timor-Leste COTR.

B. Quarterly Performance Reports. Quarterly reports reflecting work plan activities will be produced in English and will be due no later than 15 days after the end of each quarter. Quarters are understood to mean: January – March, April – June, July – September, and October – December. Quarterly reports should include reference to annual work plan activities, activities completed and not completed, results (based on the component objectives), indicators, timeframe, quarterly funds expended, total program expenses to date, and estimated amounts still available, pipeline analysis, and anticipated burn-rates. Discrepancies (if any) between the work plan and quarterly reports must be explained and the work plan amended accordingly. Accomplishments and difficulties will be described both quantitatively and qualitatively as they relate to program. Any anticipated or actual delays will be explained and a plan for corrective actions initiated. The final quarterly report of each calendar year will incorporate an annual summary report that includes annual cumulative results data and indicators.

C. Annual Performance Report

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D. Design Reports: Prior to initiating focus groups, the Contractor must submit for USAID concurrence a design report explaining the question to be addressed, the relevant sampling methodology option(s) (including the targeted groups, what the data collection instrument will include – modules/topics), the timeline and next steps.

E. Trip Reports: The Contractor will submit the scopes of work for all consultants conducting business on this project, in Timor-Leste. The Contractor must submit a draft report prior to the departure of the consultant and a final report is due within two weeks of the last day of the TDY or assignment. The contractor will submit significant (as determined by the USAID/Timor Leste COTR) short-term consultant reports within 10 days of the consultant's departure. The reports will describe progress and observations made by the expert, identify significant issues, describe any follow-on activities or changes envisioned, and provide names and titles of all assignment-related contacts.

F. Monitoring and Evaluation Plan: The Contractor will submit a Monitoring & Evaluation plan as follows: 1) within 30 days of contract signing for the annual work plan and indicators for consultation and negotiation with the COTR; and 2) within 60 days of contract signing a comprehensive and consolidated M&E plan showing baselines, targets and timeframe. This refers to indicators and targets for this task order and is distinct from, but linked to, the annual work plan which will be developed according to the different M&E tasks for different phases of TPA project implementation and the overall M&E system to track TPA project performance.

The M&E plan will be comprehensive and consolidated for the entire project with measurable quantitative and qualitative indicators, baselines, targets, time frame for achieving these indicators. This M&E plan will lay the foundations for quarterly TCP performance reporting. The Contractor will submit, to USAID/Timor-Leste, quarterly reports against this M&E plan not later than two weeks following the close of each quarter.

F.5 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

The Task Order Contracting Office is:

Regional Office of Procurement
USAID/RDMA
5/F GPF Witthayu Towers A, 93/1 Wireless Road
Bangkok, Thailand 10330
Or

Regional Contracting Office
USAID Box 47
Bangkok
APO AP 96546

The Task Order Contracting Officer's Technical Representative (TO-COTR) will be designated separately.

F.6 PLACE OF PERFORMANCE

The duty post for this Task Order is Dili, Timor Leste and the contractor's home office, unless so authorized by USAID to be located elsewhere. Travel is required within Timor-Leste, the Asia region and elsewhere.

F.7 AUTHORIZED WORK DAY / WEEK

The contractor is authorized up to a six-day workweek for short-term consultants in the field with no premium pay.

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the CTO, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic(preferred) or paper form to one of the following:

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

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

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

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

(ii) The Contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), Contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate coversheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., MSWord6.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

F.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for this activity is 941. In general, local procurement is authorized subject to the provisions of AIDAR 752.225-71, "Local Procurement (FEB 1997)".

-END OF SECTION F-

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

G.2 TECHNICAL DIRECTION

Technical direction will be provided by USAID/Timor Leste through the designated TO-COTR or his designee. The TO-CO shall issue a letter appointing the TO-COTR for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

In order to receive payment, all deliverables must be accepted and approved by the TO-COTR.

G.4 PAYING OFFICE

The paying office for this Task Order is

Office of Financial Management
USAID, Regional Development Mission/Asia
Athenee Tower, 25th Floor
63 Wireless Road
Bangkok 10330 Thailand

or

Office of Financial Management
USAID, Regional Development
Mission/Asia
Box 47
APO AP 96546

G.5 ACCOUNTING AND APPROPRIATION DATA

TBD

-END OF SECTION G-

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

The key personnel identified below are considered to be essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the contractor shall be responsible for providing such personnel as specified in the Task Order. Failure to provide key personnel designated below may be considered nonperformance by the contractor unless such failure is beyond the control, and through no fault or negligence of the contractor. The contractor must immediately notify the Contracting Officer and CTO of any key personnel's departure and the reasons therefore. The contractor must take the necessary steps to immediately rectify this situation and must propose a substitute candidate for each vacated position along with a budget impact statement, if requested, in sufficient detail to permit evaluation of the impact on the program. The contractor without the written approval of the Contracting Officer and the CTO shall make no replacement of key personnel.

The contractor shall provide the following key personnel for the performance of this task order:

Title
Senior Monitoring and Evaluation Specialist / Chief of Party

H.2 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.3 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

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

H.6 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98-21)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.8 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

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

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

- (i) Contractor name.
- (ii) Contact name with phone, fax and e-mail.
- (iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

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

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

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

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

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

(c) Definitions. For purposes of this clause:

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

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

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

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Office of Financial Management
USAID, Regional Development Mission/Asia
GPF Witthayu, Tower A, 5th Floor
93/1 Wireless Road
Bangkok 10330 Thailand

or

Office of Financial Management
USAID, Regional Development
Mission/Asia
Box 47
APO AP 96546

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

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

H.9 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.10 SALARY SUPPLEMENTS

Any payments by the contractor to employees of any government in the region at any level shall be subject to the USAID policy on salary supplements dated April 1988 (or as amended). When this issue arises during the life of the task order, the contractor shall consult with USAID on any questions regarding the applicability of the policy.

H.11 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/ policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

This includes HSPD-12 procedures established in USAID/Washington as well as those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.12 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

(END OF CLAUSE)

H.13 AIDAR 752.7007, PERSONNEL COMPENSATION

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

(END OF CLAUSE)

H.14 ENVIRONMENTAL COMPLIANCE

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

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

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

(d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this task order to determine if they are within the scope of the approved Regulation 216 environmental documentation.

(e) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

(f) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H. 16 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be

construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

-END OF SECTION H-

SECTION I – CONTRACT CLAUSES

I.1 REFERENCE Indefinite Quantity Contracts (IQCs) for Environmental Health Initiatives

-END OF SECTION I-

SECTION J – LIST OF DOCUMENTS EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS –

Attachment Number	Title
J.1	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
J.2	PAST PERFORMANCE INFORMATION SHORT FORM
Annex 1	Performance Benchmark Charts (PBCs) for each TPA Component
Annex 2	Conditions Precedent for MCC Funding of the TPA
Annex 3	MCC FY09 and FY10 Indicators for Timor Leste

-END OF SECTION J-

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

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, grant, 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, grant, 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.”

Signature

Date

-END OF SECTION K-

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL

The Government anticipates the award of one (1) cost plus fixed fee task order as a result of this RFTOP; however, it reserves the right to make multiple awards or no award.

USAID may, without discussion or negotiations, award a task order resulting from this Request for Task Order Proposal (RFTOP) to the responsible contractor whose proposal conforms to the Statement of Work (SOW) and offers the best value. Therefore, the initial proposal should contain the contractor's best terms from a cost and technical standpoint. USAID may reject any or all proposals, and waive informalities and minor irregularities in proposals received.

Although technical evaluation factors are significantly more important than cost factors, the closer the technical evaluations of the various proposals are to one another, the more important cost considerations become. The Contracting Officer may determine what highly ranked proposal based on the technical evaluation factors would mean in terms of performance and what it would cost the Government to take advantage of it in determining the best overall value to the Government.

All Questions relating to this RFTOP must be submitted to Maria Rosario M. Arenas, Sr. Acquisition Specialist, via email at marenas@usaid.gov, with a copy to Kornpreeya Paoluglam at kpaoluglam@usaid.gov , no later than **June 16, 2010**. Unless otherwise notified by an amendment to the RFTOP no question will be accepted after this date. Offerors must not submit questions to any other USAID staff, including the technical office for either the Task Order or the basic IQC.

L.2 PROPOSAL INSTRUCTIONS

Your proposal for the attached statement of work shall contain the following:

1. A certification that no USAID employee has recommended an individual for use under the proposed task order who was not initially located and identified by your organization.
2. A list of at least three (3) recently completed contracts/subcontracts or on-going contracts/subcontracts that are similar to the attached statement of work, for federal, state, and local governments or for commercial firms within the last three years. To ensure uniformity of information for conducting the reference checks, the Offerors shall complete Part 1 (Blocks 1 through 9) of the Past Performance Report – Short Form (OMB No. 9000-0142) for the listed contracts/subcontracts. This form is attached. If the Offerors encountered problems on any of above mentioned contracts, it may provide a short explanation of the problem and the corrective action taken. Space is provided in Block 6 of the Short Form for this. If the Offerors do not follow the prescribed format, then care must be taken to ensure that the substance of the requested information is provided. Reference information should include recent email, fax, and phone numbers and address of contact persons. USAID may contact representatives from the references provided by the Offerors to obtain information on the Offerors' past performance. The Offerors are advised that USAID may obtain past performance information from sources other than those identified by the Offerors. USAID will use the past performance information to assess the quality of the organization's past performance and capability to implement programs similar to that described in the statement of work.
3. Any proposed changes to the statement of work in Section C.

L.3 GENERAL INSTRUCTIONS TO OFFERORS

- (a) RFTOP Instructions: If an Offeror does not follow the instructions set forth herein, the Offerors' proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
- (a) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFTOP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (b) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFTOP.
- (c) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

L.4 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

An offeror shall submit its proposed technical and management approaches for implementation, mobilization/ implementation schedule, and proposed team composition including technical staff and subcontractors (if required) for this task order. See below for more detailed instructions.

- (a) An offeror must organize the Technical Proposal to follow the technical evaluation criteria listed in the corresponding portions of Section M.
- (b) An Offeror is to present detailed information only when required by specific RFTOP instructions. The **Technical Proposal is limited to 15 pages** and shall be written in English.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is included within the above page limitation for the technical proposal. Not included in this page limitation are the following: Cover pages; Table of Contents; Dividers; draft implementation plan; Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Offeror) for proposed candidates; Past Performance Report Short-Forms (Attachment is in Section J); Charts, such as Management Structure Organizational Chart(s).

All critical information from any appendices should be summarized in the Technical Proposal(s).

(c) Technical Proposals shall include the information set forth below.

1. Technical Understanding and Approach

Offerors shall provide information to demonstrate its understanding of the technical requirements of the statement of work and the innovativeness, flexibility, creativity, and overall practicality of its approach to to measure achievement of TPA program results. . Timor-Leste suffers from a dearth of information, statistics, baseline data and even standard operating procedures for institutions focusing on anti-corruption. The technical approach will need to demonstrate:

- a. a clear understanding of the challenges of implementing the Threshold Program for Anti-Corruption (TPA) from the RDTL's Threshold Country Plan (TCP) and improving the MCC Control of Corruption indicator in addition to specific, clear and achievable strategies and methods for gathering the data to measure progress against suggested TCP outcomes;
- b. the offeror's technical and operational understanding of the tasks described in the TPA-TCP;
- c. the offeror's ability to complete all TO deliverables and achieve results, and do so in a timely and realistic manner;
- d. strategies for collaborating closely with TPA implementing partner(s) who will also be collecting data and conducting their own ongoing program monitoring and evaluation;
- e. strategies for collaborating with and triangulating data with other donors and implementers in the anti-corruption/rule of law sector in Timor-Leste.

In particular, the offeror should discuss the following:

- a. Methodological approach to conducting data quality assessments (DQAs), including ranking system. Also, include illustrative methodologies or other analytical tools.
- b. Timor-Leste's institutions, specifically those working on anti-corruption programming, are new and as such there is a lack of baseline and other corruption related information. Offerors will need to specifically address the ways they will collect data and measure changes in such an environment.
- c. Focus groups: Explain, in detail, possible methods for selection and analysis as relates to: a representative sample, sample frame and methods to be used in identifying and reaching out to of sector specialists; possible length of the questionnaire and the cost of enumerators to carry out the survey. Identify any other assumptions made in creating a survey budget.

The offeror should ensure the integration of gender concerns as a cross-cutting theme in all stages of the activity, and particularly address: (a) How will both women and men be incorporated in the planning and implementation of anti-corruption activities?; (b) How might men and women be differently affected by the proposed activities? (c) How will potential gender problems or tensions created by the proposed activities be addressed and/or mitigated?

In addition, the offeror should be able to: (a) present commitment to gender in previous contracts with USAID and other U.S.G. agencies; (b) provide brief discussion on gender-equitable policies and mission statements; (c) propose key personnel with demonstrated sectoral and gender analysis skills; and, (d) include in the proposal an approach for addressing gender concerns.

The offeror shall submit a draft implementation plan defining the long-term objectives for the life of the project, the annual results to be achieved as well as describe how they will complete all TO deliverables and achieve results, and do so in a timely and realistic manner. The offeror should describe its draft performance management plan and monitoring and evaluation plan to assure accomplishment of contract objectives and discuss other internal management systems considered by the offeror to be important for effective performance monitoring.

2. Key personnel and Other Staff.

The Contractor shall provide long-term technical personnel to carry out the tasks noted in the Statement of Work. Outlined below are the overall technical skills and experience that Contractor personnel may require in order to effectively provide all the services and perform all the tasks that will be carried out under this task order.

A. Key Personnel

1. The following position is considered essential for the work to be performed: the **Supervisory M&E Specialist/Chief of Party (COP)**.

Position: Supervisory M&E Specialist/Chief of Party

Labor Category: Evaluation Methods Specialist - Level 1

The Supervisory M&E Specialist/Chief of Party will be **the key liaison** with USAID/Timor-Leste, the RDTL and Implementing Partner. His/her primary responsibilities are aimed at providing overall leadership management and general technical direction of the entire program, ensuring an integrated vision among different components and actors, and a focus on achieving the results defined in the contract. This individual will be expected to identify issues and risks related to program implementation in a timely manner, and suggest appropriate program adjustments.

Qualifications:

Education Requirements: A master's degree (or foreign equivalent) required in political science, international relations, economics, geography, public/business administration, other social sciences, or similar relevant area.

Experience Requirements: At least ten years' overseas experience in qualitative and quantitative M&E methodologies, developing and managing programs involving the TPA subject matter (anti-corruption programming), related anticorruption/ rule of law programs, with experience in Southeast Asia/Pacific preferred. This should include experience in the field of management, strategic planning, monitoring and evaluation, and successful past performance building relationships with governmental organizations, private and community organizations. A proven, successful track record of achieving results is required, especially in a difficult working environment, a strong technical background in political and/or social governance areas, and demonstrated success in managing sub-contracts/sub-grants with local organizations. Likewise, experience in methodologies that address key policy efforts that resolve specific barriers to adequately implement M&E programs is required.

Specialized Knowledge/Skills: Fluent in English (minimum FSI 4/4). Also s/he should have all necessary computer and analytical skills, particularly in issues related to monitoring and evaluation. This includes ability to use statistical analysis software, including STATA and/or SPSS.

B. Home Office Staff

The Contractor must assign minimal yet sufficient home office staff and intermittent staff to meet overall program goals. The responsibilities of the home office staff include supporting the field. The Contractor must establish guidelines and systems that balance responsibilities between home and field offices to achieve an efficient and cost conscious operation.

3. Management Approach

The management approach should describe the offeror's ability to manage activities carried out under the statement of work to provide technical support and necessary oversight and coordination particularly with respect to effectively implementing a national program that will be the first of its kind in Timor Leste.

The offeror will explain the potential of the overall management structure, organizational and staffing plan, the responsibility, rationale and value added of technical personnel in support of each task in accordance with its technical approach, and the overall management structure. As mentioned above, in addition to the identified key position, offerors may propose a mix of other positions it deems appropriate for its technical approach. The offeror will also clearly describe the role of and contractual arrangement with each subcontractor (if any), the approach for managing proposed subcontractors (if any), and demonstrated past experience managing subcontractors (if applicable). The offeror shall develop and describe an organizational structure it thinks is most effective for effective contract performance.

4. Past Performance

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds 30% of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to **3** of the most recent and relevant contracts for efforts similar to the work in the subject proposal for the Task Order. The most relevant indicators of performance are contracts performed for federal, state, and local governments and for commercial firms within the last five years; and
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - Contract type, i.e., fixed-price, cost reimbursement, etc.

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

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

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

(d) The offeror is expected to comply with the instructions regarding the type and amount of detail to be provided on past performance and the format to be used to submit it. If the offeror does not follow the prescribed format, then care must be taken to ensure that the substance of the requested information is provided. Failure to do so may seriously impede both the technical evaluation of the offeror's proposal and the contracting officer's ability to make a positive responsibility determination. Reference information should include recent email, fax, and phone numbers and address of contact persons.

(e) USAID may contact representatives from the references provided by the offeror to obtain information on the offeror's past performance. The offeror is advised that USAID may obtain past performance information from sources other than those identified by the offeror. USAID will use past performance information both for the responsibility determination required in FAR 9.1 and the best value decision in accordance with the instructions in Section L and the evaluation criteria in Section M of this solicitation.

5. CORPORATE INSTITUTIONAL CAPABILITY

Offerors shall provide evidence of their technical and managerial resources and expertise (or their ability to obtain such) as well as their experience in managing similar programs in the geographic and program areas identified in the Statement of Work and organizational experience in managing similar projects including activities to improve water supply and sanitation service delivery in communities and rural areas. Demonstrated capability to plan, implement and monitor similar programs, including starting program activities rapidly and meeting USAID reporting and accountability requirements. Information in this section must include, but is not limited to, the following:

- a. institutional capability and examples of accomplishments in developing and implementing similar programs;
- b. institutional capability and experience with proposed technical approaches; and
- c. institutional capability with regard to financial controls, communication and task order management.

6. BRANDING IMPLEMENTATION PLAN: In accordance with ADS 320.3.2.1, the Offerors shall prepare and submit with the technical proposal, a Branding Implementation Plan and Marking Plan to implement the Branding Strategy described below. The Offerors' branding implementation plan and marking plan shall be an attachment to its technical proposal and will not be included in the page limitation.

A. USAID Branding Strategy:The program name and logo:**Monitoring and Evaluation of the Timor-Leste MCC Threshold Program for Anti-Corruption**How the logo will be positioned on materials and communications:

USAID policy requires branding and marking in USAID direct acquisitions. The Contractor is required to brand any program-related deliverables, commodities, or communications to be produced and delivered under this task order. The MCC also requires branding and marking for all program-related deliverables, commodities, or communications to be produced and delivered under this task order.

All logos on materials and communications produced under this task order will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other US Government (USG) and non-USG entities, the names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo.

Desired level of visibility for the program:

All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this task order, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc. Normally, USAID policy requires exclusive branding and marking in USAID acquisitions. In this activity, branding will be shared with MCC, which has its own logo. Contractor and subcontractor's corporate identities are prohibited on all program materials. The ADS chapter also prohibits contractors and recipients from using the USAID Identity or letterhead (as specified in the Graphic Standards Manual) for administrative communications. Section 320.3.1.5 states this prohibition and includes some examples of "administrative communications."

Communication materials that describe the program, activities, and results will have a high level of visibility. USAID will review all communication materials produced under the Contract prior to public distribution. .

Other organizations to be acknowledged:

When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

B. Branding Implementation Plans must specifically address the following:

1. How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following: Press releases, Press conferences, Media interviews, Site visits, Success stories, Beneficiary testimonials, Professional photography, PSAs, Videos, and Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: Launching the program, Announcing research findings, Publishing reports or studies, Spotlighting trends, Highlighting success stories, Featuring beneficiaries as spokespeople, Showcasing before-and-after photographs, Marketing agricultural products or locally-produced crafts or goods, Securing endorsements from ministry or local organizations, Promoting final or interim reports, and Communicating program impact/overall results.

C. The Marking Plan shall enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with USAID and MCC Identities. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.”

L.6 COST PROPOSALS

As part of its cost proposal, the offeror should justify proposed costs associated with its proposed technical approach. In addition to justifying costs based on its technical approach, the offeror shall provide the following information:

Description	Amount			Total
	Year 1	Year 2	Year 3	
1. Workdays Ordered ■ Detailed by labor category and level of effort 2. Other Direct CostL a. Consultants (if applicable, not included in the level of effort) b. Travel, Transportation and Per Diem c. Equipment and Supplies d. Subcontracts e. Allowances f.. Participant Training (if applicable) g. Other operational cost 9. Indirect Cost (identify if Overhead, G&A, etc.)				
Total Estimated Cost				

Offerors shall submit the following in support of the proposed budget for the task order separately to allow a complete analysis of cost. There is no page limitation on the Cost Proposal.

- a. AID Form 1420-17 - Contractor Employee Biographical Data Sheets (Attachment J-10) for the proposed personnel (either US, CCN or TCN), containing salary history for the previous three years. (Bio-data forms must be signed by both the employee and your organization).
- b. A detailed budget narrative must be included which discusses, by cost element, the basis of estimate for the budget line item. and additional supporting budget documentation (as necessary), including travel quotations, historical cost information, etc. to substantiate all proposed costs.
- c. The Prime's and subcontractors' most recent NICRA information (as applicable) to support proposed indirect rates.
- d. Letters of Commitment (Subcontractors). The Cost Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.
- e. Any proposed changes to the attached statement of work.
- g. A signed Certification Regarding Lobbying form.
- h. A signed Key Individual Certification Narcotics Offenses and Drug Trafficking form as shown below:

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

(To be completed by all individuals identified as key personnel in the applications.)

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.

Signature: _____
Date: _____
Name: _____
Title/Position: _____
Organization: _____
Address: _____
Date of Birth: _____

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.

Offerors must propose costs that they believe are realistic and reasonable for the work in accordance with their respective Task Order Technical Proposals.

-END OF SECTION L-

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) After evaluation of initial proposals, USAID expects to select the contractor who will receive the task order to perform the statement of work. Once this choice is made, USAID may engage in discussions or negotiations with the chosen contractor regarding any matter to be covered in the final task order. However, the Government may award a task order without discussions with Offerors.

(b) Cost Evaluation:

Evaluation points are not awarded for cost and the relative importance of cost is substantially less than technical factors. The review of the cost proposal shall include primarily cost realism, allowability and reasonableness analyses. FAR states that "... (c)ost realism means that costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal." Evaluation of cost proposals will consider the following;

- (i) cost realism and completeness of cost proposal and supporting documentation
- (ii) overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits and other costs in excess of reasonable requirements)
- (iii) amount of proposed fee.

Offerors are hereby reminded that the Government is not obliged to award a cost reimbursement contract on the basis of lower proposed cost or to the offeror with the highest technical evaluation score. The Government intends to evaluate task order proposals in accordance with Section M of this RFTOP and award to the responsible contractor(s) whose task order proposal(s) represents the best value to the U.S. Government (FAR 15.101). "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

(c) Evaluation Process: Proposals timely received will be reviewed and considered against the criteria indicated in Section M.2. Numerical points will not be awarded for cost, and the relative importance of cost is substantially less than technical factors. While cost is a factor, especially as between closely ranked technical proposals, it is expected that the choice of contractor for this work will be based on technical merit.

(d) The technical proposal will be scored by a technical evaluation committee using the criteria shown below. The criteria are presented by major category, in decreasing order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which offerors should address. Within each category, sub-criteria are weighted according to the points indicated. Sub-criteria that do not have weights assigned will be treated approximately equally.

1. Technical Approach

40 points

- a) The extent to which the technical approach demonstrates a clear understanding of the development challenges identified in the Statement of Work and is consistent with the goals and objectives of the solicitation. (10 points)
- b) The extent to which the proposal presents specific, clear and achievable strategies and methods for gathering the data to measure progress against suggested TPA outcomes. (10 points)
- c) The extent to which the proposal presents strategies for collaborating closely with TPA implementing partner(s) who will also be collecting data and conducting their own ongoing program monitoring and evaluation as well as collaborating with and triangulating data with other donors and implementers in the anti-corruption/rule of law sector in Timor-Leste. (10 points)
- (d) The extent to which gender issues are addressed and integrated into the project, specifically in terms of : (i) How both women and men can be incorporated in the planning and implementation of anti-corruption activities?; (ii) How men and women may be differently affected by the proposed activities?; and, (iii) How potential gender problems or tensions created by the proposed activities will be addressed and/or mitigated. (10 points)

2. Key Personnel and Other Staff

25 points

- a. Key personnel** will be evaluated with respect to relevant qualifications, technical and program management experience, and skills applicable for completing the tasks described in the SOW Section C. (15 points)
- b. Home office and other personnel proposed (i.e., home office staff and intermittent staff)** will be evaluated to the extent that these meet overall program goal. As well as the extent to which the contractor-established guidelines and systems are able to balance responsibilities between home and field offices to achieve an efficient and cost conscious operation. (10 points)

3. Management Approach

15 points

The management approach will be evaluated according to reasonableness, feasibility, and potential to fulfill technical and coordination requirements, particularly with respect to effectively implementing the monitoring and evaluation of a national program that will be the first of its kind in TL. In addition, the Approach will be evaluated in consideration of the offeror's proposed overall staffing and management plan, particularly with respect to suggested subcontractors, and the overall management structure.

4. Past Performance

15 points

- (a) USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in this RFTOP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

- (b) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (c) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
1. Quality of product or service, including consistency in meeting goals and targets;
 2. Cost control, including forecasting costs as well as accuracy in financial reporting;
 3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
 4. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements;
 5. Customer satisfaction with performance, including end user or beneficiary wherever possible;
 6. Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified;

5. Corporate Institutional Capability and Experience

5 points

Corporate institutional capability will be evaluated based on the offeror's demonstrated ability in their technical and managerial resources and expertise (or their ability to obtain such) as well as their experience in managing similar programs.

The Offeror's and major subcontractors' demonstrated experience in the geographic and program areas identified in the Statement of Work and organizational experience in managing similar projects including activities to provide technical assistance to host country Governments, run effective training and exchange programs, and coordinate well with other donor programs.

Demonstrated capability to plan, implement and monitor similar programs, including starting program activities rapidly and meeting USAID reporting and accountability requirements is another area of focus.

In summary, capability and experience will be evaluated by:

- a. assessment of the offerors' demonstrated institutional capability and experience in developing and implementing similar programs;
- b. assessment of the offerors' demonstrated institutional capability and experience with proposed technical approaches; and
- c. assessment of the offerors' demonstrated institutional capability with regard to financial controls, communication and task order management.

Total 100 Points

-END OF SECTION M-

ATTACHMENT J.1 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET							
1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract		
			6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY							
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.							
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary Dollars	
				From	To		
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
				From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee						Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)							
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.							
Signature of Contractor's Representative						Date	

ATTACHMENT J.2 PAST PERFORMANCE INFORMATION SHORT FORM

CONTRACTOR PERFORMANCE REPORT - SHORT FORM	
PART I: Contractor Information (to be completed by Prime)	
1.	Name of Contracting Entity:
2.	Contract Number:
3.	Contract Type:
4.	Contract Value (TEC): (if subcontract, subcontract value)
5.	Problems: (if problems encountered on this contract, explain corrective action taken)
6.	Contacts: (Name, Telephone Number and E-mail address)
6a.	Contracting officer:
6b.	Technical Officer (CTO):
6c.	Other:
7.	Contractor:
9.	Information Provided in Response to RFP No. :
PART II: Performance Assessment (to be completed by Agency)	
1.	Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2.	Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
3.	Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4.	Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5.	Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

ANNEX 1

Performance Benchmark Charts (PBCs) for each TPA Component

ANNEX 2

Conditions Precedent for MCC Funding of the TPA

ANNEX 3

MCC FY09 and FY10 Indicators for Timor Leste