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J.E. Austin Associates, Inc.

Expression of Interest Deadline: 5/5/2022, 9 AM GMT

Questions Deadline: 5/5/2022, 9 AM GMT

Proposal Deadline: 5/23/2022, 9 AM GMT

Request for Proposals

USAID BFG RFP 2022-04-3

For the Provision of

Research: Bicycle sector in Ghana

Project:

USAID Bicycles for Growth

Contracting Entity:

J.E. Austin Associates, Inc.
3033 Wilson Boulevard, Suite 714
Arlington, VA 22201

Funded by:

United States Agency for International Development (USAID)

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Request for Proposals

J.E. Austin Associates, Inc. (JAA). (“the Contractor”) acting on behalf of the United States Agency for International Development (USAID) as implementer of the USAID Bicycles for Growth (BFG) Project, is soliciting offers from qualified, legally registered Ghanaian non-profit or for-profit companies and organizations of all types, and non-governmental organizations (NGOs), to submit proposals to conduct *Research on the Bicycle Sector in Ghana*.

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

- Section 1 – Funding Opportunity Description, Scope of Work
- Section 2 – Detailed Instructions
- Section 3 – Proposal Submission and Preparation Information
- Section 4 – Evaluation and Award Information
- Section 5 – Administration Information
- Section 6 – Annexes

JAA is soliciting proposals from qualified offerors to provide the services described in “Section 1 – Funding Opportunity Description, Scope of Work” of this request for proposals (RFP). The successful bidder will be responsible for ensuring achievement of specified deliverables.

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

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

Subcontract Award: JAA intends to award one Firm Fixed Price subcontract up to the amount of USD \$22,000. All tasks should be completed no later than 3 months after the award of the subcontract. Under a Firm Fixed Price subcontract, all payments will be fixed-sum, payable upon completion of deliverables. Deliverables, payment amounts, and dates will be defined in detail during negotiations to enter into a subcontract.

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

Submission and deadline of proposals: Offerors are responsible for ensuring that their signed technical and cost proposals are received in accordance with the instructions stated in this RFP and received no later than the closing time and date. JAA cannot guarantee that late offers will be considered. Offerors must submit their offers electronically via e-mail to Ms. Kylie Grow, Project Manager, at kgrow@jeaustin.com. Offers must be received by **5/23/2022 by 9 AM GMT**. Please include “*Submission-[Offeror/Entity Name]-USAID BFG RFP 2022-04-3*” in the e-mail subject line.

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

Written Expression of Interest: All eligible firms/organizations intending to submit a proposal in response to this RFP are strongly encouraged to submit an expression of interest to kgrow@jeaustin.com by **5/5/2022 by 9 AM GMT**. The expression of interest is only a basic e-mail indicating the organization's name and intent to apply by the published deadline. Please include "*Expression of Interest–[Offeror/Entity Name]–USAID BFG RFP 2022-04-3*" in the e-mail subject line.

Questions: Upon receipt of this RFP, Offerors should carefully review the entire document. All firms interested in responding to this RFP should submit any questions/requests for clarifications, in writing via email to kgrow@jeaustin.com **5/5/2022 by 9 AM GMT**. No questions will be accepted after this date and time. Please include "*Questions–[Offeror/Entity Name]–USAID BFG RFP 2022-04-3*" in the e-mail subject line. Answers to questions and clarifications will be sent by **5/10/2022** to all recipients of the RFP and all who provide questions and a return email. Answers to questions will also be posted on the websites where the RFP was publicly posted.

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

Section 1 – Funding Opportunity Description, Scope of Work

1.1 Background

The United States Agency for International Development (USAID) has awarded a contract to J.E. Austin Associates, Inc., (JAA) for the USAID Bicycles for Growth (BFG) Project. JAA implements the project in collaboration with World Bicycle Relief (WBR), and with local partners. The purpose of the BFG Project is employing a market systems approach to identify tools, approaches, partnerships, and incentives that may successfully improve sustainable access to and uptake of appropriate, affordable bicycles in sub-Saharan Africa, thereby increasing mobility, particularly in rural areas, and aid in alleviating poverty. The project seeks to research, design, develop, test, pilot, generate new evidence, and validate existing theories to support improving availability, reliability and affordability of fit-for-purpose bicycles that meet the needs and preferences of men, women, boys, and girls.

The project will help develop market systems that will deliver sustainable access to and uptake of appropriate, affordable bicycles in sub-Saharan Africa, to help catalyze inclusive economic growth and alleviate poverty in rural areas, especially for women and girls.

BFG will research and analyze the supply, demand, and supporting systems for bicycles in five sub-Saharan countries (Ghana, Malawi, Rwanda, Uganda, Ghana). The project will accomplish this by (1) building on the growing body of work on the barriers to bicycle uptake and (2) conducting a market analysis/needs assessment of current challenges to bicycle supply and demand in a variety of locations. These analyses will provide a basis for comparison, with a focus on rural areas with varying social, economic, cultural, and geographic characteristics. This research will inform the design and conduct of scalable pilot projects in four to six localities (district level or smaller) across two of these countries, with the goal of reducing barriers to increased bicycle supply and uptake.

BFG will gather secondary data from existing literature and other sources, and then conduct primary field research using a combination of observation, surveys, key informant interviews, and focus group discussions in targeted locations.

The assessments will provide detailed findings that USAID, research partners, host country governments, other donors, bicycle suppliers and others in the market system, civil society organizations, and citizens, can apply to increase bicycle availability and use. These findings will include detailed analysis of bicycle use in the five countries, particularly in rural areas. USAID missions, other donors, host governments, and the private sector will use the assessments to increase impact and cost effectiveness of economic growth, agriculture, health, and education programming. Further, the assessments will provide a roadmap to a sustainable bicycle market system and will identify potential coalitions of stakeholders who will continue to advocate for improved bicycle supply, demand, and government support for bicycling.

1.2 Scope of Work

The purpose of this RFP is to solicit applications to support the BFG Project in the above assessment in Ghana. The BFG Project will conduct a market system assessment that examines current challenges to bicycle supply and demand in targeted locations in Ghana to develop market systems that will deliver sustainable access to and uptake of appropriate, affordable bicycles. The Project will conduct field research in Ghana to inform the assessment, partly through the subcontract that is the subject of this document.

The primary activity of the subcontractor will be to conduct stakeholder interviews, facilitate focus group discussions, and obtain quantitative data through a survey effort in targeted regions in Ghana. The districts of implementation will be co-determined by the BFG technical team with inputs from the subcontractor.

The subcontractor will also assist in other research activities, including assisting the project team in identifying respondent sources, assisting in piloting and refinement of the data collection instruments, and contributing to analysis and a Market System Assessment Report. The details of these contributions and activities are further outlined below.

Activities should be implemented in a safe manner consistent with current World Health Organization technical guidance. The subcontractor should maintain awareness of COVID-19 transmission levels in the operational environment and act in accordance with global, national, and local public health measures. All data collection will be in-person (when possible) and must be safely conducted in compliance with COVID-19 risk mitigation protocols applicable in Ghana and consistent with [USAID's guidance and information](#).

The successful applicant will participate in the following process prior to research:

1. ***Submission of Necessary Permit Applications.*** BFG intends to apply for survey permits and/or other mandatory ethical approvals (e.g., institutional review board (IRB) approval) pursuant to Ghanaian requirements for work of this nature. The Subcontractor will support the application, including assisting in the application pack assembly process and submitting the pack to the appropriate authorities. The Subcontractor may be responsible for related costs, including approximate supervisory LOE, and application fees. These costs should not be included in the Subcontractor's proposal budget but will be added to the Subcontractor budget at negotiations in the event that such costs are to be paid by the Subcontractor.

The successful applicant will conduct research to support the following aspects of the assessment:

1. ***Translate Data Collection Instruments.*** BFG will develop a series of context-specific data collection instruments that will balance the need for robust and diverse data and information collection with cost efficiency and respectful interview and time constraints. The subcontractor will work with BFG's technical team and the Ghana Assessment Manager, as necessary, to provide appropriate translation for all necessary research instruments into relevant local languages as part of the study preparation phase. Instruments include a survey (approximately 75 questions) and guides for interviews and focus groups.
2. ***Conduct Stakeholder Interviews.*** Conduct 24 in-person key informant interviews (KIIs) with stakeholders such as bicycle suppliers, government officials, and bicycle-based businesses representing different elements of the bicycle market system in Ghana utilizing instruments developed by BFG. The subcontractor will work with BFG to refine the list of target respondents for KIIs. The subcontractor will provide detailed notes in English for each KII. The structure and required content of detailed notes will be determined during negotiation. Interviewers will receive training from BFG on project concepts and approaches during the launch of the engagement.

3. **Conduct Focus Group Discussions.** Conduct eight (8) focus group discussions (FGDs) utilizing guidance/tools developed by BFG. The subcontractor will work with BFG to develop a list of target respondents such as bicycle users and supply chain participants for FGDs. The subcontractor will record and transcribe (into English) the results of FGDs and present a synthesis report with key and overarching findings from the FGDs.
4. **Conduct a Quantitative Survey.** Administer 350 quantitative paper-based surveys¹ (estimated to take approximately 30 to 45 minutes each) utilizing an instrument developed by BFG. The research partner will be responsible for coding collected survey data into an appropriate electronic format for analysis (e.g., Excel). The subcontractor will hire, train, pilot and manage an enumerator team to collect survey respondents in an anticipated five locations (see table below). The subcontractor will manage data quality in line with USAID standards.
5. **Data Validation.** Following initial field research, the subcontractor will work with the BFG project team to validate findings.
6. **Assist Analysis and Market System Report Drafting.** BFG will conduct analysis of data generated during this phase. Analysis will consider the full market system for bicycles in Ghana. As part of this, BFG will conduct a gap analysis, comparing the various facets of the current market system against expected or optimal performance for functionality. The Subcontractor will assist the BFG team by providing initial analytical inputs corresponding to sections of the market system assessment report outline provided by BFG, namely supply, demand, and supporting systems. Analysis will draw from the data collected to describe key dynamics of the bicycle market system. The Project estimates that this will be five (5) days of work for the Subcontractor.

Geographic Locations of Fieldwork

The subcontractor is expected to collect data in five peri-urban and/or rural districts. The Offeror is invited to propose the specific target districts in its proposal and must include a detailed justification for the selection of each district. District selection criteria include but are not limited to: user demographics; interest of local stakeholders; bicycle distribution available; transport alternatives and geography; and, cycling culture/perceptions and gender norms.

Potential sites may include, but are not limited to, the following illustrative locations: Accra Metropolitan District (Greater Accra Region); 1-2 peri-urban and/or rural districts in the Volta Region; Tamale Metropolis (Northern Region); Upper Denkyira West District or Cape Coast Metropolis (Central Region); Kumasi Metropolitan (Ashanti Region). Pre-test of the survey will be conducted in the capital, as indicated in the table below. Final geographic locations will be determined by JAA.

¹ Should the bidder prefer electronic surveys, please explain why this is a better method for this project and include any additional costs in the cost proposal.

The following table provides the data collection allocation detailed in the points above; Offerors should propose target districts for locations 2 through 5:

District	KIIs	FGDs	Surveys
Accra Metropolitan	4	0	30 (pre-test)
Location 2 (TBD; Volta Region)	5	2	80
Location 3 (TBD; Northern Region)	5	2	80
Location 4 (TBD; Central Region)	5	2	80
Location 5 (TBD; Ashanti Region)	5	2	80
Total Observation	24	8	350

1.3 Illustrative Fieldwork Timeline

Fieldwork in each proposed district should be sequenced according to the following illustrative timeline; Offerors should propose the sequence based on districts proposed:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
N/A	Accra (pre-test)	Accra (debrief)	Accra	Accra	Off	Data collection (Location TBD)
Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13
Data collection (Location TBD)	Data collection (Location TBD)	Rest	Data collection (Location TBD)	Data collection (Location TBD)	Data collection (Location TBD)	Data collection (Location TBD)
Day 14	Day 15	Day 16	Day 17	Day 18	Day 19	
Data collection (Location TBD)	Rest	Data collection (Location TBD)	Data collection (Location TBD)	Rest	Accra (debrief)	N/A

N/A: Not applicable

TBD: To be determined

1.4 Staffing

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

1. Key Expert (Subcontractor Technical Lead)

The Key Expert, or Subcontractor Technical Lead, is a key senior technical leadership position that is also responsible for managing the research project. She/he will lead planning for and oversee conducting of KIIs and FGDs as well as all other aspects of the subcontractor's scope of work as described above. He/she will manage the relationship with the BFG Project and the other project partners, ensure adherence to the agreed activity schedule, and report regularly to

BFG. The Key Expert will coordinate with and report to the JAA Assessment Technical Manager to conduct the contracted work.

Desired qualifications: Advanced degree in statistics, economics, or other relevant social science, with extensive experience in research, having undertaken a minimum of two similar assignments.

Note: The Offeror can propose to split this into two key positions, but should provide the rationale for this, including the unique qualifications that each key expert provides.

2. Non-key Expert(s)

Non-key Experts will assist the Key Expert in the research. The Offeror should propose a staffing model that provides researchers, facilitators, and/or other staff with the expertise, experience, and language skills necessary to accomplish the scope of work. The offeror should also specify the number of enumerators it intends to deploy and the gender breakout of the proposed team.

1.5 Deliverables

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

1. Study Preparation

- 1a. Finalized ethics approval materials and documentation of submission (if needed)
- 1b. Enumerator hiring plan and training methodology
- 1c. Translation of all research tools into the relevant local language(s)
- 1c. Pilot exercise(s) of KIIs, FGD, and quantitative survey completed

2. Qualitative Study

Fieldwork:

- 2a. 24 KIIs completed to specified data quality metrics (metrics to be determined during subcontract negotiation)
- 2b.) 8 FGDs completed to specified data quality metrics (metrics to be determined during subcontract negotiation)

Data entry, cleaning and processing:

- 2c. Written detailed notes in English for KIIs
- 2d. Transcripts and detailed notes in English for FGDs

3. Quantitative Study

Fieldwork:

3a. 350 quantitative surveys completed to specified data quality metrics (metrics to be determined during subcontract negotiation)

Data entry, cleaning, and processing:

3b. Digital copies of all survey data on the individual-level

3c. Cleaned Excel data file of quantitative surveys delivered

4. Post field debrief presentation to BFG

4a. Oral presentation of research findings and accompanying PowerPoint presentation

5. Report of all field activities and initial findings/ analysis

5a. Synthesis report including a summary of all research activities including methodology, lists of meetings and participants

5b. Initial analysis corresponding to market system assessment report structure providing insights in bicycle market system and sub-components, addressing market system constraints and enablers, and identifying remaining gaps

6. One round of revisions on KII notes, FGD notes, data sets and synthesis report

BFG will review data outputs and report and provide comments/ clarifying questions as relevant to the Subcontractor. The Subcontractor will revise materials within one week of receiving BFG feedback.

All deliverables must be submitted in English, with copies of any source documentation in the relevant local language(s) provided for the project archive

The considerations listed above and explanations of how the deliverables will be prepared and presented should be elaborated in the Offeror's proposal.

1.6 Deliverables Schedule

The Subcontractor shall submit the deliverables for payment described above in accordance with a Deliverables Schedule. The Deliverables Schedule should be developed by the Offeror as part of the proposal, and it should include, but is not limited to:

Deliverable No.	Deliverable Name	Due Date	Delivery Instructions	Payment
1.	Study Preparation	<i>To be proposed by Offeror</i>	MS Word document / PowerPoint	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG

2.	Qualitative Study	<i>To be proposed by Offeror</i>	Completion report in MS Word document/Excel	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG
3.	Quantitative Study	<i>To be proposed by Offeror</i>	Completion report in MS Word document/Excel	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG
4.	Post Field debrief	<i>To be proposed by Offeror</i>	MS Word document / Excel/PowerPoint	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG
5.	Synthesis Report	<i>8 weeks after contract sign date</i>	MS Word document / Excel	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG
6.	Revisions	<i>2 weeks following Deliverable 5 submission</i>	MS Word document / Excel/PowerPoint	Percentage of subcontract TBD, based on offeror proposal and agreement by BFG

The Offeror's proposed deliverable schedule should consider and specify any factors that could affect the timing and implementation of the research activities, including weather phenomenon (e.g., access to targeted locations during the rainy season), COVID-19 risk mitigation measures, and any other factors critical to the successful implementation of the proposed scope of work.

Section 2 - Detailed Instructions

2.1. Eligibility Information

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

Ineligible Offerors include:

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

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

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

Section 3 - Proposal Submission and Preparation Information

The deadline for the submission of proposals is 5/23/2022 at 9 AM GMT via email to Kgrow@jeaustin.com. Late proposals will not be considered. Please include “*Submission– [Offeror/Entity Name]–USAID BFG RFP 2022-04-3*” in the e-mail subject line.

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

The submitted proposal shall follow the format as described below in Section 3.1. All proposals shall consist of a Technical Proposal and, as a separate document, a Cost Proposal. The Technical Proposal shall not include any cost information. All proposals shall be submitted in English.

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

3.1. Requirements for Proposal Format

The required format for Proposals is listed below:

A. Cover Letter

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

- a) Name of the company or organization
- b) Type of company or organization
- c) Address
- d) Telephone
- e) E-mail
- f) Full names of members of the Board of Directors and Legal Representative (as appropriate)
- g) Taxpayer Identification Number
- h) Data Universal Number System (DUNS) number
- i) Reference Number of the RFP

B. Technical Proposal

The technical proposal must not be longer than 20 pages in length, and pages submitted that exceed 20 pages will not be reviewed. The cover page, CVs of the proposed key staff members, and required supporting documentation (for example, certifications and assurances) will not be counted toward the 20-page limit.

All documents must:

- Be in English.
- Conform to the page limits as set forth in Section 3.1 and for each Part of the Technical Proposal.
- Formatted for page size U.S. Letter (8.5 inches x 11 inches).
- Use standard, 1-inch margins.

- For technical proposal narrative, use Times New Roman font, size 12 point.
- For tables and figures within the narrative, the Offeror may use Times New Roman font, size 10 point.

The technical proposal shall comprise the following parts:

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

This part shall not exceed 10 pages.

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

This section of the proposal must encompass the following:

- Methodology/strategy to conduct 24 key informant interviews (KIIs), 8 focus group discussions (FGDs), and 350 surveys with stakeholders in Ghana;
- Justifications for the proposed districts, in accordance with the selection criteria stated in Section 1.2, “Geographic Locations of Fieldwork;”
- Concept for training and instructions to interviewers;
- Concept for data quality assurance;
- Approach to fieldwork safety, method for data collection, and other aspects of the survey fieldwork;
- Means for validation of data and information;
- Deliverables with due dates (based on a completion date)

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

Part 2: Management, Personnel, and Staffing Plan.

This part shall be between 2 to 5 pages long but may not exceed 5 pages. CVs of up to 4 pages for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

The Offeror shall determine, define, and propose a team that has the appropriate range of skills and personnel positions necessary to implement the scope of work. The roles and responsibilities of each team member should be described.

The Offeror will provide a listing of staff that will be engaged on this project and a short biographical summary that demonstrates their qualifications for this assignment.

The Offeror will also designate key personnel, which should include the Technical Lead. The Offeror could designate other senior level staff as key personnel if the offeror feels that detailed qualifications of such staff are important for the evaluation of the offer (see section 1.3 above).

Part 3: Capabilities, Experience, and Past Performance.

This part shall be between 2 to 5 pages long but may not exceed 5 pages.

This section should provide a brief description of the Offeror's past and present activities. It should focus on services related to the proposal, particularly expertise and experience in conducting similar research or assessments/ evaluations for donor-funded initiatives.

Part 3 must include a description of the organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology to conducting the scope of work, methodology, and the detailed work plan. Additionally, the Offeror must include 3 past performance references of similar work (under contracts, grants, or subcontracts/subawards) previously implemented as well as contact information for the clients for which such work was completed.

Contact information must include at a minimum: name of point of contact that can speak to the Offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

JAA reserves the right to check additional references not provided by an Offeror.

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

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

C. Cost Proposal

The cost proposal shall be submitted separately from the technical proposal. The cost proposal comprises the Budget, Budget Narrative, and any required supporting cost documentation (as applicable).

(i) Budget

Offerors shall fill in the budget form with sufficient detail to permit evaluation of cost reasonableness. The Budget must be accompanied by a Budget Narrative document in Microsoft Word format (or compatible).

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

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

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

The cost proposal should be based on the Scope of Work in section 1.2 above. The proposal should assume key informant interviews in various locations in Ghana, focus group discussions

in various locations in Ghana and a survey of a person sample in various locations in Ghana, as well as the other estimates of staff time to accomplish the Scope of Work. Costing should be based on conducting fieldwork in and surrounding areas (for), and an illustrative district in regions (see “Geographic Locations of Fieldwork” in Section 1.2 for details).

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

(ii) Budget Narrative

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Lump sum unit amounts of \$1,000 USD equivalent or more listed in the Budget must provide a detailed breakdown of that cost in the Budget Narrative document. The budget narrative must clearly state the U.S. Dollar (USD) to Ghanaian Cedi (GHC) exchange rate that was used.

JAA reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror’s proposed cost.

If it is the bidder’s regular practice to budget indirect rates (e.g., overhead, fringe, G&A, administrative, or other rate), bidders must explain the rates and the rates’ base of application in the Budget Narrative. JAA reserves the right to request additional information to substantiate a bidder’s indirect rates.

(iii) Supporting cost documentation

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

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

Information on the Offeror’s DUNS: Offerors must provide their Data Universal Number System (DUNS) number to JAA. If an Offeror does not have a DUNS number, they must demonstrate that they will be able to receive and provide the DUNS number to JAA before any subcontract can be awarded. JAA may not make an award to any entity unless the entity has provided its DUNS number to JAA. The DUNS number is the nine-digit number established

and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently +1 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

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

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

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

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

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

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

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

All financial information will be handled confidentially by JAA, with only the Project Director able to review it.

Section 4 – Evaluation and Award Information

4.1. Evaluation Criteria

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

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

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

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

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

1. Technical Approach (20 points):

The extent to which the proposal demonstrates an understanding of the Scope of Work and the degree to which the methodology and implementation approach is technically sound, feasible, and is informed by, and adaptive to, the local context, and the extent to which the proposal outlines the required information in Section 3.1 of this RFP.

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

The extent to which the proposed management approach and staffing plan are clear, feasible, efficient, and convincingly demonstrate the Offeror's ability to successfully implement the proposed approach to achieve the SOW, and the extent to which the staffing plan and the Key Personnel meet the requirements outlined in the SOW and in Section 3.1 of this RFP.

3. Corporate Capabilities, Experience, and Past Performance (30 points)

Offeror's experience and capabilities in undertaking similar activities and trainings, including references and certifications (if relevant).

4. Cost proposal (20 points):

Cost effectiveness, including resources provided for the proposed cost. Cost realism including whether the price offered is within the cost range that JAA should realistically expect to pay for the proposed effort. Consistency of the proposed costs with the technical

approach. Is the proposed budget realistic, well-thought out, and in line with the proposed activities? Are the proposed costs reasonable, allowable, and allocable to the award?

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

4.2. Award process

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

Following the negotiation process, the Bicycles for Growth Project will request written approval from USAID prior to executing the subcontract, if required under the terms of the prime contract. Any resultant subcontract will be subject to the applicable terms and conditions of the Prime Contract for the USAID BFG project.

Unsuccessful Offerors will be notified in writing by the Subcontracts Manager.

Section 5 – Administration Information

5.1. Contracting Office

The Office is:

J.E. Austin Associates /USAID Bicycles for Growth Project
3033 Wilson Boulevard
Arlington, VA 22201
+1 703 841 9841
kgrow@jeaustin.com

5.2. Technical Representative

The JAA Technical Representative is Mr. Joseph Lowther, Project Director (jlowther@jeaustin.com).

All communication should be copied also to Kylie Grow, Project Manager, at (kgrow@jeaustin.com).

5.3. Assignment / Delegation

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

Section 6 – Annexes

Annex 1: Certifications and 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, subcontract, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, subcontract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

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

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

Statement for Loan Guarantees and Loan Insurance

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

Certification of Offeror

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

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

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

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

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

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

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

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

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

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

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance,

safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Offeror has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Offeror’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Offeror that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Offeror has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

Certification of Offeror

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

RFP/RFQ No. _____

Proposal/Quote No. _____

Date of Proposal _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

Other Statements of Offeror

1. Authorized Individuals

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

Name Title Telephone No. Facsimile No.

2. Taxpayer Identification Number (TIN)

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

TIN: _____

3. Data Universal Numbering System (DUNS) Number

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

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

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

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

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.
DUNS: _____

4. Type of Organization

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

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

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

Annex 2: Special Award Conditions

H.1 Executive Orders on Terrorism Financing

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards issued under any subcontract resulting from this RFP/RFQ.

H.2 USAID Disability Policy – Acquisition (December 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, Ghana 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 Ghana counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.3 Conflict of Interest

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

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

H.4 Publicity

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

H.5 Confidentiality of Information

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

H.6 Ownership of Work Product

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

fully-paid, transferable, sub licensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such Creations, and hereby waives any rights with respect thereto.

H.7 Audit

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

H.8 Insurance and Services

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance. JAA will provide information to the Subcontractor on obtaining such insurance.

DBA should be budgeted at a rate of 2% of employee salary. Employee salary does not include per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances.

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

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

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

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

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

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

(a) Definitions. As used in this clause –

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

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

Covered entity means –

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

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

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

(c) Reporting requirement.

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

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

Contract Clauses Incorporated by Reference

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

52.202-1 DEFINITIONS JUL 2004

52.203-3 GRATUITIES APR 1984

52.203-5 COVENANT AGAINST CONTINGENT FEES APR 1984

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT SEP 2006

52.203-7 ANTI-KICKBACK PROCEDURES OCT 2010

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY JAN 1997

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY JAN 1997

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCT 2010

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)

52.204-1 APPROVAL OF CONTRACT DEC 1989

52.204-12 UNIQUE IDENTIFIER MAINTENANCE OCT 2016

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

52.215-2 AUDIT AND RECORDS—NEGOTIATION, OCT 2010 ALTERNATE II APR 1998

52.215-14 INTEGRITY OF UNIT PRICES OCT 2010

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997

52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT DEC 2007

52.227-14 RIGHTS IN DATA--GENERAL DEC 2007

52.228-3 WORKERS COMPENSATION INSURANCE APR 1984

52.232-17 INTEREST OCT 2010

52.233-3 PROTEST AFTER AWARD AUG 1996

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013

52.242-13 BANKRUPTCY JUL 1995

52.243-1 CHANGES--FIXED PRICE AUG 1987 ALTERNATE II APR 1984

52.243-7 NOTIFICATION OF CHANGES APR 1984

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.246-4 INSPECTION OF SERVICES—FIXED PRICE AUG 1996

52.246-25 LIMITATION OF LIABILITY--SERVICES FEB 1997

AIDAR 48 CFR Chapter 7

752.202-1 DEFINITIONS JAN 1990
752.209-71 ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER
AWARD JUN 1993
752.222-71 NONDISCRIMINATION JUN 2012
752.225-70 SOURCE AND NATIONALITY REQUIREMENTS FEB 2012
752.227-14 RIGHTS IN DATA – GENERAL OCT 2007
752.228-3 WORKER’S COMPENSATION INSURANCE DEC 1991
752.228-70 MEDICAL EVALUATION (MEDEVAC) SERVICES JUL 2007
752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES MAR 2015
752.245-70 GOVERNMENT PROPERTY USAID REPORTING REQUIREMENTS
JUL 1997
752.7013 CONTRACTOR-MISSION RELATIONSHIPS OCT 1989
752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION
REQUIREMENTS JAN 1990
752.7034 ACKNOWLEDGEMENT AND DISCLAIMER DEC 1991
752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES JUNE 2008
752.7037 CHILD SAFEGUARDING STANDARDS AUG 2016

Annex 3: Proposal Format

TECHNICAL PROPOSAL FORM (Cover letter)

RFP Title and Number	RFP - USAID BFG RFP-2022-04-3 For the Provision of Research: Bicycle sector in Ghana
Acronym (where applicable):	
Contact person:	
Date of registration:	
E-mail address:	
Fax number:	
Full legal name of Offeror (business name):	
Legal status of the organization	
Official address:	
Postal address:	
Taxpayer Identification Number & DUNS	
Telephone number:	
Total revenue for 2019 financial year	
Total revenue for 2020 financial year	
VAT registration number (where applicable):	
Website:	

Head of organization:

Date _____ Signature _____

1. Technical Proposal

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

Part 2: Management, Personnel, and Staffing Plan

Part 3: Corporate Capabilities, Experience, and Past Performance

2. Cost Proposal

A. Cost Summary

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

Provision of Research: Bicycles sector in Ghana			
Deliverables	Items	Costs	Justification
Deliverable 1			
<i>Subtotal 1</i>			
Deliverable 2			
<i>Subtotal 2</i>			
Deliverable 3			
<i>Subtotal 3</i>			
Deliverable 4			
<i>Subtotal 4</i>			
Deliverable 5			
<i>Subtotal 5</i>			
Deliverable 6			

<i>Subtotal 6</i>			
Total			

B. Detailed Budget

Provide an Excel spreadsheet with costs itemized.

C. Budget Narrative

Provide a narrative description and explanation of the cost items.