Request For Proposal No: SE0814-060 REQUEST FOR PROPOSAL # SE0714-060 PROVISION OF POULTRY TRAINING IN BARAKI BARAK DISTRICT OF LOGAR PROVINCE

Issuance: 04 August 2014, 14:00 Hours	To and From	Stability in Key Areas (SIKA)-East, is seeking proposals from eligible Offerors to provide Poultry Training for SIKA-East Programs in Baraki Barak District of Logar Province, Afghanistan .					
Last Date for Questions: 14 August 2014, 14:00 Hours			,				
Last Date for Questions: 14 August 2014, 14:00 Hours	Due Dates and Times		· · · · · · · · · · · · · · · · · · ·				
Type of Sub Contract Hard Copy: The hard copy shall be placed in a sealed envelope and be clearly marked Proposal for RFP # SE0814 – 060 Provisions of Poultry Training Services in Baraki Barak District of Logar Province. Offerors shall drop their proposals in the box placed inside Provincial Rural Rehabilitation and Development (PRRD), Logar Province. Respectful Offerors must make sure submission of their proposals by signing and receiving "Bid Receipt Slip". Address for Submission of Proposals: Provincial Rural Rehabilitation and Development (PRRD) Stability in Key Areas (SIKA) – East Office Contact #+93 (0)798-085-310 Electronic: Electronic copy of proposals (Preferably in PDF Format) shall be sent to e-mail address mentioned below and the receipt confirmation shall be an automatic response with date and authorized signature. All electronic copies shall be sent to E-mail: grantsprocurementbids@sikaeast.com. Submission of Questions:- SIKA EAST will answer questions and provide assistance in understanding the requirements of this RFP. SIKA EAST will not provide guidance on preparation of an Offeror(s) proposal or information regarding cost or pricing or any other technical/administrative requirement that is addressed in the RFP package.							
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14:00PM. Offeror(s) are required to address questions to SIKA EAST	Submission Guidance (Hard Copy OR Electronic ,either of both submission	clearly marked Proposal for RF Training Services in Baraki Bar shall drop their proposals in the Rehabilitation and Developmen Offerors must make sure submit receiving "Bid Receipt Slip". Address for Submission of Pro Provincial Rural Rehabilitation Stability in Key Areas (SIKA) Contact # +93 (0)798-085-310 Electronic: Electronic copy of shall be sent to e-mail address a confirmation shall be an autom signature. All electronic copies grantsprocurementbids@sikaea Submission of Questions:- SIKA EAST will answer questi understanding the requirements provide guidance on preparatio regarding cost or pricing or any requirement that is addressed in Questions must be submitted no	P# SE0814 – 060 Provisions of Poultry rak District of Logar Province. Offerors to box placed inside Provincial Rural at (PRRD), Logar Province. Respectful ission of their proposals by signing and posals: and Development (PRRD) — East Office proposals (Preferably in PDF Format) mentioned below and the receipt atic response with date and authorized is shall be sent to E-mail: ast.com. ions and provide assistance in soft this RFP. SIKA EAST will not in of an Offeror(s) proposal or information of other technical/administrative in the RFP package. to later than date 07 August, 2014 at				
	Pre-bid Meeting	the following address: Provincial Rural Rehabilitation	ged to participate in a Pre-bid Meeting to and Development (PRRD) - East Office Contact # +93 (0)798-085-				

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(!!!) VERY IMPORTANT	It is SIKA-East's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and SIKA-East personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any SIKA-East's procurements and may result in disciplinary actions against SIKA-East personnel involved in such discovered transactions.
(!!!) VERY IMPORTANT	THE CONTRACT/PURCHASE ORDER RESULTING FROM THIS SOLICICTATION MUST BE SIGNED BY BOTH PARTIES IN ORDER TO BE CONSIDERED VALID AND IN FORCE! ALL COSTS ASSOCIATED WITH, BUT NOT LIMITED TO, PRODUCTION, PREPARATION AND/OR DELIVERY OF GOODS OR SERVICES, INCLUDING DELIVERIES, ACCEPTED BY SIKA-East STAFF, WITHOUT A FULLY EXECUTED (SIGNED BY BOTH PARTIES) CONTRACT/PURCHASE ORDER, ARE AT THE VENDOR'S RISK ONLY. SIKA-East SHALL NOT PAY FOR ANY COSTS, WITHOUT LIMITATION, ASSOCIATED WITH PRODUCTION, PREPARARTION OR DELIVERY OF GOODS AND/OR SERVICES UNDER THIS OR ANY OTHER CONTRACT/PURCHASE ORDER, WHICH HAS NOT BEEN SIGNED BY BOTH PARTIES!

This RFP is comprised in its entirety of the following sections and appendices:

Sections:

SECTION A: PROPOSAL INSTRUCTIONS

SECTION B: TYPE OF AWARD SECTION C: SCOPE of WORKS

SECTION D: INSPECTION AND ACCEPTANCE SECTION E: SPECIAL CONTRACT REQUIREMENTS

SECTION F: EVALUATION CRITERIA

Appendices Attached:

Appendix A: Statement of Work

Appendix B: General Conditions and Flow down Clauses

Appendix C: Proposal Cover Letter template

Appendix D: Relevant Experience

Appendix E: Bid Price Proposal form and Instructions

Appendix F: Staffing form

Appendix G: Lower Tier Subcontracting Plan

Appendix H: Company Details and Financial Capacity form

Appendix I: Proposal Checklist

Appendix J: Bidder Representations and Certifications

Appendix K: Bidder's Basic Information
Appendix L: Detailed Budget Breakdown

Appendix M: Subcontractor Employee Biographical Data Sheet

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SECTION A – PROPOSAL INSTRUCTIONS

The Offeror shall submit its best price offer/proposal for the Works in accordance with *Appendix A: Statement of work and Appendix B: General Conditions*.

The completion of all RFP requirements in accordance with the instructions in this RFP and submission to SIKA EAST of **the technical and price proposals** will constitute an offer and indicate the Offeror agreement to the terms and conditions in this RFP and any attachments hereto.

SIKA EAST reserves the right to award a subcontract without discussion and/or negotiation; however, SIKA EAST also reserves the right to conduct discussions and/or negotiations, which among other things may require an Offeror(s) to revise its proposal (technical, work schedule and/or price). Issuance of this RFP in no way obligates SIKA-East to award a subcontract, nor does it commit SIKA EAST to pay any costs incurred by the Offeror in preparing and submitting the proposal.

- **1. Proposal Cover Letter** signed by a person authorized to sign on behalf of the Offeror. Use the template in Appendix C.
- **2. Summary of Relevant Experience** Offerors should list current and previous projects. Use the form provided in Appendix D.
- **3. Staffing Plan:** The Offeror should describe the proposed technical and managerial team and attach copies of the CVs and/or the qualifications required for the project. The team members are but not limited to Project Manager, Technical Specialist, Logistic Officer, Female Trainer, Cleaner and Guard. If one individual fills more than one of these roles, please state this in the proposal. Use the form provided in Appendix F & M (Fill this form for each key members).
- **4. Lower Tier Subcontracting (if purposed):** The Offeror is required to disclose the address of lower tier subcontracting which shall include the Name of Lower Tier Subcontracting, Office Address, E-mail address, contact number and contract information/type. During the evaluation or negotiation process, SIKA East reserves the right to request additional past performance information regarding a proposed lower tier subcontractor. Use the form provided in Appendix G.
 - **Note:** This section limits the number of tier of sub-award to two tiers below the awardee for all contracts. Offeror must disclose the name of any major lower tier subcontractor which is defined as a firm Offeror anticipates subcontracting out up to 30% of the works.
- 5. Appendix H: Company Details and Financial Capacity Form: The Offeror should complete this form, provide bank account information, being able to show and prove sufficient credit worthiness.
- **6. Appendix I: Proposal Checklist:** The Offeror is provided for their own use to check if all the documents are provided.

Offerors are <u>required</u> to examine all instructions and the specifications contained in this Request for Proposal. FAILURE TO DO SO MAY RESULT IN THE OFFER BEING CONSIDERED NON-RESPONSIVE

SECTION B - TYPE OF AWARD

The award will be a Firm Fixed Price Subcontract.

SECTION C - WORKS

C.1 General

This scope of work defines the requirements for <u>Poultry Training</u>. It establishes the basic understandings of the project requirements and the work shall be categorized as below. See Appendix A – Statement of Work

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C.2. English Language Requirement

All work plans, reports and other deliverables shall be provided in English. The sample of the training materials must be provided in English to SIKA-East. All training materials and other communications with trainees shall be in local language (Pashtu).

C.3. Variations

Notify in writing SIKA-East of variation from estimated quantities, qualities or any other issue and concerns raised by community or local authority. The Offeror must notify SIKA-East in writing of any variation occurring within the duration of the solicitation.

C.4 Provisions

The Offeror shall provide all superintendence, labor, materials, equipment and all other provisions, whether of a temporary or permanent nature, required to execute and complete the Work.

C.5 Period of performance

The Period of Performance will be <u>Forty Five (45) Calendar days upon awarding Subcontract.</u> The Period of Performance may be extended upon agreement between both parties and through written modification unless otherwise terms and conditions remain the same.

SECTION D - INSPECTION AND ACCEPTANCE

D.1 Workmanship, Quality Control, and Superintendence

The Offeror shall tender for acceptance only those items and services that conform to the requirements of this subcontract. SIKA-East reserves the right to inspect or test any supplies or services that have been tendered for acceptance. SIKA-East may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in subcontract price. SIKA-East must exercise its acceptance rights in writing-

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

If, within three days of receipt of such notice, the Offeror does not improve performance as determined by SIKA-East authorized representative, SIKA-East reserves the right to terminate this subcontract.

SECTION E – SPECIAL CONTRACT REQUIREMENTS

E.1. Executive Order on Terrorism Financing

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 Offeror to ensure compliance with these Executive Orders and laws.

E.2 Communications with USAID and Other Agencies

All of the Offeror's written or oral communications with or to USAID must be through or with the authorization of SIKA-East, which can be requested by contacting SIKA-East Grants, Subcontracts and Compliance Director or Chief of Party for this RFP.

SECTION F - EVALUATION CRITERIA

All proposals received in response to this RFP will be evaluated on Cost and Technical factors. The Subcontract shall be awarded to the firm who obtains the highest scores based on a combination of the following categories.

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1. The Minimum criteria and scorings are defined below.

Evaluation Criteria	Description	Score	Remarks
Strategic Fit (55 points)			
Technical Approach/Implementation Methodology (15 pts)	Description of technical approach to implementing the SOW. Details addressing the delivery of all products according to the deliverables schedule		
2. Monitoring and Evaluation Plan (10 pts)	An approach, how to involve community in the monitoring of the project		
3. Staff Planning/Technical Resources (20 pts)	Proposed staff is well trained and has qualification to deliver the training		
4. Marketing Strategy (10 pts)	How to link the recipients of the training with local market and how to undertake local market in regards to poultry products like eggs etc.		
Organizational Capabilities (25 points)			
1. No. of successful similar projects implemented in the past. (15 pts)	A profile of the organization including primary services, year created, and size.		
2. Experience in geographic region. (10 pts)	Details on experience in carrying out similar activities.		
Cost Competitiveness (20 points)			
1. Cost effectiveness i.e. costs are reasonable, allowable and allocable	Reasonable and appropriate cost compared to competing firms.		

Selection by Means of Lowest Price Technically Acceptable

SIKA EAST shall select for award based on technical and price considerations.

The technical evaluation factors and allocated points are presented in Section F and cost evaluation factors mentioned below in this RFP. The minimum threshold for Technical Acceptable is 60 points.

The Offeror should consider the following prior to submitting a proposal:

- Are proposed costs **reasonable** for the work to be performed under the award?
- Do the costs match the SoW requirements?
- Are the costs **consistent** with the various elements of the Offeror's technical proposal?

Cost Evaluation Criteria

Based on SIKA EAST Cost evaluation criteria the followings are included but not limited to:

- a) Competitiveness and Price Feasibility This indicates whether the Offeror can complete the proposed work at the given cost.
- b) Price Reasonable this shows whether the Offer's price falls within the range of market prices or that the submitted prices are reasonable.
- c) Offeror Financial Capacity this shows whether the Offeror has sufficient funds available to cover the initial costs required to mobilize to site and implement this project as well as the overall financial strength of their business.

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- The company's experience with projects of a similar or greater AFA value.
- A company's financial status and stability.
- Cash on hand to support a project start-up.
- Current assets and liabilities, income and expenses.
- The Offeror's plan to reallocate or increase resources to ensure successful implementation on the project in the event of award use table to explain.

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APPENDIX A: SCOPE OF WORK

(Poultry Training)

BACKGROUND

SIKA-East, an initiative led by the Ministry of Rural Rehabilitation and Development (MRRD) in partnership with the Independent Directorate of Local Governance (IDLG), is working on strengthening governance and service delivery to improve stability in 21 conflict-affected districts in five provinces of eastern Afghanistan: Logar, Khost, Logar, Maidan Wardak, and Paktya.

In its area of operation, SIKA-East conducts a wide-ranging stability-focused capacity building program for district entities, in particular District Development Assemblies (DDAs) and Community Development Councils (CDCs), to empower them to assume an increasingly more active role in SIKA-East and public administrative processes in general. The program enables district entities to define causes of instability, identify resiliencies and collectively find solutions, together with the constituents. As good governance is a basis for stability, SIKA-East works with existing authorities to encourage greater civic participation in decision-making, with emphasis on stronger coordination, strategic planning and resourcing processes.

In addition to the capacity building program, SIKA-East offers small grants as well as additional trainings in outreach, aiming at improving communication between government and local community leaders. The program aims to build and support competent and accountable district entities able to work with their constituents on improved services delivery.

ACTIVITY DESCRIPTION

The activity will assist women in four (4) Hawzas of Baraki Barak District of Logar Province to conduct training by female trainers to prepare household women for small flock poultry rearing. This project will fund the cost of both training and tool kit for each trainee. A total of approximately 15 classes will be conducted and 264 trainees will each receive the training and one tool kit. Each class will be 21 actual working training days in duration and the classes should be held concurrently (at the same time) to the greatest extent possible.

It is expected the period of performance for the vendor will not exceed 45 calendar days (total duration of the subcontract will be 45 calendar days/actual training 21 days).

The selection and number of trainees will be determined by the grantees DDA and/or CDC based on the developed selection criteria that would be presented to SIKA-East by grantees. In coordination with the DDA and/or CDC the training materials and tool kits will be donated to the trainees at the end of the project. A comprehensive training plan should be designed for the purpose of poultry training by the vendor and the conduction methodology should be clearly determined. The project will fund the cost of the training materials and tool kits required for the project. The project will also fund the transportation cost for the trainers as well as for the program staff (round trip).

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Each Tool Kit will contain the following items (also see technical description):

- 1. Layer birds¹, (Breed, Golden cross), age 16 weeks (20 layer birds, 18 hens and 2 cocks)
- 2. Pullets Grower feed (# 3) up to 18th week, (40 Kg)
- 3. Layer s feed (# 13) up to the end of production cycle (60 Kg)
- 4. Wire Mesh, galvanized (15 Meters)
- 5. Feeders, made of galvanized metal (3 pieces)
- 6. Drinkers, made of elastic plastic material (3 pieces)

Each Training Class will include the following items (also see technical description):

- a. Flip charts as role, two/class
- b. White board (80 x 120 m with stand), one/class
- c. White boards marker (erasable, original), (black, blue and green), 2 of each color/class
- d. Note books, 100 pages each, one/ trainee
- e. Training notes/day/ class
- f. Ball Point-Pen 3 / trainee
- g. Male Trainers (1/class)
- h. Refreshment (cookies, water or juice) for the trainees for 15 training days for each class

OBJECTIVES

In collaboration with local authorities, the main objective of this activity is to create job opportunities (direct and indirect) and increase income generation by enhancing technical skills of the locals through the development and implementation of skills trainings project identified by the community with technical support from SIKA-East technical team.

The training will take place in Baraki Barak District of Logar Province for the following Hawazas:

- Shah Mazar
- Padkhwab Roghani
- Baraki Barak
- Baraki Rajan

LOCATION & APPROXIMATE NUMBER of STUDENTS

Training will take place concurrently in Baraki Barak, Logar Province in up to 15 separate locations at the community/village level across four (4) Hawzas as described below. It is anticipated the community/village will provide the training venue and because training will take place at the village level, no transportation costs requested for students to be included. The vendor will provide all other materials and services. The actual location of each training venue within the identified Hawza will be specified prior to the start of training.

1. Shah Mazar Hawza

In Shah Mazar Hawza: 44 trainees; two (2) female trainers; two (2) classes = with 22 trainees per group/class; one (1) female trainer per class; 21 training days for each class; at one training location.

Note: All layer birds must have the appropriate vaccinations and free of disease 1st Week, ND+IB (New castle disease + infectious bronchitis + Merik,F disease), 2nd Week-IBD (Infectious bursal disease),3rd Week-IBD, 4th Week-IBD,5th Week -ND+IB (New castle disease + infectious bronchitis),6th Week-Fowl Pox, Day 90-ND, Day 100-IB, Day 130 -Fowl Pox, Day 150-ND+IB Killed vaccine before delivery.

Proof of vaccination is required from a licensed veterinarian clinic by Ministry of Agriculture, Irrigation and Livestock or from a farm deals in poultry farming

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Training Group (Class)	Class 1	Class 2	Total Training Days for Each Group/Class
Number of trainees Per Class	22	22	
Number of Required Female Trainers per Class	1	1	21

2. Padkhwab Roghani Hawza

In Padkhwab Roghani Hawza: 60 trainees; two (2) female trainers; two (2) classes = 30 trainees per class; one (1) female trainer per class; 21 training days for each class; at one (1) training location.

Training Group (Class)	Class 1	Class 2	Total Training Days
			for each Class
Number of Trainees Per Class	30	30	21
Number of Required Female Trainers per Class	1	1	

3. Baraki Barak Hawza

In Baraki Barak Hawza: 80 trainees; five (5) female trainers; five (5) classes = 20 trainees in one (1) class and then 60 trainees per four (4) classes = 15 trainees per class; one (1) female trainer per class; $\underline{21}$ training days per class; at one training location.

Training Group (Class)	Class 1	Class 2	Class 3	Class 4	Class 5	Total Training Days for Each Class
Number of Trainees per	20	15	15	15	15	21
Class						
Number of Required	1	1	1	1	1	
Female Trainers per						
Class						

4. Baraki Baraki Rajan Hawza

In Baraki Rajan Hawza: 80 trainees; five (5) female trainers; five (5) classes = 20 trainees in one classes and then 60 trainees per four (4) classes = 15 trainees per class; one (1) female trainer per class; $\underline{21}$ training days per class; at one (1) training location.

mig days per class, at one (1) training location.									
Training Group (Class)	Class 1	Class 2	Class 3	Class 4	Class 5	Total Days Class	Tra for	aining each	
Number of trainees per Class	20	15	15	15	15	21			
Number of Required Female Trainers per Class	1	1	1	1	1				

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DURATION

Each training class will be 21 actual working training days; five (5) days per week; and three (3) hours per day (from 2:00 PM to 5:00 PM). The trainings classes should be held concurrently (at the same time) to the greatest extent possible in order to complete the entire scope of work within 45 calendar days.

COMMUNITY CONTRIBUTION

- 1. In coordination with DDA, community will provide the training venue.
- 2. Transportation for the trainees to training sites for 21 actual working training days.

Vendor must work with the DDA/CDC and Community to coordinate and ensure this contribution.

Marketing Strategy: The fragile and informal business environment in Baraki Barak district of Logar province limits men/women's ability to market their products. Afghan markets remain embedded in traditional networks and social relations. The fragile and informal context influences the nature and scope of men/women's participation. Beyond the trainings provided by SIKA-East, the program would like to ensure that trainings lead to sustainable activities. Thus, another core objective of this activity will be to establish market linkages for men/women interested in taking these skills and applying them as an income generating project. SIKA East requests that all offerors include a strategy that addresses how to cultivate market linkages and encourage the sustainable nature of this work. Offerors are asked to include in their technical approach the method of how they will conduct basic analysis of issues impacting marketing, including (but not limited to):

- Marketing Products to local vendors, shops, families
- Training on interactions between those who produce poultry faming products like eggs etc. (family who received training) and retailers, traders and consumers (buyers)
- Responding to customer demands
- Presentation and production
- Quality

Offerors should include an approach of how marketing skills will be incorporated into the training for men/women and propose a description of materials/modules for marketing their products.

TECHNICAL REQUIREMENTS FROM THE VENDOR FOR THE TOOL KITS

- 1. Vendor Supply chickens and feed as requested in the Bill of Quantity
- 2. Vendor Deliver chickens to the training site and provide suitable carrying / transportation cages. Before delivery, please bring sample of cage to SIKA-East technical advisor for approval.
- 3. All chickens and feed must be procured from a certified source by the Ministry/Directorate of Agriculture, Irrigation and Livestock.
- 4. Feed ingredients should be according to feed formula and procured from a certified source by the Ministry/Directorate of Agriculture, Irrigation and Livestock. See (attachment A) for feed formula
- 5. Complete off-loading of chicken and materials in the training site and distribute to each student
- 6. Vendors replace any dead birds during delivery to the training site or during distribution.
- 7. Vendor responsible for transport of materials, equipment and trainers to the training site
- 8. All chickens must have the appropriate vaccination and be disease free before delivery. Proof of vaccination is required from licensed veterinarian clinic by Ministry of Agriculture, Irrigation and Livestock.
- 9. Vendor must guarantee a total of 20 (18 hens and 2 cocks). If too many cocks are supplied vendor must change them to hens
- 10. Vendor provides Price per tool kit.

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TECHNICAL REQUIREMENTS FROM THE VENDOR FOR THE TRAINING

- 1. Conduct intensive poultry training through subject-based classroom and practical work on a regular schedule each day.
- 2. Class room training will be conducted from 2:00 PM to 5:00 PM, Sunday through Thursday by female trainers for female trainees for the period of 21 training days for each class.
- 3. The poultry training is focused on keeping and rearing chickens for profit. The course will be delivered theoretically and practically training to the trainees (selection of proper location for chickens rearing, preparing proper nutrition and hygienic practices).
- 4. Drafted curriculum with emphasis on the profitability of poultry venture to be submitted to SIKA-East as part of proposal. Curriculum to be finalized and approved by SIKA-East technical officer prior to start of training classes.
- 5. Household women will attend the courses. The women will be divided into groups/classes ranging from 15 30 women per class (estimated above within this scope of work).
- 6. Female Trainers one (1) per class
- 7. Transportation of the materials and trainer to the training site for each class
- 8. At the conclusion of each training class, each student who completed training will receive a tool kit (described under tool kit)
- 9. The classes will be held in a selected training venue provided by Community/Village as their contribution. Vendor to coordinate with DDA, Community and SIKA-East to finalize venue locations for each class.
- Provide detailed final training outline/timeline before starting training to be approved by SIKA-East Technical officer.
- 11. Arrange formal grant opening and closing ceremony in close coordination with community, DDA and SIKA-East district team.
- 12. Provide training materials required during the training like field handbooks and charts.
- 13. Responsible to demonstrate through pre- and post- test change in knowledge of students.
- 14. Responsible for collection of daily attendance sheets of students. Daily attendance sheet forms to be provided by SIKA-East monitoring and evaluation unit.
- 15. Submit weekly progress report and submit final report.
- 16. Work in close coordination with community and SIKA-East team in the district and provincial level throughout the planning, training, and completion and close out.
- 17. Provide proposal price per student to be provided for training.
- 18. Provide refreshments (cookies, water or juice) each day for each student.

TIMELINE

- **Week-1**: Meeting with DDA, identify training site, official ceremony, registration of trainers and kickoff of training.
- **Week 2-5:** -Complete Initial market analysis of Poultry sector in Baraki Barak District -Conduction of training both theoretical and practical and completion of the training
- **Week-6:** Toolkits distribution to the trainees, close ceremony and presentation of findings to DDA of the key accomplishments of the training.

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DELIVERABLES

No	Deliverables	Verification Documents	Due Period	Payment %
1.	1. Meeting with Grantee and relevant government department at district level 2. Identification of Training venues 3. Identification of trainees in coordination with the community and CDC/DDA 4. Finalization of training schedule with grantee 5. Draft poultry rearing training manual and teaching materials 6. Procurement of poultry training toolkits 7. Facilitation of opening ceremony 8. Submit 1 st invoice for payment	 Provide meetings minutes and photos to SIKA-East Provide document to verify the community has contributed with the training venues and transportation of trainees to the training sites Receive complete list of trainees with phone number from community for each location/site along with the copy of Tazkira. Submission of training schedule for SIKA-East review Submit training material including manual to SIKA-East technical team for review and approval Provide opening and closing ceremony agenda, report and photos to SIKA-East 	End of Week 1	25%
2.	 Complete initial market analysis of poultry sector in Baraki Barak District. Conduction of training Submit 2nd invoice for payment 	 Submission of market survey and analysis report to SIKA-East. Provide weekly report to SIKA-East. The weekly report should outline following and should be submitted both in soft and hard copies by subcontractor: Subjects covered in the week, assessment of progress of the classes, and plans to provide remediation as necessary along with photos of the training session (if applicable) Trainees' attendance sheets. Reports should demonstrate an attendance rate of at least 90 percent, including 90 percent from each trainee. 	End of Week 2- 4	35%

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	1. Completion and closing of the	1. Provide Final report providing a		
	training	detailed summary of the activity, successes and lessons learned in hard		
	2. Distribution of training materials	and soft copy in English		
	and presentation of findings to	2. Provide training materials receipt list signed by every trainee.		
	DDA of key accomplishments	3. Certificates should be certified by		
	of poultry training.	DDA chairman, trainer and vendor. 4. Submit concept for marketing strategy		
3.	3. Completion Certificates	of poultry products, poultry farms	End of	40%
	4. Finalization of marketing	owners' linkage with market, sustainability of the training project	week 5	10 /0
	strategy based on the findings of	and how to organize these poultry		
	the conducted survey	rearing farmers under association forum so that they can work as group.		
	5. Submit 3 rd (last) invoice of	, , ,		
	payment			

Vendor's Key Personals Must Include:

- 1. Project Manager (Minimum two years of experience in project management)
- 2. Technical Specialist (Minimum one year of experience)
- 3. Trainers (Minimum one year of experience in conducting poultry trainings)
- 4. Logistic Officer (Minimum two years experience in Logistics or Procurement)

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APPENDIX B: GENERAL CONDITIONS AND FLOW DOWN CLAUSES

GENERAL CONDITIONS:

I. Bidders Eligibility Requirements

- 1. Eligibility: This request for proposal is open to all bidders who can meet the requirements proposed by SIKA-East.
- 2. Evidence of Eligibility: Bidders must provide adequate evidence of their eligibility satisfactory to SIKA-East program, such as but not limited to valid legal operation license, financial statement, etc.
- 3. Note: Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard Provision "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.
- 4. Declaration: Bidders must not be under a declaration of ineligibility for award of a contract or for corrupt or fraudulent practices issued by the U.S. Government or USAID.
- 5. Conflict of Interest: Bidders must not have a conflict of interest. Any bidder found to be in a conflict of interest will be disqualified.

II. Proposal Format

In order to be qualified for this procurement, all Offeror's are requested to provide the following information, and format their offering as follows:

- 1. Letter of transmittal, one page
- 2. Basic information on the proposal, one page, containing:
 - a. Brief description of the firm which illustrates overall product line and capabilities to meet the terms of the solicitation
 - b. Legal name of the firm, registered address and telephone number
 - c. "Remit to" mailing address if different from registered address
 - d. Name of authorized representative for this solicitation, with telephone number(s), mailing address and e-mail address
 - e. Exceptions to the Solicitation Any exceptions to the solicitation, statement of work and other requirements should be noted here
- 3. Technical Proposal a detailed description of the services to be offered according to the SOW and any information relevant to meeting the technical specifications stated.
- 4. Cost Proposal a detailed cost proposal in Afghanis or equivalent to US Dollars should be submitted using the preformatted format in Appendix E, including any additional cost items that the offeror wishes to propose.
- 5. Exceptions to the RFP –In accordance with FAR 52.211, variations in the quantity or specified type of any item called for in this RFP and described in your proposal will not be accepted Allowances in manufacturing processes must be approved in writing by SIKA-EAST's Director of Contracts. Any exceptions to the RFP should be noted by the Bidder here.
- 6. Completed Representations & Certifications as requested in Appendix J and confirmation of your willingness to comply with SIKA-East's standard Terms and Conditions from USAID (available upon request).

III. Technical Guidelines and Conditions

Bidders must comply with the conditions which apply to the providing of all service noted in the technical specifications. (*Appendix A*)

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IV. Offers/Proposals

SIKA-East would like to compare service and prices from all bidders and requires that RFP responses cover the same service. Thus, please complete the tables provided in Appendix E. Proposal are to be valid for ninety (90) calendar days under specific condition, include all taxes. Bidders must provide a disaggregated budget of all prices in the identified categories. SIKA-East will not accept lump-sum totals as responses to any categories.

V. Tax withholding

The Afghanistan Income Tax Law imposes an obligation upon all legal and natural persons to pay income tax. Whenever an Afghan contracting party agrees to provide goods or services in exchange for the payment of money, the party upon whom rests the obligation to pay is required by this Income Tax Law to withhold certain sums of money, and to pay over such withheld funds to the Ministry of Finance. In furtherance of that withholding obligation, clause 72 of this law requires the payer to deduct 'at the time of payment of any invoices' a 7% withholding tax if the contractor does not have a business license. The payer is required to deduct a 2% withholding tax from the contractor who has a business license. The withholding party must then transfer all withheld funds to the government's relevant account within ten (10) calendar days. The funds so remitted to the ministry will be credited toward the income tax liability of the contractor. SIKA-East, as the payer therefore requests all the contractors to attach a copy of their business license and other supporting documents to their proposals. Upon request, a bidder / contractor will be provided with a copy of chapter 11, clause 72 of the Afghanistan Income Tax Law.

VI. Destination

The Instruction for Packaging and minimum marks to be applied to each Shipping (if applicable)

Stability in Key Areas (SIKA) - East
CONSIGNEE: Stability in Key Areas (SIKA) - East
CONTACT: Stability in Key Areas (SIKA) – <u>grantsprocurementquestions@sikaEast.com</u>
DESTINATION: Logar Province, Afghanistan
EQUIPMENT NAME:
PURCHASE ORDER NO.:
SUPPLIER NAME:
PACKAGE NUMBER: OF
DIMENSIONS: L X W X H CM
GROSS NET WEIGHT:
NETT WEIGHT:
PORT OF ENTRY:
COUNTRY OF ORIGIN:

VII. Fixed Unit Pricing

SIKA-East expects bidder prices to cover all costs and expenses that will be incurred towards full delivery of services, including labor, materials, transportation, travel and other expenses. SIKA-East will only consider accepting price changes or additional charges beyond a bidder's proposal, if and only if SIKA-East modifies the proposal requirements in writing to all prospective bidders.

Bidders' cost must include any necessary customizations, or customization costs must be listed separately. Otherwise, SIKA-East will understand that there are no additional costs associated with those items. Bidders are encouraged to provide explanations/assumptions where necessary to help SIKA-East develop a better understanding of pricing.

VIII. Multiple Awards

SIKA-East may accept any item or group of items of a proposal, unless the Bidder qualifies the proposal by specific limitations. SIKA-East reserves the right to make an award on any item for a quantity less than the quantity proposed, at the unit prices proposed, unless the Bidder specifies otherwise in the proposal.

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Proposal will be evaluated on the basis of advantages and disadvantages to SIKA-East that may result from making more than one award (multiple awards).

IX. Terms of Payment

Payment terms for the awarded Agreement shall be net (30) calendar days after satisfactory completion of the work agreed upon and established in the resulting subcontract. Payment shall be made by SIKA - East via check or electronic funds transfer/bank wire. No advance payments will be provided.

SUBCONTRACT FLOW-DOWN CLAUSES:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

(End of clause)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

- (a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause—
- (1) Means any item of supply (including construction material) that is—
- (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
- (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
- (1) The name of the subcontractor.

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- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) *Subcontracts*. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

- (a) Definitions. As used in this clause—
- "Coercion" means-
- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.
- "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
- "Forced Labor" means knowingly providing or obtaining the labor or services of a person—
- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.
- "Involuntary servitude" includes a condition of servitude induced by means of—
- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.
- "Severe forms of trafficking in persons" means—
- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

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- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
- (b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall—
- (1) Notify its employees of—
- (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
- (1) Requiring the Contractor to remove a Contractor employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

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FAR 52.223 – 18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

- (a) Definitions. As used in this clause—"Driving"—
- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
 - (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.
- (c) The Contractor is encouraged to—
- (1) Adopt and enforce policies that ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treas.gov/offices/enforcement/ofac.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

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(End of clause)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

- (a) Definitions. As used in this clause—
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) <u>52.219-8</u>, Utilization of Small Business Concerns (Dec 2010) (<u>15 U.S.C. 637(d)(2</u>) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (ix) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. App. 1241</u> and <u>10 U.S.C. 2631</u>), if flow down is required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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(End of clause)

B. ADDITIONAL SIKA-EAST CLAUSES

In addition, the following SIKA-East clauses will appear in the contract, regarding Termination and Disputes. For the purpose of these clauses, "client" means USAID and AECOM, "contractor" means SIKA-East, and "subcontractor" means the awardee of the contract resulting from this RFP.

The Client may terminate the Contract for any reason. This includes a situation attributable to the acts or omissions of the Contractor. In such an event, the Subcontractor shall be deemed terminated for all Services herein, which remains unexecuted by Subcontractor. The Subcontractor shall be entitled to be paid for all Services done, all goods purchased and all reimbursable expenditures justifiably incurred for the Services up until the time of termination, and for the corresponding payments traceable for that Services and those funds received by Contractor from the Client.

Should circumstances occur which are beyond the reasonable control and without the fault or negligence of the Subcontractor, such as a change in the conditions under which the Services is to be performed, caused by Acts of God or the public enemy, fire, floods, epidemics, unusually severe weather, or an increase in the Scope of Services, the Subcontractor shall within twenty-four (24) hours of the commencement of any such delay, give to the Contractor written notice thereof and within five (5) calendar days of the commencement of the delay, provide to the Contractor the anticipated impact of the delay on the performance of the Services. Failure to give either of the above notices shall be sufficient grounds for denial of an extension of time or additional costs.

The Contractor shall have the option to terminate this Agreement in the following cases:

- a) If Contractor terminates the Client Contract.
- b) If Subcontractor has subcontracted, yielded or shared any part of the services described under the Contract without written authorization of Contractor.
- c) If Subcontractor fails to provide or is late in providing certificates of insurance after a demand in writing for the same, or if Contractor receives notice of the cancellation of any insurance coverage required by the Subcontractor hereunder
- d) If there are substantial faults or delays in the execution of the Services or unsatisfactory performance of the Services due to the default of the Subcontractor.
- e) If Subcontractor ceases doing business, commits an act of bankruptcy, or makes an assignment for the benefit of creditors or takes benefit of any insolvency act, or if a receiver or trustee shall be appointed for it or, more generally, in any case where the financial or technical position of Subcontractor is modified in such a way as in Contractor's reasonable judgment impairs its financial responsibility or its ability to perform the nature or scope of the Services entrusted to it hereunder.
- f) If Subcontractor conducts itself in an unprofessional manner in the execution of the Services entrusted to it, or makes any unauthorized disclosure of information relating to this Agreement or the Client Contract, or if it fails to fulfill its obligations under the Subcontract, fails to make progress, or manifests its intention not to fulfill the Contract.
- g) For the convenience of the Contractor.
- h) At the specific request of the Client.

Termination of the Subcontract shall be effected by written notice to the Subcontractor. In the event termination is due to action or fault of the Subcontractor, the Contractor may hold it liable for reimbursement for expenses incurred due to the said action or fault, any damage

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of any kind to the works due to said action or fault, and any penalties, damages or interest which are incurred by the Contractor as a result of said action or fault. The reimbursements set forth above may be deducted from any sums due to the Subcontractor, and the Subcontractor shall promptly pay any deficiencies. Upon termination of the Subcontract, Subcontractor shall, with all speed, remove its personnel and/or equipment from the site when so ordered by the Contractor.

C. ARBITRATION

Any dispute or disagreement which cannot be resolved by the parties and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement, or the breach thereof, or otherwise arising from the Project including without limitation, a determination as to whether a particular matter shall be arbitrable, shall be settled under the rules of the American Arbitration Association. Arbitration proceedings shall be held in the U.S.A. or such other place as is mutually acceptable to both parties. The award in any arbitration proceeding shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the parties.

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States of America. The Subcontractor acknowledges and agrees that it is subject to the in person am jurisdiction of the State and Federal Courts of Maryland. Any action or proceeding under or in connection with this Agreement or any of the Contract documents which by the nature of its subject matter cannot be settled through arbitration pursuant to the preceding paragraph hereof, shall be brought in any state court in Maryland. The Subcontractor hereby waives any and all rights to seek a change of venue based upon forum non convenience or any other procedural theory.

Should either party request arbitration or bring suit in court against the other party in connection with any dispute or matter pertaining to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, in addition to any other relief granted by the arbitrator or court.

Should either party request arbitration or bring suit in court against the other party in connection with any dispute or matter pertaining to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, in addition to any other relief granted by the arbitrator or court.

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APPENDIX C: PROPOSAL COVER LETTER

Logar, Afghanistan Date:

TO: SIKA-East
Project Title: Poultry Training
Dear Sir/Madam,
We, the undersigned, offer to undertake Poultry Training in accordance with your Request for Proposal dated August 04, 2014 and our Proposal (Technical and Financial). Our attached Proposal is for the sum of
Our proposal shall be binding upon us subject to the modifications resulting from subcontract negotiations, up to expiration of the validity period of the proposal is for ninety (90) calendar days.
Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and subcontract execution, if we are awarded the subcontract, are listed below:
We understand you are not bound to accept any Proposal you receive.
Sincerely yours,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

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APPENDIX D: SUMMARY OF RELEVANT CAPABILITY AND EXPERIENCE

Include projects that best illustrate your experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past five years may be taken into consideration at the discretion of the evaluation panel.

The **largest** five projects undertaken should be described in greater detail in Appendix D.

No	Project Title	Description of Activities	Location Province/District	Client Name/Tel No	Cost in US\$	Start- End Dates	Completed on schedule (Yes/No)	Subcontract or or Prime Contractor?
1								
2								
3								
4								
5								

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Bill of Quantity for Tool Kits:

Hawzas: Shah Mazar, Padkhwab, Baraki Barak and Baraki Barak Rajan

District: Baraki Barak

Province: Logar

Project purpose: Poultry Training

Instruction to Vendor: Enter the Unit and Total Cost for each line item. Enter tax of 2% or 7%,

whichever is applicable. Include total cost

Line Item	Unit	Quantity Required	Unit Cost AFA	Total Cost AFA	Remarks
Layer birds of Golden Cross breed, 20					
Chicken per trainee (18 hens,2 cocks), 20	Pc				
layer birds \times 264 trainees = 5280 layer birds		5,280			
Pullet grower feed, (#3), 40 kg per trainee, 40 kg feed x 264 trainees=10560 kg	Kg	10,560			
Layer feed, (#13), 60 kg per trainee, 60 kg feed x 264 trainees = 15840 kg	Kg	15,840			
Wire mesh, galvanized, 15 meters per					
trainee, 264 trainees x 15 meters = 3960	meter				
meters		3,960			
Feeders, made of galvanized metal, 3 pieces					
per trainee, 264 trainees x 3 feeders = 792	Pc				
Feeders		792			
Drinkers, made of elastic plastic, 3 pieces					
per trainee, 264 trainees x 3 Drinkers = 792	Pc				
drinkers		792			
	To	tal Per Tool	Kit in AFA		
	То	tal Number	of Tool kits		
	V	ithholding '	Tax in AFA		
Grand Total in AFA					

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APPENDIX E: BID PRICE/COST PROPOSAL

Bill of Quantity for Materials:

Hawzas: Shah Mazar, Padkhwab, Baraki Barak and Baraki Barak Rajan

District: Baraki Barak

Province: Logar

Project purpose: Poultry Training

Instruction to Offeror: Enter the Unit and Total Cost for each line item. Enter tax of 2% or 7%,

whichever is applicable. Include total cost

Line Item	Unit	Quantity Per Trainee	Quantity Required	Unit Cost AFA	Total Cost AFA	Remarks
Flip charts as role, two/class, 14 classes x 2 Flip Charts = 28 charts	Pc		28			
White board (80 x 120 m with stand), one/class, 14 classes x 1 white board = 14 White boards	Pc		14			
White boards marker (erasable, original), (black, blue and green), 2 of each color/class, 14 classes x 2 makers x 3 colors = 12 markers of three colors	Pc		84			
Note books, 100 pages each, one/ trainee, 264 trainess x 1 notebook =264 notebooks	Pc		264			
Training notes/day/ class	Each		1			
Ball Point-Pen 3 / trainee, 264 trainees x 3 pens = 528	Pc		528			
_		Total	per Tool Ki	t in AFA		
		Total	Number of T	Tool Kits		
	Withholding Tax in AFA					
	Grand Total in AFA					

Vendor will supply and charge fees only the number of tool kits provided.

Request For Proposal No: SE0814-060

Bill of Quantity for Trainings:

Village: Shah Mazar, Padkhwab, Baraki Barak and Baraki Barak Rajan

District: Baraki Barak

Province: Logar

Project purpose: Agriculture Produce (Fruits) Processing into Jam

Instruction to Vendor: Enter the Unit Cost (Price Per Person/Trainee) as well as total cost for each Hawza. Include

tax of 2% or 7%, whichever is applicable. Include total cost for all Hawzas.

Training Location	Unit	Approximate Number of Units	Unit Cost Afs	Total Cost Afs	Remarks
Shah Mazar Hawza	Person	44			
Padhkwab Roghani	Person				
Hawza		60			
Baraki Barak Hawza	Person	80			
Baraki Rajan Hawza	Person	80			
Withholding Tax in AFA					
Grand Total in AFA					

The vendor may only invoice or be paid per person.

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APPENDIX F: STAFFING PLAN

Will you hire the following key staff with the required qualifications? Check Yes or No?

POSITION	NUMBER OF POSITION(S)	NAME	REQUIRED QUALIFICATIONS	YES	NO	REMAKRS
Project Manager	1		Minimum two years of experience in project management			
Technical Specialist	1		Minimum one year of experience			
Logistic Officer	1		Minimum two years experience in Logistics or Procurement			
Female Trainer	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Minimum two year of experience in conducting poultry trainings			
Cleaner	1		with minimum two years experience in relevant field			
Guard	1		with minimum two years experience in security services			

Additional Instructions:

Submit their CV's along with the proposal.

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APPENDIX G: LOWER TIER SUBCONTRACTING PLAN

List below the lower tier subcontractors you plan to use on the subcontract. Offerors are reminded that they cannot assign the work to lower tier subcontractors without SIKA-East approval.

NAME OF THE LOWER TIER SUBCONTRACTOR(S)	WHERE IS THE LOWER TIER SUBCONTRACTOR'S HEADQUARTERS?	% OF PROPOSED SUBCONTRACT COST THAT WILL GO TO THE LOWER TIER SUBCONTRACTOR	WHAT ASPECTS OF THE WORK WILL THE LOWER TIER SUBCONTRACTOR BE RESPONSIBLE FOR?

Note: SIKA-East reserves the right to disapprove the use of lower-tier subcontractors

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APPENDIX H: COMPANY DETAILS & FINANCIAL CAPACITY

Indicate whether examination is:		
Indicate whether organization is:	_	
Sole Trader		Not for profit
Partnership		Please check appropriate box
Limited Liability Company		
If a Partnership, list details of	all current partı	ners
Full Name		Address
II		
How many years have your organi	zation been in b	usiness under:
(a) Its present name?		
(b) A former name?		
In what other types of business	are you financia	ally engaged?
1.		
2.		
3.		

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APPENDIX I: SIKA-EAST PROPOSAL CHECKLIST

(Please check all that apply and include this page in the sealed envelope with the proposal)

Offer	Poultry Training or:
Have	you?
Copy b	Submitted your technical and financial proposal to SIKA-EAST either a soft copy as electronic by e-mail or a hard copy in sealed envelope by the required deadline?
Does y	your proposal include the following?
	Cover Letter (use template in Appendix C)
	Summary of Relevant Experience (use form in Appendix D
	Certificates of Final Completion for the five projects in Appendix D {no template provided}
	Other Past Performance References (include letters from clients verifying the quality of the work)
	Priced Unit Rates (use examples in Appendix E)
	Staffing Plan (use template in Appendix F)
and Fe	Required Qualifications and/or CV's for Project Manager, Technical Specialist, Logistic Officer, emale Trainers
	Lower Tier Subcontracting Plan (use template in Appendix G)
	Company Details and Financial Capacity (use template in Appendix H) and on additional sheets as required
	Bidder Representation and Certifications (use template in Appendix I)

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APPENDIX J: BIDDER REPRESENTATIONS AND CERTIFICATIONS

	offeror re	ational Conflict of Interest Representation presents, to the best of its knowledge and belief, that this award: does not [] involve an organizational conflict of interest.
Plea	se see FA	R 52.209-8 for further explanation.
•	Source a	and Componentry of Goods and Commodities
(i)	This is	to certify that the Bidder is:
		an individual who is a citizen or legal resident of
		a corporation of partnership organized under the laws of
		a controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
		a joint venture or incorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe separately the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the percentage (%) of voting power of the corporations.
(ii)		to certify that the Source (the country from which a commodity is to be shipped from) of ipment to be supplied under this Order is:
		Name of country or countries
(iii)	contain World	rther certifies that the Equipment to be provided by Vendor under this Order does not any Components originating in any of the U.S. State Department's list of Non-Free countries (Cuba, Iran, Iraq, North Korea, and Syria). The Componentry of the Equipment applied under this Order will originate in:
		Name of country or countries
		fication Regarding Debarment, Suspension, Proposed Debarment and Other onsibility Matters (FAR 52.209-5)
The	<i>Vendor</i> ce	rtifies, to the best of their knowledge and belief, that:
The '	Vendor an	d/or any of its Principals:

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are □ are not □	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any US Federal Government agency;
have □ have not □	within the three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
are □ are not □	presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision $(a)(1)(i)(B)$ of this provision.
	has not \square within the past three years, relative to tax, labor and employment, ast, or consumer protection laws:
 been convicted of pending against the 	f a Federal or state felony (or has any Federal or state felony indictments currently hem); or
 had a Federal cou 	art judgment in a civil case brought by the United States rendered against them; or
 had an adverse de willful violation of 	ecision by a Federal administrative law judge, board, or commission indicating a of the law.
If the Vendor has resp by the Contracting Of	bonded affirmatively, the Vendor shall provide additional information if requested ficer; and
	as not \square , within a three-year period preceding this certification, had one or more for default by any U.S. Federal Government agency.
_	the purposes of this certification, means officers; directors; owners; partners; and,

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

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

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

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

By signing below, the Bidder certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature:	Date:	
Name of and title of authorized signature:		

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APPENDIX K: BIDDER'S BASIC INFORMATION

Bidders must fill below charts:

Name of Company	
Type of Legal Operation	
Legal Operation License Number	
License Expiry Date	
Authorized Dealer name	
National ID or Passport Number	
Contact Number	
Email Address	
Mailing Address	

Submit a copy of your valid legal business license.

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APPENDIX L: DETAILED BUDGET BREAKDOWN

The Offerors may use below chart as a reference to establish unit costs in Appendix E.

Line Item	Unit	Qty	Remarks
Personnel			
Project Manager (1 x 35 days)	Person/day	35	
Technical Specialist (1 x 35 days)	Person/day	35	
Female Trainers (1 trainer per class X 14 classes X 21 days =294 days)	Person/day	294	
Logistic Officer (1 x 30 days)	Person/day	30	
Cleaner (1 per location x 4 locations x 21 days = 120 days)	Person/day	84	
Guard (1 per location x 4 locations x 21 days =84 days)	Person/day	84	
Tool Kit	·		
Layer birds of Golden Cross breed, 20 Chicken per trainee (18 hens,2 cocks), 20 layer birds x 264 trainees = 5280 layer birds	Pieces	5,280	
Pullet grower feed, (#3), 40 kg per trainee, 40 kg feed x 264 trainees=10560 kg	Kg	10,560	
Layer feed, (#13), 60 kg per trainee, 60 kg feed x 264 trainees = 15840 kg	Kg	15,840	
Wire mesh, galvanized, 15 meters per trainee, 264 trainees x 15 meters = 3960 meters	meter	3,960	
Feeders, made of galvanized metal, 3 pieces per trainee, 264 trainees x 3 feeders = 792 Feeders	Pcs	792	
Drinkers, made of elastic plastic, 3 pieces per trainee, 264 trainees x 3 Drinkers = 792 drinkers	Pcs	792	
Training Materials			
Flip charts as role, two/class, 14 classes x 2 Flip Charts = 28 charts	Pc	28	
White board (80 x 120 m with stand), one/class, 14 classes x 1white board = 14 White boards	Pc	14	
White boards marker (erasable, original), (black, blue and green), 2 of each color/class, 14 classes x 2 makers x 3 colors = 12 markers of three colors	Pc	84	
Note books, 100 pages each, one/ trainee, 264 trainess x 1 notebook =264 notebooks	Pc	264	
Training notes/day/ class	Each	1	
Ball Point-Pen 3 / trainee, 264 trainees x 3 pens = 528	Pc	528	
Travel & Transportation			
Transportation of Equipment and materials to 4 trainings sites (round trip)	Each	4	

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Transportation (Round Trip) of trainers to 4 different trainings sites for 21 training days	Each	84	
Transportation (Round Trip) of program staff 17 staff for 21 training days	Each	357	
Communication			
Communications - Phone cards for program staff and trainers [1 card \$10 per trainer X 14 = \$140] [4 cards \$10 for project manager = \$40] [2 card \$10 Technical Specialist = \$20, [2 Card 10\$ logistic officer = \$20]	Each	22	
Internet facility for one month	Each	1	
Stationary			
Printing misc Training Materials and Program Reports (14 classes)	Each	14	
Training			
Refreshment for 278 (264trainees and 14 trainers) x 21 training days = 5838), one refreshment per trainee and trainer each day) (Cookies + Water or Juice)	Each	5838	
Completion certificate (1 per trainee x $264 = 264$)	Each	264	
Completion/closing ceremoney	Each	1	
Vendors administrative cost 5% total project budget	Once	1	

Appendix M Contractor Employee Biographical Data Sheet

OMB Control No. 0412-0520; Expiration Date: 02/28/2014

CONT	RACTOR EN	IPLOYEE B	IOGRAP	HICAL DATA S		o, Expiration Da	0. 02/202014		
			2. Contractor's Name						
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position	5. Position Under Contract				
			6. Proposed Salary		7. Duration	7. Duration of Assignment			
8. Telephone Number (include area code)	9. Place of Birt	h	10. Citizer	nship (<i>If non-U.S. citi</i>	ten, give visa status)				
11. Names, Ages, and Relationship of Deper	I Indents to Accomp	any Individual	to Country	of Assignment					
12. EDUCATION (include all college or univ	ersity denrees)			13. LANGUAGE I	PROFICIENCY	l (see Instructio	n on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	one 1 2 Access the transfer for the		Proficiency	Proficiency		
			30.00	Pashto		Speaking 5/S	Reading 5/R		
				Dari		5/S	5/R		
				English		3 <i>I</i> S	3/R		
14. EMPLOYMENT HISTORY	i:	1							
Salary definition — basic periodic payments, oversextra or overtime work payments, oversextra or overtime. POSITION TITLE	EMPLOYER'S POINT OF CON	r quarters, cos NAME AND AI	ost of living or dependent educ ADDRESS Dates of l		n allowances.	(Y) An	nual Salary Dollars		
15. SPECIFIC CONSULTANT SERVICES (give last three (3,) years)					Ĩ.		
SERVICES PERFORMED	EMPLOYER'S POINT OF COM			Dates of Employm From	nent <i>(MVD</i> YY) To	Days at Rate	Daily Rate In Dollars		
16. CERTIFICATION: To the best of my Signature of Employee	knowledge, the	above facts a	s stated an	e true and correct.	Date				
17. CONTRACTOR'S CERTIFICATION (70	be signed by res	pansible repres	sentative of	Contractor)					
Contractor certifies in submitting this form the contained in this form. Contractor understanthis contract. The making of certifications the appropriate remedial action by USAID, taking prosecution.	ds that USAID ma at are false, fictitio	ay rely on the s ous, or fraudule	accuracy of ant, or that a	such information in r ire based on inadequ	negotiating and uately verified i ranging from r	l reimbursing pe nformation, ma	rsonnel under y result in		
Signature of Contractor's Representative					Date	Date			

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INSTRUCTION

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

- Limited working proficiency
 - S Able to satisfy routine special demands and limited work requirements.
 - R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.
- General professional proficiency
 - S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.
 - R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.
- 4. Advanced professional proficiency
 - S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.
 - R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.
- 5. Functional native proficiency
 - S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.
 - R Reading proficiency is functionally equivalent to that of the well-educated native reader.

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

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