Request for Proposals

USAID BEP RFP-2016-01

For the Provision of

Implementation of a Business Survey in Serbia

Project:
Business Enabling Project

Contracting Entity:
Cardno Emerging Markets USA Ltd.
2107 Wilson Boulevard, Suite 800
Arlington, VA 22201-3096

Funded by:
United States Agency for International Development (USAID)
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Cardno Emerging Markets USA, Ltd., the Contractor, acting on behalf of the U.S. Agency for International Development (USAID) as implementer of the Business Enabling Project, is soliciting offers from qualified, legally registered U.S. or Serbian, non-profit or for-profit companies and organizations, and non-governmental organizations (NGOs) to submit proposals to carry out a Survey of Businesses in Serbia.

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

1. Section 1 – Background and Scope of Work
2. Section 2 – Detailed Instructions
3. Section 3 – Proposal Submission and Preparation Information
4. Section 4 – Evaluation and Award Information
5. Section 5 – Administration Information
6. Annexes

Cardno Emerging Markets USA, Ltd /USAID’s Business Enabling Project (Cardno/USAID BEP) is soliciting proposals from qualified offerors interested in providing the services as described in detail in Section 1 Funding Opportunity Description under Scope of Work, of this RFP. The successful bidder will be responsible for ensuring achievement of specified deliverables.

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

The Offeror may not submit more than one proposal per RFP. The Offeror may not be a partner in another proposal at the same time. The partner must satisfy the eligibility criteria as applicable to the main Offeror himself as per section 2.1.

**Subcontract Award:** Cardno/USAID BEP intends to award one Firm Fixed Price subcontract up to $20,000 in USD (US Dollars), payable in RSD (Serbian dinars), in funding to be allocated over a five month period. The anticipated period of performance of the subcontract is expected to start from August 2016. All tasks should be completed no later than five months after the award of the subcontract. Cardno/USAID BEP anticipates awarding one Firm Fixed Price subcontract under this RFP. Under a Firm Fixed Price subcontract all payments will be a fixed-sum, payable upon completion of deliverables. Deliverables and payment amounts and dates will be defined in detail during negotiations.

Cardno/USAID BEP will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP. This RFP in no way obligates USAID BEP, Cardno, or USAID to execute a subcontract nor does it commit USAID BEP, Cardno, 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. Cardno/USAID BEP cannot guarantee that late offers will be considered. Offerors shall submit their offers electronically
only. Emailed offers must be received by 16:00 (4 pm) CET (Local Belgrade Time) on July 15, 2016 at subcontracts@bep.rs.

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

Written Questions and Clarifications. Upon receipt of this RFP, Offerors should carefully review the entire document. Offerors should submit any questions concerning this RFP in writing via email to subcontracts@bep.rs. The deadline for receipt of requests for clarifications/explanations is July 1, 2016 by 16:00 hours Local Belgrade Time. No questions will be accepted after this date.

Organizations invited by Cardno/USAID BEP to submit proposals for the services described in this RFP are under no obligation to do so. At the same time Offerors will not be reimbursed for any costs incurred in connection with the preparation and submissions of their bids.
Section 1 – Background and Scope of Work

1.1. Background

The United States Agency for International Development (USAID) has awarded a contract to Cardno Emerging Markets USA, Ltd. for the USAID Business Enabling Project in Serbia (USAID BEP). The purpose of USAID BEP is to help the Government of Serbia (GoS) improve the competitiveness of the Serbian economy and its private sector businesses. The overall objective is to assist GoS policy makers, business representatives, experts, and others to improve the business enabling environment and macroeconomic framework. USAID BEP provides technical assistance and training to improve the business enabling environment, support macroeconomic stability, further develop financial markets, and improve and increase business and financial management capacities within government and business. The Business Enabling Project is made up of three components:

Component 1, Business Regulation and Economic Governance, streamlines laws, regulations, and institutions; improves regulators’ capacity to implement laws; and improves analysis and public-private dialogue.

Component 2, Macroeconomic Policy and Public Financial Management, helps the Government implement new budget and fiscal responsibility laws, improve budgeting, increase public disclosure and transparency, strengthen public debt management, and improve economic analysis and forecasting.

Component 3, Financial Market Development, works on improving regulatory frameworks for non-bank institutions, develop capacity to strengthen and expand capital markets, and improve conditions for access to finance for small and medium enterprises.

USAID BEP’s activities in Components 1, 2, and 3 are described in more detail on USAID BEP’s website: http://bep.rs/ and www.policycafe.rs

To accomplish reforms in each of these areas USAID BEP helps the Government of Serbia work closely with the private sector and outside experts to make reforms that improve business competitiveness. Thus, USAID BEP needs to engage with the Serbian business community to understand their problems and identify priorities for reforms. To do this USAID BEP uses several tools, including surveys of businesses in Serbia. These surveys also help us understand whether the USAID BEP’s activities are successful and whether different approaches are needed. They will also help the Government of Serbia identify priority reforms.

1.2. Activity Purpose, Description and Scope of Work

The RFP supports all components of the project by providing information and insight about businesses’ opinions on various issues relating to business regulation, public finance and macroeconomics, and access to finance.

The RFP seeks services to implement USAID BEP’s annual survey of businesses in Serbia. The purpose of this RFP is to solicit proposals to conduct USAID BEP’s annual survey of businesses in Serbia. This will be the sixth annual survey conducted for USAID BEP.

1.2.1. Background
USAID BEP conducted annual surveys of Serbian businesses in 2011, 2012, 2013, 2014, and 2015. The survey reports can be found at:


http://policycafe.rs/documents/loop/BEP_Survey_2014_Narrative_ENG.pdf

http://www.policycafe.rs/Anketa2015/BEP_Survey_2015_Narrative%20EN.pdf

The survey was conducted on approximately 1,000 businesses each year. The survey was carried out through face-to-face in-depth interviews with owners and managers of business entities throughout Serbia in three general sectors: production, trade, other services.

The survey questionnaires are in an annex to the survey reports. Please note that the questionnaire for 2016 Survey is subject to possible revision, which will be discussed with the selected subcontractor at the negotiation phase.

1.2.2. Objectives and Purpose

The objective of the procurement is to provide an accurate and detailed picture of Serbian businesses’ attitudes toward their business environment, including specific regulatory, macroeconomic, fiscal, and financial issues.

The purpose of this procurement is to obtain a survey of approximately 1,000 Serbian businesses and data and a report on the survey.

1.2.3. Project Description

The project is to provide research on Serbian businesses’ attitudes and opinions about business regulation, macroeconomic and fiscal policy, and access to finance.

The Project consists of the following elements:

- Determining appropriate sample of businesses, including size, representativeness, and characteristics;
- Updating/adjusting the previous year’s survey;
- Finalizing the survey, preparing instructions to surveyors and surveyed businesses, and training surveyors;
- Conducting survey and overseeing surveyors;
- Analyzing and validating collected data;
- Compiling results and reporting on survey findings;
- Providing follow-up analysis.
1.3. Scope of Work

1.3.1. Tasks

The subcontractor will conduct an in-person survey of approximately 1,000 Serbian businesses via personal interviews in order to identify the problems, expectations for the future, and real priorities of the business sector and to capture and measure impacts of USAID BEP project related interventions. The survey, which is done annually, provides credible insight on business environment and economic policy issues and provides reliable information and data about the business environment that is not otherwise readily available. The survey will need to be objective, precise, concise, logical, and replicable.

The survey sample and questionnaire will need to be designed to produce results that are comparable to the 2011, 2012, 2013, 2014, and 2015 surveys, enabling the subcontractor and USAID BEP to identify and analyze improvements and declines in business opinions and experiences from year to year. The annual surveys provide input to monitor progress that USAID BEP makes in each of its components and tasks. They also measure the progress in business environment and economic policy reforms, informing USAID BEP, the Government of Serbia, and other interested parties of successes and remaining challenges.

The subcontractor will be responsible to obtain a sample of companies that is representative (by both number and structure) of businesses in Serbia and allows comparison with survey data from 2011, 2012, 2013, 2014 and 2015. In previous years the sample frame has been developed by examination of the list of all business entities (enterprises and establishments) with three or more employees registered at Serbian Business Register. Subcontractors could also consider using the Republic Statistics Office’s breakdown of business entities in Serbia. Stratification should be done according to economic activity, region, size, and type of business.

The survey questions will be based on the questions from previous years, with improvements made in the questions where necessary. Improvements must also enable valid comparison with previous years. There may also be a need to include replacement or additional questions. USAID BEP will work closely with the subcontractor on any improvements, replacements, or additions to survey questions and will approve the final questionnaire.

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

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

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

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

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

1.3.2. Staffing

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

- **Project Director.** Senior executive in offeror's business, with over 10 years experience in research.

- **Project Manager.** Experienced manager of research programs, with over five years experience in managing surveys.

- **Sampling Expert.** Expert with over five years of experience in statistics and sample designing.

- **Data entry and processing manager.** Expert with three to five years of experience in data entering and processing.

- **Face-to-face data collection manager.** Manager with three to five years of experience in coordinating face-to-face data collection.

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

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

1.3.3. Deliverables

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

1. Survey questionnaire;
2. Instructions for surveyors;
3. Presentation of the pilot findings;
5. Power point presentation with applicable graphs, main findings, correlations and comparisons;
6. Follow-up analyses per USAID BEP's requests;
7. Database in SPSS and user friendly Excel form.

All written deliverables must be submitted in English and Serbian.
1.3.4. **Deliverables Schedule**

The Subcontractor shall submit the deliverables for payment described above in accordance with the following Deliverables Schedule:

<table>
<thead>
<tr>
<th>Deliverable No.</th>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Delivery Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Survey Questionnaire and Instructions for Surveyors</td>
<td>2 weeks after contract signing</td>
<td>MS Word document</td>
</tr>
<tr>
<td>2.</td>
<td>Presentation of pilot findings</td>
<td>4 weeks after contract signing</td>
<td>PowerPoint or MS Word document</td>
</tr>
<tr>
<td>4.</td>
<td>Follow-up analyses per USAID BEP's requests; database of all data in SPSS and user friendly Excel form</td>
<td>16 weeks after contract signing</td>
<td>Analyses in MS Word and/or MS Excel documents Database in SPSS and Excel</td>
</tr>
</tbody>
</table>
Section 2 - Detailed Instructions

2.1. Eligibility Information

Eligible Offerors shall be able to comply with and achieve the proposed Program Description, Tasks, and Results and have a satisfactory performance record and record of integrity and business ethics.

Eligible Offerors include legally registered US and Serbian non-for-profit and for-profit organizations, and non-governmental organizations (NGOs).

Prior to the award of services provided by this RFP, the successful vendor will be required to sign a Certification Regarding Terrorist Financing certifying that the Vendor does not provide and has never provided assistance to terrorists for terrorist activities. The successful Vendor may also be required to sign other Certifications as applicable to the award. The Certifications are attached as Annex 1 of this RFP.

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. Code 937 is defined as developing countries other than advanced developing countries, but excluding any country that is a prohibited source. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID’s Automated Directives System, ADS 310 (http://www.usaid.gov/policy/ads/300/310.pdf). All commodities and services supplied under any subcontract resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), 22 CFR §228.

Section 3 - Proposal Submission and Preparation Information

The deadline for the submission of proposals is July 15, 2016 by 4 p.m. CET via email to subcontract@bep.rs. Late proposals will not be considered.

All Proposals in response to this RFP shall consist of a technical proposal and a cost proposal. The technical proposal must not be longer than 25 pages in length, and pages submitted that exceed 25 pages will not be reviewed. The cost proposal shall be submitted as
a separate file from the technical proposal. Offerors are advised to fill in the budget form as
detailed as possible.

The Offerors must submit the proposal electronically with attachments (10 MB limit per
email) compatible with MX Word, MS Excel, readable format, or Adobe Portable Document
(PDF) format in a Microsoft XP environment. Those pages requiring original manual
signatures should be scanned and sent in PDF format as an email attachment.

The submitted proposal shall follow the format as described below.

1. An identifiable tab sheet shall precede each section for easy reference.
2. All pages, except pre-printed technical inserts, shall be sequentially numbered.
3. The Offeror may include any additional information considered pertinent.
4. All proposals shall include a Technical Proposal and a Cost Proposal.
5. All proposals shall be submitted in English.

All materials submitted in response to this RFP shall become the property of Cardno and may
be returned only at Cardno’s option. The outer envelope must bear the reference number of
RFP, together with the full name and address of the Offeror.

3.1. Requirements for Proposal Format

The required format for Proposals is listed below:

1. Cover Letter
The Offeror’s cover letter shall include the following information:
i. Name of the company or organization
ii. Type of company or organization
iii. Address
iv. Telephone
v. Fax
vi. E-mail
vii. Full names of members of the Board of Directors and Legal Representative (as
appropriate)
viii. Taxpayer Identification Number and DUNS number
ix. Other required documents that shall be included as attachments to the cover letter:

3.2. Technical Proposal

The technical proposal shall comprise the following parts:

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan. This part shall not
exceed 15 pages.

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

The Technical Approach, Methodology, and Work Plan must encompass the following:

- Methodology/strategy to design and obtain appropriate sample of businesses, including size, representativeness, and characteristics;
- Concept for instructions to surveyors and surveyed businesses, as well as approach to training and oversight of surveyors;
- Methods for analysis of collected data;
- Means for validation of data;
- Follow-up analyses for two months.

The proposal should also point out survey questions that should be modified (eliminated or added) from the questionnaire in the 2015 survey, and any recommendations that the bidder has for improvement of the methodology.

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 time-line for proposed activities. The time-line should fully reflect deadlines for implementation of key segments of the survey.

Part 2: Management, Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The Offeror shall determine, define and propose a team that has the appropriate range of skills and personnel positions necessary to implement the scope of work. The roles and responsibilities of each team member should be described. The Offeror should indicate how it will recruit, train, and manage surveyors.

The Offeror will provide a listing of staff that will be engaged on this project and their CVs. The Offeror will also designate key personnel, who should include the Project Director and Project Manager.

Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. This section should provide a brief description of the Offeror’s past and present activities. It should focus on services related to the proposal.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology to conducting the feasibility study and the detailed work plan. Additionally, Offeror must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the Offeror’s performance, name and address of the company for which the work was performance, and email and phone number of the point of contact.

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Cardno/USAID BEP reserves the right to check additional references not provided by an Offeror.

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

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

3.3. Cost Proposal

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 Annex 3, Proposal Cost Summary. This cost summary shall be the basis for firm fixed price cost proposal evaluation of all offerors deliverable prices.

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

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item.

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

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

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

a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the agreement;
b) Has the ability to comply with the agreement conditions, taking into account all existing and currently prospective commitments of the Offeror, nongovernmental and governmental;

c) Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;

d) Has a satisfactory record of integrity and business ethics;

e) Is otherwise qualified and eligible to contract an agreement under applicable laws and regulations.

Information on the Offerors DUNS - Offerors must provide their Data Universal Number System (DUNS) number to Cardno/USAID BEP. If an Offeror does not have a DUNS number, they must demonstrate that they will be able to receive and provide the DUNS number to Cardno before any subcontract can be awarded. Cardno may not make an award to any entity unless the entity has provided its DUNS number to Cardno.

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

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

a. 80 percent or more of its annual gross revenues from US Government sources; and

b. $25,000,000 or more in annual gross revenues from US Government sources

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

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

- A copy of your organization’s Articles of Incorporation or other documentation which substantiates the legal character/registration of the organization.
- Copies of the Offeror's financial reports for the previous three-year period, which have been audited by a reputable certified public accounting firm.
Section 4 – Evaluation and Award Information

4.1 Evaluation Criteria

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

To the extent necessary, Cardno/USAID BEP may request clarification and supplemental materials from Offerors whose proposals have a reasonable chance of being selected for a subcontract. The entry into discussion is to be viewed as part of the evaluation process and shall not be deemed as indicative of a decision or commitment upon the part of Cardno / USAID BEP 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Points (100 Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>25</td>
</tr>
<tr>
<td>Management, Personnel, and Staffing Plan</td>
<td>35</td>
</tr>
<tr>
<td>Organizational Capabilities, Experience, and Past Performance</td>
<td>20</td>
</tr>
<tr>
<td>Cost proposal</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

1. Technical Approach (25 points):
   • Problem statement – **10 points**
     Demonstrated understanding of the issues and challenges that the survey will provide insight on, such as the business environment, macroeconomic environment, and access to finance for businesses. Demonstrated understanding of the challenges involved in developing and implementing a survey of 1,000 Serbian businesses.
   • Approach and Methodology – **15 points**
     Comprehensive proposed program approach, including detailed activities and a timeline for fulfilling all requirements of the Scope of Work in an effective and efficient manner. Will the Offeror complete the work in a logical and realistic manner that will meet the goal of the subcontract? Is the proposed approach and methodology suitable for this kind of in person survey and likely to achieve the production of required deliverables?

2. Management, Personnel, and Staffing Plan (35 points)
   • Personnel Qualifications – **20 points**
The proposed team members’ qualifications and relevant experience to carry out the Scope of Work. Does the proposed team have the skills and experience necessary to successfully undertake the activities?

- **Management and Staffing Plan – 15 points**

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

3. **Corporate Capabilities, Experience, and Past Performance (20 points)**

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

4. **Cost proposal (20 points)**

   Cost effectiveness, including resources provided for the proposed cost. Cost realism including whether the price offered is within the cost range that Cardno/USAID BEP should realistically expect to pay for the proposed effort. Consistency of the proposed costs with the technical approach. Is the proposed budget realistic, well-thought out, and in line with the proposed activities? Are the proposed costs reasonable, allowable and allocable to the award?

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

4.2. **Award process**

The Successful Offeror will receive written notice from the Subcontracts Manager informing the Offeror that the Cardno /USAID BEP either intends to award a subcontract to the Offeror solely on the basis of the original bids received, or that the Cardno/USAID BEP 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 Cardno/USAID BEP to award a subcontract.

Following the negotiation process, USAID Business Enabling Project will request a written approval from USAID prior to executing the subcontract, if required under the terms of the prime contract. Any resultant subcontract will be subject to the applicable terms and conditions of the Prime Contract for the USAID’s Business Enabling Project. Unsuccessful Offerors will be notified in writing by the Subcontracts Manager.

**Section 5 – Administration Information**

5.1. **Contracting Office**

The Office is:
5.2. Technical Representative

The Cardno Technical Representative is Mr. Joe Lowther, Chief of Party (jlowther@bep.rs). All communication should be copied also to Tatjana Stojkovic, Finance and Operations Manager, at tstojkovic@bep.rs, and Dragana Stanojevic, Deputy Chief of Party at dstanojevic@bep.rs.

Phone: +381 11 73 44 317, 73 48 481
Fax: +381 11 73 44 421

5.3. Paying Office

Invoices should be submitted to:

Predstavnistvo Cardno Emerging Markets USA Ltd. /USAID’s Business Enabling Project
6/IV Francuska Street
Belgrade, Serbia
Phone: +381 11 73 44 317
Fax: +381 11 73 44 421

5.4. Technical Directions / Relationship with Cardno

(a) Technical Directions are defined to include:
(1) Written directions to the vendor that fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
(2) Provision of written information to the vendor that assists in the interpretation of specifications, or technical portions of the work statement or subcontract;
(3) Review and, where required, provide written approval of technical reports, specifications, or technical information to be delivered.

(b) Cardno is authorized by designation to take any or all action with respect to the following, except any action specifically prohibited by the terms of this subcontract:
(1) Assure that the vendor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
(2) Perform or cause to be performed, inspections necessary in connection with (a1) above and require the vendor to correct all deficiencies; perform acceptance for Cardno.
(3) Maintain all liaison and direct communications with the Vendor.
(4) Monitor the Vendor's production or performance progress.
5.5. Payment

The Vendor will be paid upon vendor completion and Cardno/USAID BEP acceptance of project milestones and submitted deliverables. The Subcontractor shall submit invoices in accordance with the subcontract payment schedule. A proper invoice must clearly indicate the following information.

- Vendor Name and Address
- Invoice Date and Invoice Number
- Subcontract Number
- Description of deliverables for which payment is being claimed
- Payment address/bank account number.

Each copy of the invoice shall contain the certification below. An authorized representative of the Vendor’s organization must sign this certification. Failure to provide the required invoice information will result in the invoice being returned to the Vendor for correction.

*The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Vendor in accordance with the terms of the purchase order between Cardno Emerging Markets USA, Ltd. and Vendor, and to the best of my knowledge and belief that they are correct, that the amount claimed is proper and due, that all daily rates claimed are for actual days (or fractions thereof) which have been satisfactorily provided/selected, that other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract, and have been paid by the Vendor, that the quantities and amounts involved are consistent with the requirements of the Purchase order, that all required approvals have been obtained, and (2) appropriate refund shall be made to Cardno Emerging Markets USA, Ltd. promptly upon request in the event of disallowance.*

(Name, Title, Date)

For all properly submitted and approved invoices, and upon acceptance by Cardno/USAID BEP of the required deliverables, Cardno/USAID BEP will pay the Vendor within thirty (30) business days after receipt and approval of the Vendor’s invoice.

Vendor is required to submit its final invoice, appropriately marked as such, under this subcontract no later than ninety (90) calendar days after completion of the subcontract, or any longer period as may be mutually agreed between the parties. Cardno/USAID BEP will be under no obligation to pay any invoice received after that date.

Notwithstanding any other provision of this subcontract, the maximum liability of Cardno/USAID BEP at any given point in time shall not exceed the total amount remaining to be paid under the subcontract.

All taxes of every nature and kind, including occupation, or property taxes, shall be the responsibility of the Vendor; and Cardno/USAID BEP, without limitation, franchise, net or gross income, license, shall have no obligation to the Vendor therefore. The Vendor shall report and pay, as an independent subcontractor, all taxes applicable to amounts received.
from Cardno/USAID BEP hereunder. However, Cardno/USAID BEP will exempt each pro forma invoice, submitted by the Vendor, from VAT (value added tax).

5.6. Assignment / Delegation

The subcontract may not be assigned or delegated, in whole or in part, by the Vendor without the written consent of Cardno/USAID BEP, by which consent shall not be unreasonably withheld. In the absence of such consent, any assignment is void.
Section 6 – Annexes

Annex 1 - Certifications

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, subsubcontracts, and contracts under subcontracts, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

Certification of Recipient

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

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

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

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
   a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
   b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm.
   c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
   d. The Recipient 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 Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

This Certification is an express term and condition of 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 Recipient
By signing below the recipient provides certifications and assurances for the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFQ/APS No. ___________________________
Application/Quote No. ___________________________
Date of Application /Quote ___________________________
Name of Recipient _______________________________
Typed Name and Title __________________________________
Signature __________________________________________
Date _______________

Other Statements of Recipient

1. Authorized Individuals
The recipient acknowledges that the following persons are authorized to negotiate on its behalf with the USAID Business Enabling Project and to bind the recipient in connection with this Award or Contract:

Name Title Telephone No. Facsimile No.
________________________________________________________________
________________________________________________________________
________________________________________________________________

2. Taxpayer Identification Number (TIN)
If the recipient 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 recipient's TIN:

TIN: ________________________________

3. Data Universal Numbering System (DUNS) Number
   (a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient'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 recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:
      (1) Recipient's name.
      (2) Recipient's address.
      (3) Recipient'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 recipient.
      (8) Company affiliation.
   (c) Recipients 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 recipient, by checking the applicable box, represents that -
   (a) If the recipient is a U.S. entity, it operates as [ ] a corporation incorporated under the laws of the State of, [ ] an individual, [ ] a partnership, [ ] a nongovernmental nonprofit organization, [ ] a state or local governmental organization, [ ] a private college or university, [ ] a public college or university, [ ] an international organization, or [ ] a joint venture; or
   (b) If the recipient is a non-U.S. entity, it operates as [ ] a corporation organized under the laws of _____________________________ (country), [ ] an individual, [ ] a partnership, [ ] a nongovernmental nonprofit organization, [ ] a nongovernmental educational institution, [ ] a governmental organization, [ ] an international organization, or [ ] a joint venture.
Annex 2

H.1 Executive Order on Terrorism Financing (Feb 2002)
The Subcontractor/Recipient 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/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this subcontract/agreement.

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

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

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

H.3 Implementation of Executive Order No. 13224

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 legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and Laws. This provision must be included in all second tier Subcontracts issued under this Subcontract.

H.4. Publicity

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

H.5 Confidentiality of Information
A. The Vendor shall hold in trust for the sole benefit of Cardno any materials, information or ideas that are provided to or otherwise made available to the Vendor by Cardno, whether before or after the date hereof ("Proprietary Information"). The Vendor shall not use, reproduce or disclose any Proprietary Information except to the extent necessary to perform the Services and as authorized by Serbia BEP COP. In any event, except as authorized by COP the Vendor shall not disclose any Proprietary Information to any person other than individuals within Cardno who have a need to know such Proprietary Information. “Proprietary Information” includes materials, information and ideas of or about Cardno, and clients, vendors, licensors and other persons, that are not generally known to the public, including, without limitation, materials, information and ideas relating to business, plans, operations, products, services, methods, procedures, clients, equipment and systems, whether in written, oral or any other form.

B. The Vendor shall use best efforts to prevent the disclosure and the unauthorized reproduction or use of the Proprietary Information, which efforts shall be no less than those used by the Subcontractor to protect the Subcontractor’s own confidential information.

C. The restrictions set forth above shall apply, notwithstanding the expiration of the Term or the termination of this Subcontract.

H.6 Ownership of Work Product

A. The Subcontractor hereby assigns, and agrees to assign, to USAID and/or Cardno, without additional compensation, all right, title and interest in and to all creations, inventions, ideas, designs, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, “Creations”), that are conceived or developed by the Subcontractor, alone or with others, in connection with performance of the Services, whether or not conceived or developed during regular business hours. Such Creations shall be the sole property of USAID and/or Cardno and, to the maximum extent permitted by applicable law, shall be deemed works made for hire.

B. The Subcontractor shall promptly inform Cardno of any such Creations. The Subcontractor shall (whether during or after the period of the Services) execute such written instruments and do other such acts as may be necessary in the opinion of Cardno to obtain a patent, register a copyright, or otherwise enforce Cardno rights in such Creations (and the Subcontractor hereby appoints Cardno as the Subcontractor’s attorney in fact to undertake such acts in the Subcontractor’s name).

C. The Subcontractor shall not use any preexisting work or materials without the express written approval in advance by USAID BEP Chief of Party. To the extent, if any, that the Subcontractor may retain any right, title or interest with respect to any creations that are delivered to Cardno or relate to the Services,
whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory, the Subcontractor hereby subcontracts to Cardno an irrevocable, fully-paid, transferable, sub licensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such Creations, and hereby waives any rights with respect thereto.

H.7 Audit

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

Contract Clauses

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

52.202-1 DEFINITIONS JUL 2004
52.203-3 GRATUITIES APR 1984
52.203-5 COVENANT AGAINST CONTINGENT FEES APR 1984
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT SEP 2006
52.203-7 ANTI-KICKBACK PROCEDURES OCT 2010
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY JAN 1997
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY JAN 1997
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCT 2010
52.204-1 APPROVAL OF CONTRACT DEC 1989
52.204-3 TAX PAYER IDENTIFICATION OCT 1998
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER AUG 2000
52.204-7 CENTRAL CONTRACTOR REGISTRATION APR 2008
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN 2011
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL JAN 2011
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS JUL 2010
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
52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT OCT 1997
52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA OCT 2010
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS
OCT 2010
52.215-12 SUBCONTRACTOR COST OR PRICING DATA OCT 2010
52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS OCT 2010
52.215-14 INTEGRITY OF UNIT PRICES OCT 2010
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS OCT 2010
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) JUL 2005
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES, ALTERNATE I OCT 2009
52.216-7 ALLOWABLE COST AND PAYMENT DEC 2002
52.216-8 FIXED-FEE MAR 1997
52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS OCT 1997
52.217-8 OPTIONS TO EXTEND SERVICES NOV 1999
52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS JAN 2011
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS JAN 2011
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN JAN 2011 ALTERNATE II OCT 2001
52.219-16 LIQUIDATED DAMAGES-SMALL BUSINESS JAN 1999 SUBCONTRACTING PLAN
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FEB 1997
52.222-26 EQUAL OPPORTUNITY MAR 2007
52.222-35 EQUAL OPPORTUNITY FOR VETERANS SEP 2010
52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS SEP 2010
52.222-50 COMBATING TRAFFICKING IN PERSONS MAR 2015
52.225-1 BUY AMERICAN ACT—SUPPLIES FEB 2009
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT DEC 2007 AND COPYRIGHT INFRINGEMENT
52.227-14 RIGHTS IN DATA—GENERAL DEC 2007
52.228-3 WORKERS COMPENSATION INSURANCE APR 1984
52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS MAR 1996
52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS MAR 1990
52.230-2 COST ACCOUNTING STANDARDS OCT 2010
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS JUN 2010
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS APL 1984
52.232-17 INTEREST OCT 2010
52.232-20 LIMITATION OF COSTS APR 1984
52.232-22 LIMITATION OF FUNDS APR 1984
52.232-23 ASSIGNMENT OF CLAIMS JAN 1986
52.232-25 PROMPT PAYMENT OCT 2008 ALTERNATE I FEB 2003
52.233-1 DISPUTES OCT 2003
52.233-3 PROTEST AFTER AWARD, AUG 1996 ALTERNATE I JUN 1985
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004
52.233-6 DRUG-FREE WORKPLACE MAY 2001
52.237-3 CONTINUITY OF SERVICES JAN 1991
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS APR 1984
52.242-3 PENALTIES FOR UNALLOWABLE COSTS MAY 2001
52.242-13 BANKRUPTCY JUL 1995
52.243-2 CHANGES—COST REIMBURSEMENT AUG 1987 ALTERNATE II APR 1984
52.243-7 NOTIFICATION OF CHANGES APR 1984
52.244-2 SUBCONTRACTS ALTERNATE I (JUN 2007) OCT 2010
52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC 2010
52.245-1 GOVERNMENT PROPERTY AUG 2010
52.245-9 USE AND CHARGES AUG 2010
52.246-5 INSPECTION OF SERVICES—COST REIMBURSEMENT APR 1984
52.246-25 LIMITATION OF LIABILITY—SERVICES FEB 1997
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS JUNE 2003
52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS FEB 2006
52.249-6 TERMINATION (COST-REIMBURSEMENT) MAY 2004
52.249-14 EXCUSABLE DELAYS APR 1984
52.253-1 COMPUTER GENERATED FORMS JAN 1991

AIDAR 48 CFR Chapter 7
752.202-1 DEFINITIONS JAN 1990
752.209-71 ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD JUN 1993
752.211-70 LANGUAGE AND MEASUREMENT JUN 1992
752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
752.225-70 SOURCE, ORIGION AND NATIONALITY REQUIREMENTS FEB 1997
752.225-71 LOCAL PROCUREMENT FEB 1997
752.228-3 WORKER’S COMPENSATION INSURANCE
752.228-70 MEDICAL EVALUATION (MEDEVAC) SERVICES JUL 2007
752.227-14 RIGHTS IN DATA – GENERAL OCT 2007
752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
752.232-70 LETTER OF CREDIT ADVANCE PAYMENT OCT 1989
752.242-70 PERIODIC PROGRESS REPORTS OCT 2007
752.245-70 GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS
752.245-71 TITLE TO AND CARE OF PROPERTY APR 1984
752.7001 BIOGRAPHICAL DATA JUL 1997
752.7002 TRAVEL AND TRANSPORTATION JAN 1990
752.7003 DOCUMENTATION FOR PAYMENT NOV 1998
752.7006 NOTICES APR 1984
752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL APR 1984
752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY APR 1984
752.7011 ORIENTATION AND LANGUAGE TRAINING APR 1984
752.7013 CONTRACTOR-MISSION RELATIONSHIPS OCT 1989
752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS JAN 1990
752.7015 USE OF POUCH FACILITIES JUL 1997
752.7018 HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES JAN 1999
752.7023 REQUIRED VISA FORM FOR USAID PARTICIPANTS APR 1984
752.7025 APPROVALS APR 1984
752.7027 PERSONNEL DEC 1990
752.7028 DIFFERENTIALS AND ALLOWANCES JUL 1996
752.7031 LEAVE AND HOLIDAYS OCT 1989
752.7033 PHYSICAL FITNESS JUL 1997
752.7034 ACKNOWLEDGEMENT AND DISCLAIMER DEC 1991
752.7035 PUBLIC NOTICES DEC 1991
**Annex 3**

**TECHNICAL PROPOSAL FORM (Cover letter)**

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<tr>
<th>RFP Title and Number</th>
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<td>Acronym (where applicable):</td>
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<td>VAT registration number (where applicable):</td>
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<td>Total revenue for 2014 financial year</td>
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Head of organization:

Date _______________________  Signature_______________________
1. **Executive Summary**

Provide a brief description of the scope of services to be provided by the Offeror (including the title, duration, and the total budget).

**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. **Proposal Cost Summary**

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

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Providing Professional Business Management Consultancy to the Ministry of Construction, Transport and Infrastructure (MCTI), Business Registry Agency (BRA) and City Of Belgrade (CoB)
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