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INDEFINITE QUANTITY CONTRACT (IQC) METHODOLOGY

**AQABA COMMUNITY and ECONOMIC DEVELOPMENT (ACED)
PROGRAM**

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DISCLAIMER

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development, AECOM International Development or the ACED Program.

ACED Program Frequently-Used Acronyms and Abbreviations

(Not all of the following will appear in every ACED Program document.)

ACED Program	Aqaba Community and Economic Development Program (USAID)
ACT	Aqaba Container Terminal
ADC	Aqaba Development Corporation
ADS	Automated Directive Systems
AIDAR	USAID Acquisition Regulation
AIIE	Aqaba International Industrial Estate
APC	Aqaba Ports Corporation
ASEZ	Aqaba Special Economic Zone
ASEZA	Aqaba Special Economic Zone Authority
ASYCUDA	Automated System for Customs Data
ATASP	Aqaba Technical Assistance Support Program (USAID)
AUC	Aqaba University College
AZEM	Aqaba Zone Economic Mobilization Project (USAID)
BAFO	Best and Final Offer
BDC	Business Development Center
BDS	Business Development Services
CBO	Community-Based Organization
CEDAW	Convention on the Elimination of All Forms of Discrimination Against Women
CO	Contracting/Contracts Officer
COB	Close of Business
COP	Chief of Party
CP	Cost Proposal
CRM	Customer Relationship Management
CSO	Civil Society Organization
CSR	Corporate Social Responsibility
CTO	Cognizant Technical Officer
D&G	Democracy and Governance
DCA	Development Credit Authority
EG	Economic Growth
EGRA	Early Grade Reading Assessment
EO	Economic Opportunities
EOI	Expression of Interest
EPC	Executive Privatization Commission
ERfKE	Education Reform for a Knowledge Economy (USAID)
EU	European Union
FAR	Federal Acquisition Regulation
FDI	Foreign Direct Investment
FDR	Fixed Daily Rate
FHR	Fixed Hourly Rate
FTA	Free Trade Agreement
FZC	Free Zones Corporation
GDA	Global Development Alliance
GDP	Gross Domestic Product
GEM	Gender Entrepreneurship Markets
GIS	Geographic Information System
GOJ	Government of Jordan (the central governing entity of Jordan)
GPS	Global Positioning System
HR	Human Resources

ICDL	International Computer Driving License
ICT	Information and Communications Technology
INJAZ	Economic Opportunities for Jordanian Youth Program
IPR	Intellectual Property Rights
IQC	Indefinite Quantity Contract
ISP	Internet Service Provider
IT	Information Technology
JD	Jordanian Dinar
JIB	Jordan Investment Board
JNA	Jordan National Agenda
JNCW	Jordanian National Commission for Women
JUSBP	Jordan-United States Business Partnership
KOJ	Kingdom of Jordan (the country within its physical boundaries)
LCDD	Local Community Development Directorate (ASEZA)
LECP	Local Employee Compensation Plan
LOE	Level of Effort
LTTA	Long-Term Technical Assistance
M&E	Monitoring and Evaluation
MENA	Middle East and North Africa
MFI	Microfinance Institution
MIS	Management Information System
MOF	Ministry of Finance
MOL	Ministry of Labor
MOPIC	Ministry of Planning and International Cooperation
MOTA	Ministry of Tourism and Antiquities
MOU	Memorandum of Understanding
MSME	Micro, Small & Medium Enterprises
NDA	Neighborhood Development Activity
NDC	Neighborhood Development Committee
NICRA	Negotiable Indirect Cost Rate
NGO	Non-Governmental Organization
NTS	National Tourism Strategy
PACE	Participatory Action for Community Enhancement
PMP	Performance Management Plan
PPP	Public Private Partnership
PR	Public Relations
PSD	Private Sector Development
R&D	Research and Development
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposal
RFQ	Request for Quotation
SABEQ	Sustainable Achievement of Business Expansion and Quality (USAID)
SIYAHA	The Tourism Project (USAID)
SME	Small and Medium Enterprises
SOW	Scope of Work
STTA	Short-Term Technical Assistance
TA	Technical Assistance
TBD	To Be Determined
TO	Task Order
TOT	Training of Trainers
TP	Technical Proposal
TRIDE	Trilateral Industrial Development

USAID	United States Agency for International Development
VTC	Vocational Training Center
WAEDAT	Women's Access to Entrepreneurial Development and Training
WEPIA	Water Education and Public Information for Action
WTO	World Trade Organization
WTTP	Workforce Technical Transformation Program

ACED Program Frequently-Used Definitions

(Not all of the following will appear in every ACED Program document.)

ACED Program - The Aqaba Community and Economic Development (ACED) Program is a five-year program funded by the United States Agency for International Development, benefiting the people and businesses of the Aqaba Special Economic Zone (ASEZ).

The ACED Program is based in Aqaba city and is composed of activities under three major areas:

- Component 1 will work to strengthen the government institutions and will be working directly with Aqaba Special Economic Zone Authority (ASEZA) and Aqaba Development Corporation (ADC),
- Component 2 will strengthen private sector to become more competitive, through enhancing the capabilities of Micro, Small and Medium Enterprises (MSMEs), and supporting training, and
- Component 3 will be working closely with the local community to develop its capacities and empower NGOs and Community-Based Organizations (CBOs).

In addition, a small grants program will provide 2.5 million US dollars to support various activities within the components.

Aqabite – An individual person in the ASEZ “community” shall be referred to as an “Aqabite.” An “Aqabite” is a person (or co-resident family member) who (1) lives or works in the ASEZ on at least a half-time basis and (2) intends to continue living, working or interacting in the social or business community of the ASEZ for the foreseeable future. Any person meeting these two criteria is to be considered a contributing and recipient development entity of interest in the future affairs of the ASEZ. Further, a student at university, college or secondary school outside of the ASEZ, whose parent is considered an Aqabite, is considered to be an Aqabite and should be considered a contributing and recipient development entity of interest in the future affairs of the ASEZ.

Discipline-based IQC – An Indefinite Quantity Contract that requires a Supplier to provide services in a specific area or discipline is a discipline-based IQC. The ACED Program intends to enter into discipline-based IQCs with a limited number of Suppliers who can offer persons and services meeting the minimum requirements in the discipline areas of interest. These discipline areas may include, but are not limited to, general business training and consulting, marketing analysis and planning, communications, municipal budgeting, environmental monitoring assessment, human resources management, amongst others.

Discipline-based services – Discipline-based services are those technical assistance services supplied within a specific technical discipline area; such as, budgeting, human resource management, marketing, etc.

Indefinite Quantity Contract(s) – Indefinite Quantity Contracts (IQCs) are those which bind the contracting party (in this case, the ACED Program) with a supplier of goods or services, but may not necessarily specify the delivery date(s) or the related quantity of a specific good or service potentially to be acquired.

Labor Categories – The ACED Program expects to acquire future technical assistance (TA) services from service-providers who will be expected to provide labor under four levels of capability, which are referred to a labor categories. The mixture and amounts of service so acquired will vary depending on the parameters of the given RFP for Task Order and its accompanying Statement of Work, if any, leading to the issuance of a Task Order under an awarded IQC. Offerors should review the definitions of these categories as found

in the ACED Program IQC Methodology document, and propose only those labor categories meeting the explicit and implicit minimum requirements.

RFP for IQC – As the ACED Program identifies disciplines in which it expects to frequently seek technical assistance, the ACED Program will define the work at a general level under the identified discipline in a Scope of Work. This Scope of Work will form the basis for the issuance of a Request for Proposal (RFP) for an Indefinite Quantity Contract (IQC) to prospective Offerors on a competitive basis.

RFP for Task Order – The ACED Program will issue Task Orders to IQC holders for specific technical assistance tasks as they are needed. These tasks will be defined in a Statement of Work. This Statement of Work will form the basis for the issuance of an RFP for Task Order to prospective Offerors (in this case, holders of IQCs) on a limited competition basis.

Service Provider – A Service Provider is a person providing technical assistance services being offered by a Supplier (in this case, an entity holding an IQC with the ACED Program).

Scope of Work – A Scope of Work (SOW) is a document that defines broad levels of services and deliverables, which a contracting party (in this case, the ACED Program) seeks to have provided by a Supplier.

Statement of Work – A Statement of Work (never abbreviated) is a document which defines a narrow set of services being “ordered” from a Supplier holding an IQC with a contracting party (in this case, the ACED Program).

Supplier – A Supplier is an entity that may provide the services under an agreement with a contracting party (in this case, the ACED Program).

Task Order – A Task Order is the supplemental contracting vehicle (which may be accompanied by a Statement of Work) by which a contracting party (in this case the ACED Program) secures services from a Supplier holding one of its IQCs.

Validity Period – A validity period is the duration over which an Offeror’s technical and cost proposals will remain valid for acceptance by the ACED Program.

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I. INTRODUCTION and BACKGROUND

The Aqaba Special Economic Zone Authority (ASEZA) and USAID agree that: 1) there is a lack of capacity within ASEZA to properly and efficiently carry out its planning and regulatory functions; 2) the private sector remains dominated by small and medium enterprises that have not yet adopted modern management principles and are not marketing themselves in order to become competitive in a global economy; and 3) the skill sets necessary to take advantage of the economic boom in Aqaba Special Economic Zone (ASEZ) are not present among the local population. Furthermore, the Aqaba Development Corporation (ADC) is also a nascent organization that requires assistance to become a world-class developer.

ASEZA leadership and the Governor of the Governorate of Aqaba have requested USAID to continue with a major program to enhance ASEZA's capacity to deliver services to its clients, especially in the areas of regulation, inspection, enforcement, planning, policy formulation, and municipal services; plus assistance in developing the skills needed by local micro, small and medium enterprise (MSME's) owners and by citizens in Aqaba, to enable them to maximize their benefits from incoming investments. This community-based assistance is to (1) prepare citizens to be in a better position to take advantage of the emerging economic opportunities in the ASEZ, and (2) ensure that the urban growth translates into a higher standard of living for residents.

Based on five and a half years of successes during the implementation of the Aqaba Technical Assistance Support Program (ATASP) and the Aqaba Zone Economic Mobilization (AZEM) program, USAID decided to develop a large-scale economic growth program that would build on lessons learned, adopt new approaches to suit the changing environment in ASEZ, and expand interaction with the local community. The five-year program known as the Aqaba Community and Economic Development (ACED) Program has been designed by USAID/Jordan to address the issues noted above.

The ACED Program is part of USAID/Jordan's Strategic Objective 3 (SO3): "Improved Economic Opportunities for Jordanians". The program will directly support each Intermediate Result (IR) under SO3: IR 1: "More Transparent, Efficient and Responsive Public Sector"; IR 2: "More Effective Legal and Regulatory Environment"; and IR 3: "Increased Depth of Private Sector Growth." It will be the flagship activity for USAID in Aqaba, and it has strong support from ASEZA, as the Chief Commissioner and all the other Commissioners have all expressed support for such a large-scale USAID program assisting them in moving ASEZA's agenda forward. ADC, the development arm of ASEZA, has also articulated its wish for USAID involvement with the development of the Aqaba region, as its charges of improved economic growth and increased trade and investment are central to ASEZA's strategic objectives.

To these ends, the ACED Program will request Offerors to submit proposals which, if awarded, will result in limited-competition access to the Program's acquisitions of future technical assistance (TA). Such TA will be acquired through a methodology called an Indefinite Quantity Contract (IQC). While being awarded an IQC is not a guarantee of future work, the holder of an IQC will have been pre-selected and will only compete against other qualified IQC holders in the discipline of the TA being sought.

The purpose of this document is to define and explain the ACED Program use of an IQC methodology to secure the majority of its technical assistance services from local Jordanian entities. This methodology is fully explained hereinafter with representative

attachments depicting documents, which will lead to the competitive acquisition of services to support ACED Program work plan initiatives.

NOTE – All attachments to this document, except Attachment E, relate to the steps expected to result in award of discipline-based IQCs to one or more Jordanian entities. The process regarding the actual subcontracting of work, if any, through the issuance of a Task Order under a given IQC is essentially outside the scope of this document; however, this process will be defined in issued discipline-based IQCs.

2. DEFINITION AND PURPOSE OF INDEFINITE QUANTITY CONTRACT

Indefinite Quantity Contracts (IQCs) are those which bind the contracting party (in this case the ACED Program) with a supplier of goods or services, but do not specify the delivery date(s) or the related quantity of a specific good or service potentially to be acquired. In fact, most IQCs promise no ultimate obligation on the contracting party to actually acquire goods or services from any of the Offerors in the future. However, both the contracting party and the Offerors who enter into IQCs recognize the benefits of “pre-arrangement” for potential procurement of goods or services so that future needs can be more rapidly and simply addressed.

3. USAGE OF IQCs UNDER THE ACED PROGRAM

The ACED Program intends to enter into a number of IQCs with local Jordanian entities primarily for consulting services (rather than goods) in preparation for the delivery of various defined and yet-to-be-defined technical assistance (TA) under its contract with USAID/Jordan. For each identifiable discipline (such as general business management, human resource management, budgeting and finance, legal services, etc.), a separate solicitation to prospective Offerors capable of providing services in those disciplines will be prepared and released to assure competition among potential suppliers. Those Offerors evaluated as being qualified to provide the technical services desired will then be further subject to USAID approval as to fully-burdened fixed daily rates for individual providers and other factors. Upon approval from USAID, the ACED Program will enter into an IQC with each entity so approved for both discipline and rates.

4. STANDING INSTRUCTIONS TO OFFERORS COMPETING FOR IQCs

Administrative parameters of the ACED Program’s IQC methodology are found in this section of this document. The sections following this section address specific requirements related to technical and cost proposal submission.

4.1 General

- 4.1.1. Potential Offerors invited to submit proposals against a discipline SOW are under no obligation to do so.
- 4.1.2. Offerors will not be reimbursed for any costs incurred in connection with the preparation and submission of their proposals.
- 4.1.3. Offerors are encouraged to submit best offer proposals.
- 4.1.4. For the purposes of interpretation of these Instructions to Offerors, the periods named herein shall be consecutive calendar days.
- 4.1.5. The Aqaba Community and Economic Development (ACED) Program reserves the right to conduct negotiations once a successful bid is identified, or to make an award without conducting negotiations based solely on the written proposals if it decides it is in its best interest to do so.
- 4.1.6. The ACED Program reserves the right not to make any award.
- 4.1.7. These Instructions to Offerors will not form part of the offer or of the IQC. They are intended solely to aid Offerors in the preparation of their proposals.

4.2 RFP Contact Information

To communicate with the Aqaba Community and Economic Development Program office, potential Offerors may fax an inquiry to 03.201.7760, or use the email: info@aced-jordan.com

4.3 RFP Schedule

For each discipline-based SOW, a separate RFP will be issued with an associated schedule* of events/dates including the following:

RFP Released	Date/Month, 2008
Written Questions Submitted	Date/Month, 2008
Answers to Submitted Questions	Date/Month, 2008
Proposals Due	Date/Month, 2008
Presentations by Short-listed Offerors (if applicable)	Date/Month, 2008
Final Award of IQC to Offeror(s)	Date/Month, 2008
Contingent upon USAID approval	

***SHOULD ANY CHANGES IN THIS SCHEDULE OCCUR, ALL POTENTIAL OFFERORS WILL BE NOTIFIED.**

See Attachment B to this document for a sample RFP that is indicative of the document that will be used to secure proposals for discipline-based IQCs.

4.4 Type and Funding of Awards

The ACED Program anticipates multiple IQCs to be issued, using a time-and-materials format, covering each discipline under which the Program expects to acquire technical assistance services in the future. All awards will be in Jordanian Dinars.

4.5 Submission Requirements

Each discipline-based RFP may contain unique requirements as dictated by the discipline and ACED Program needs; however, generally the submission requirements are defined below.

4.5.1 Language: The proposal and all associated correspondence must be in English. Any award document resulting from this request will be in English.

4.5.2 Currency: The Offeror's cost proposal shall be presented in Jordanian Dinars.

4.5.3 The delivery of the Offeror's technical and cost proposal shall be as follows:

Electronic – Two separate email submissions: one for Technical and one for Cost, with the respective attachments thereto being fully stand-alone documents in Microsoft Word, Microsoft Excel, or Adobe Acrobat format; and/or

Hard Copy – Two separate envelopes: one for Technical and one for Cost.

NOTE: It is the responsibility solely of the Offeror to assure that any proposal document or other communications reach the ACED Program by the specified due date/time, if any. Should more than one copy of a proposal be submitted by an Offeror, the copy with the latest date of Offeror signature will be presumed to be the valid submittal, if received by the ACED Program prior to the specified due date/time.

4.5.4 Marking the Offeror's technical proposal and cost proposal shall be as follows:

Technical: [Firm Name] Technical Response to RFP No. _____.

Cost: [Firm Name] Cost Response to RFP No. _____.

4.5.5 Authorized Signer: Offers must be signed by a certified representative and provide evidence demonstrating that the representative has been duly authorized to negotiate on behalf of the Offeror and to bind the Offeror to the Offer. An offer submitted by a corporation must bear the seal of the corporation, or include a separate corporate certification document that the signer of the Offer is a person duly authorized to submit an Offer on behalf of the Offeror and to bind the Offeror to the Offer.

4.5.6 Validity Period: The Offeror must state in its proposal the validity period of its proposal offer. The minimum offer validity period for this procurement is 120 days after the last date for receipt of proposals. Offers with a shorter validity period will be rejected.

- 4.5.7 Regarding Authorized Negotiator(s), each Offeror shall provide the name, title, email, and telephone number of the person or persons in the firm who are authorized to negotiate and execute the IQC, if awarded.

4.6 Eligibility of Entity – Competency

Each discipline-based RFP may contain unique requirements as dictated by the discipline and Program needs; however, generally an Offeror must demonstrate that it:

- Has adequate financial resources including appropriate insurance coverage to perform the contract, or the ability to obtain them;
- Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record;
- Has a satisfactory record of integrity and business ethics;
- Has, in support of its corporate capabilities, the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (under this category the Offeror must provide a description of its legal status, including details such as date and place of incorporation, if appropriate, and relationship to parent companies or subsidiaries, etc.);
- Has, in support of its professional capabilities, the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

In addition, Offerors will be asked to indicate the name and contact information for any U.S. Government audit agency that has reviewed/audited the Offerors' systems as noted below, as well as the date of such review/audit, if any, and the agency's determination regarding the following:

- Accounting System to include billing system, labor cost charging and allocation system
- Purchasing System
- Compensation System

4.7 Eligibility of Entity – Source/Origin/Nationality

The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is the United States (Geographic Code 000). However, the regulations that govern the nationality of suppliers also provide for local procurement (e.g., from duly constituted Jordanian firms) of up to \$250,000 for services, such as those envisioned to be acquired under the IQC methodology. The definition of a "duly constituted Jordanian entity" is one which is legally established and based in Jordan, with more than 50 percent ownership being held by Jordanian nationals and who proposes only [note: really? No foreigners at all?]

employees who are residents of Jordan. Offerors who choose to submit proposals must include a certification in the submitted proposal that they meet the above criteria.

A full discussion of the source/origin/nationality requirements may be found at 22CFR228 (see http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html for the full set of references). Offerors whose proposals fail to meet nationality requirements will be judged non-responsive.

4.8 Late Offers

Offerors are wholly responsible for ensuring that their Offers are received by the ACED Program in accordance with the instructions stated herein. A late Offer will not be eligible for consideration and will be rejected without evaluation, even if it was late as a result of circumstances beyond the Offeror's control. A late Offer will be considered only if the sole cause of its becoming late was attributable to the ACED Program, AECOM International for Development, its employees or agents.

4.9 Modification/Withdrawal of Offers

An Offeror has the right to withdraw, modify or correct its offer after such time as it has been delivered to the ACED Program, provided that the request is made before the offer closing date.

4.10 Disposition of Proposals

Proposals submitted in response to any discipline-based RFP will not be returned. For official record purposes, the ACED Program will retain two (2) sets of each offer: one at the AECOM International Development home office and the other at the program office in Jordan. Any remaining copies of each unsuccessful offer will be destroyed. Reasonable efforts will be made to ensure confidentiality of both Cost and Technical Proposals from all Offerors. Any discipline-based RFP issued by the ACED Program does not seek information of a highly proprietary nature, but if such information is included in an Offeror's proposal, the Offeror must alert the ACED Program and annotate the subject material by marking it "Confidential and Proprietary" so that this material so designated can be treated appropriately.

4.11 Sole Sourcing contracts

While the purpose of the use of an IQC methodology is to allow multiple local contractors to compete on work quickly and efficiently, there may be occasions when it is in the best interests of USAID to sole source a particular Statement of Work to one entity. The ACED Program is able to sole source a task order if any of the following requirements are met:

1) Only one responsible source and no other supplies or services will satisfy program requirements

When the supplies or services required by the Program are available from only one responsible source, and no other type of supplies or services will satisfy Program

requirements, full and open competition need not be provided for. The sole source contract recipient must show that it:

- (A) Demonstrates a unique and innovative concept, or demonstrates a unique capability of the source to provide the particular research services proposed;
- (B) Offers a concept or services not otherwise available; and
- (C) Does not resemble the substance of a pending competitive acquisition.

2) Unusual and compelling urgency

When the Program's need for the supplies or services is of such an unusual and compelling urgency that the U.S. Government would be seriously injured unless the program is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

3) International agreement

Full and open competition need not be provided for when precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or the written directions of a foreign government reimbursing the program for the cost of the acquisition of the supplies or services for such government.

4) Authorized or required by statute

Full and open competition need not be provided for when a statute expressly authorizes or requires that the acquisition be made through another program or from a specified source; or the program's need is for a brand name commercial item for authorized resale.

5) Public interest

Full and open competition need not be provided for when the USAID head [note: who is this?] determines that it is not in the public interest in the particular acquisition concerned.

Justification requirements

The ACED Program shall not commence negotiations for a sole-sourced contract resulting from an unsolicited proposal, or award any other contract without providing for full and open competition unless the USAID contracting officer:

- (1) Justifies the use of such actions in writing;
- (2) Certifies the accuracy and completeness of the justification; and
- (3) Obtains the approval required.

[note: don't the clauses above apply to USAID procurement, not subcontracting within the ACED program?]

4.12 Clarification of Statement of Work and Deliverables for Task Orders

Once an IQC has been awarded, the process for triggering work is via the issuance of a Task Order against an IQC. If the work being sought requires extensive explanation, a document called a "Statement of Work" (never abbreviated) will be prepared. This Statement of Work would become an informative attachment to a Task Order. The Task Order is the contract document which binds the ACED Program and the supplier,

and it is within this Task Order that the Deliverables related to the particular work being contracted are found. For an IQC solicitation, however, no Statement of Work or Deliverables are included, because the IQC solicitation seeks only to result in a “pre-Task Order” state between the ACED Program and a Supplier.

4.13 *Negotiations*

Should in the course of attempting to establish an IQC relationship between the ACED Program and another party it becomes evident that information in available written documentation is insufficient to properly evaluate proposal data, the ACED Program may enter negotiations under the general understandings following.

- 4.13.1 Prior to the expiration of the validity period of the proposals, the ACED Program shall notify in writing the successful entities submitting the highest evaluated proposals and invite them for contract negotiations, if required. The ACED Program reserves the right to invite more than one entity for parallel negotiations.
- 4.13.1 Negotiations will occur over a reasonable amount of time in order to reach agreement on all points as defined in this document and the relevant solicitation document(s). The primary aim of negotiations is to finalize a draft IQC by the conclusion of the negotiation period so that relevant contract documents can be reviewed and signed by both parties in a timely manner.
- 4.13.1 Should there be a failure to reach agreement on the contents of a contract as stipulated in this document, the ACED Program has the right to terminate the negotiations and invite one or more other entities into negotiations.

5. TECHNICAL PROPOSAL CONTENT FOR IQC

The Technical Proposal from an Offeror in response to a discipline-based IQC solicitation should address the Offeror’s capabilities as a whole and the Offeror’s capabilities in each of the areas discussed in the Scope of Work associated with a solicitation. See Attachment C to this document for a sample Scope of Work that is indicative of the document that will be used to secure proposals for discipline-based IQCs. The technical proposal should consist of the sections noted below.

5.1 *Entity capabilities*

In a brief narrative (no more than 5 pages), the Offeror should address the following:

- Statement of the entity’s experience as it applies to the SOW
- Description of consulting capabilities as applicable to the SOW
- Capabilities of each Service Provider being offered within his/her appropriate Labor Category as applicable to the SOW

5.2 *Technical approach*

For each of the technical areas listed in a discipline-based Scope of Work for which the Offeror wishes to be considered, the Offeror should provide the following:

- Description of approach or methodology to providing the technical assistance in the Scope of Work in no more than ten (10) pages; and
- Attachments to the Technical Proposal, which include summary resumes (no more than 3 pages each) of no more than four Service Providers available for work in each area. These are in addition to the aforementioned page limitations.

5.3 *Other Supporting Documentation*

In further confirmation that the Offeror is an entity meeting the ACED Program IQC criteria, each Offeror must include in its Technical Proposal sufficient documentation to assure the ACED Program and USAID that the Offeror meets the eligibility requirements as defined in Sections 4.6 and 4.7.

6. COST PROPOSAL CONTENTS FOR IQC

The Offeror's Cost Proposal in response to a discipline-based IQC solicitation shall include supporting information regarding at least the categories of costs noted in the following sub-sections. Such information must be provided in sufficient detail to allow a complete analysis of all proposed rates. The ACED Program reserves the right to request, and Offerors by submitting a proposal agree to provide, any other cost/pricing information as may be required by the USAID Contracting Officer in order to secure that official's consent, when applicable, to initiate a resulting IQC. Offers are to be on a time and materials price basis for labor in compliance to the Time and Material Pricing sub-section following.

6.1 *Labor Categories/Fixed Daily Rates*

6.1.1 Time and Materials Pricing

The Offeror shall use the information and tabulation format found in Attachment A to depict the fully-burdened Fixed Daily Rates (FDRs) that are proposed for each Labor Category. The FDRs are to be inclusive of the following elements:

- Salary cost
- Payroll costs (fringe benefits including paid time off for vacation, holidays and sick leave, employer social insurance contributions, etc.)
- Indirect Costs applicable to Labor
- Profit or fee, if any (limited by US Government regulation to under 10 percent)
- Evidence of acceptable Indirect Rates determination

6.1.2 If the Offeror has been reviewed or audited by a US Government audit agency, the Offeror shall indicate the name and contact information for the agency as well as the date of such review/audit, if any, and the agency's determination as a result of the audit or review relative to the following systems:

- Accounting System to include billing system and labor cost charging and allocation system
- Purchasing System
- Compensation System

6.2 Other Direct Costs (ODCs)

Offerors are required to propose any non-labor costs deemed necessary for the performance of the contract. Such costs will be evaluated for cost realism.

These costs are to be reasonable and allowable costs according to the applicable cost principles, and USAID's established policies and procedures.

6.3 Taxes

All prices proposed by Offerors shall be considered to include all other applicable taxes and duties. Under the terms of the Bilateral Agreement between the Government of the United States and the Government of Jordan, the awardee, as a subcontractor to the USAID-funded ACED Program, is exempt from any consular or legalization fees, inspection or validation charges, and any taxes, tariffs, duties or other levies imposed by laws in effect in Jordan. Accordingly no such fees, charges, tariffs, duties or levies will be paid under any IQC awarded by the ACED Program.

6.4 Insurance

The prices proposed by the Offeror shall be considered to include all applicable and appropriate insurance, including but not limited to social security insurance, general liability insurance, or automobile liability insurance, if applicable and any insurance as may be required by Jordanian law. The ACED Program is neither furnishing insurance protection covering nor liable for any claims arising from activities performed by Service Providers under any IQC.

7. EVALUATION

The Aqaba Community and Economic Development (ACED) Program intends to award IQCs resulting from its solicitations to responsible Offerors whose proposals conform to the solicitations and represent the best value after evaluation in accordance with the criteria/factors noted in the respective solicitations. The evaluation criteria noted below will be used as a guide in determining which proposals will present the best value to the ACED Program and USAID. All Offerors will be notified in writing of the results of the evaluation within fifteen working days after the close of the bid.

The ACED Program will evaluate each technical proposal quantitatively based upon the technical evaluation factors set forth below. A technical proposal can be categorized as unacceptable when it has many deficiencies or gross omissions, such as one which (1) demonstrates a failure to understand much of the scope of work necessary to perform the required tasks; (2) fails to provide a reasonable, logical approach to fulfilling much of the requirements; or (3) fails to meet the personnel requirements. A finding of

unacceptability in one technical evaluation factor may result in the entire technical proposal being found to be unacceptable.

An award of an IQC may be made based on initial proposal submission without discussions or negotiations. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. The ACED Program reserves the right to conduct negotiations if determined by the ACED Program to be necessary.

The Technical proposal evaluation criteria will typically be depicted in four major categories, in relative order of importance for each discipline-based solicitation. Offerors should bear this emphasis in mind in the preparation of proposals. The criteria will reflect the requirements of a particular solicitation. Offerors should note that these criteria (1) serve as the standard against which all proposals under a given solicitation will be evaluated, and (2) serve to identify the significant matters that Offerors should address in their proposals. The implied weights and percentages noted in the table below are illustrative.

1) Overall Experience		40% (40 total points)
Corporate Credentials	40%	(16 total points)
Past Experience	60%	(24 total points)
Subtotal	100%	
2) Technical Approach		30% (30 total points)
3) Personnel Capabilities		20% (20 total points)
4) Project Management		10% (10 total points)
Total		100%

Evaluation points are not awarded for cost; however, the review of the cost proposal shall include an assessment of cost realism, allowability and reasonableness, among other factors, which may be uniquely stated in an SOW. The review of the cost portion of an Offeror's proposal will determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Offeror's stated understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost Reasonableness. The ACED Program will make a determination of cost/price reasonableness of the proposed rates, based on its cost experience for similar items or services, what is available in the marketplace, and/or other competitive offers.
- Cost Completeness. The ACED Program may request additional supporting information to the extent necessary to determine whether the rates proposed are fair and reasonable.
- Cost Control. Overall cost control evidenced by the proposal.

Offerors should note that offers must be sufficiently detailed to demonstrate cost/price reasonableness and completeness, and that Offers including cost/price information determined to be unreasonable, incomplete, or based on a methodology that is not adequately supported may be judged unacceptable.

Offerors are reminded that an award of an IQC may be made based on an initial proposal submission without discussions or negotiations. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint.

8. TERMS AND CONDITIONS UNDER RFP FOR IQC

As the ACED Program identifies disciplines in which it expects to frequently seek technical assistance, the ACED Program will generally define the work under the identified discipline in a Scope of Work. This Scope of Work will form the basis for the issuance of an RFP for IQC to prospective Offerors on a competitive basis. This RFP for IQC shall include text as noted below in italics. (Note that the "8" at the beginning of the paragraph numbers below are for reference within this document only.)

The following Terms and Conditions are not negotiable and shall be complied with by all Offerors responding to this RFP for IQC.

- 8.1. *This is a Request for Proposal only, and in no way obligates the ACED Program or USAID to award a contract. This solicitation is subject to the Terms and Conditions attached hereto. The resultant award will be governed by these Terms and Conditions.*
- 8.2. *"Supplier" means the entity that may ultimately supply the services implied under this RFP for IQC.*
- 8.3. *"Agent" means the ACED Program, under this RFP for IQC.*
- 8.4. *This RFP for IQC is being placed on behalf of the ACED Program, an official project of the Government of the United States, and as such, it is free and exempt from any consular or legalization fees, inspection or validation charges, and any taxes, tariffs, duties or other levies imposed by laws in effect in Jordan. No such fees, charges, tariffs, duties or levies will be paid under any award(s) as a result of this RFP.*
- 8.5. *The Supplier must be a citizen or legal resident of, or a legal business organized under the laws of, the United States or Jordan. The Offeror shall submit its certified registration documentation.*
- 8.6. *The Agent may, by written notice of default sent to the Supplier by registered mail, terminate in whole or in part any IQC or Task Order resulting from this RFP for IQC, if the Supplier fails to perform any of the other provisions of any IQC or Task Order resulting from this RFP for IQC, or so fails to make progress as to endanger performance of any IQC or Task Order resulting from this RFP for IQC in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as the Agent may authorize in writing) after receipt of notice from the Agent specifying such failure.*

- 8.7. *In the event of disputes arising in connection with this RFP for IQC or any resulting IQC or Task Order, if any, the parties shall make reasonable attempts to reach amicable settlement among themselves. In the event that the parties shall fail to reach an amicable settlement within thirty (30) days, the dispute shall be decided under the Contracts Disputes Act of 1978 (41 U.S.C. 601-613). A claim by the Supplier shall be in writing and submitted to the ACED Program Contracting Officer for a written decision.*
- 8.8. *The Agent reserves the right after signing an IQC with a Supplier to send a Task Order or an RFP for Task Order, with an accompanying Statement of Work, if any, to one or more Suppliers holding relevant IQCs.*

9. AFTER IQCs ARE IN PLACE

An IQC may be awarded to one or more Suppliers responding to a discipline-based solicitation. See Attachment D to this document for a sample Indefinite Quantity Contract that is indicative of the document that will be used to bind the ACED Program and its IQC holders. Note that with the execution of an IQC with the ACED Program, a Supplier must also make certain certifications as noted in Attachment F, which will become part of the executed IQC.

Subsequent to the IQCs being in place, it is intended that most future technical assistance needs of the ACED Program will first be addressed by “competing” for a particular discipline of service among only the IQC holders in the desired discipline and Labor Category. Unique assistance needs will dictate evaluation and selection criteria for each potential acquisition of services. The method of actually acquiring a specific service will be through the issuance of a Task Order (TO) against the provider’s IQC.

Offerors are advised that ultimate holders of ACED Program IQCs can generally expect the following sequence of activities related to acquisition of services via TOs under IQCs:

- The ACED Program prepares a Statement of Work for the desired technical assistance within the applicable discipline-based IQC;
- The criteria for evaluating and selecting the provider is determined;
- The Statement of Work and evaluation/selection criteria are distributed to IQC holders in the applicable discipline implied in the Statement of Work;
- Each IQC holder in the target discipline is invited to prepare a response by either submitting resumes of appropriate personnel, or a technical and/or cost proposal, depending on instructions with the RFP for Task Order;
- The Offerors responses are evaluated, with ultimate negotiations leading to an ACED Program recommendation to USAID that an award of a TO under a particular IQC be made; and
- Subsequent to approval by USAID and the issuance of a TO by the ACED Program, the provider commences the work.

See Attachment E to review a sample TO as may be issued to secure TA under an awarded IQC.

10. TERMS OF PAYMENT

Terms of Payment are not negotiable and shall be made in accordance with FAR 52.232-70 and AIDAR 752.232-70 requirements for Time and Material Contracts, subject to the approval of the ACED Program Chief-of-Party as to the satisfactory nature of the deliverables under a specific TO.

ATTACHMENTS

ATTACHMENT A: LABOR CATEGORIES AND PRICING FORMAT

LABOR CATEGORIES

The ACED Program expects to acquire future TA services from up to four levels of service-provider capabilities. The mixture and amounts of service so acquired will vary depending on the parameters of the given RFP for TO and its accompanying Statement of Work, if any, leading to the issuance of a TO under an awarded IQC. Offerors are to review the explanatory text citing the minimum requirements for each Labor Category noted below, and to propose only those service providers meeting the explicit and implicit minimum requirements. It is not required that each Offeror propose service providers in every Labor Category; however, any potential future RFP for TO may request certain labor Categories be a part of an IQC holder's response.

The four **Labor Categories** are as follows:

Project Director/Principal Consultant

Expert individual contributor or manager of a key business unit, which may involve integration of several disciplines or activities, those are diverse in nature and objectives. As an individual contributor, this provider offers broad-based authoritative knowledge of one or more fields of specialization. Recognized by clients and colleagues as an expert in a given domain; makes distinctive and innovative contributions to the field. Actively shapes and drives strategy and policy formulation for sector/sub sector or equivalent. As a manager of a key business unit, provides leadership in functional area and in the development of innovative approaches to difficult strategy, policy or other complex issues.

Minimum Requirements

- Management skills assessed via institutional processes.
- Proven track record of building and managing teams and creating an enabling work environment.
- Proven ability to effectively plan, direct, organize, and administer diverse activities to ensure effective delivery of work program.
- Significant experience in an area of expertise applicable to the discipline-based solicitation, and sound understanding of business issues and experience with full range of the work products and services.

Local STTA, Senior-Level Specialist

Senior professional with comprehensive and in-depth expertise either in a broad area of specialization or in a narrow, specialized field. Recognized by staff as an advisory resource; develops and applies best practices. Routinely leads complex projects and integrates work of other (often multi-disciplinary) professional staff. May provide advice to functional management at tactical level of expertise in area of specialization, contributes to strategy, analysis, and policy formulation. Able to interact with clients at policy level. Maintains external contacts, often with senior counterparts in national governments and/or other organizations. Requires only general guidance, even on complex issues.

Minimum Requirements

- Master's degree and a minimum of 8 years of relevant experience or equivalent combination of education and experience.

- Substantial and diverse experience in virtually all facets of the work implied within the discipline-based solicitation.
- Proven ability to conceptualize, design and implement major projects and to produce major/complex reports or studies.
- Demonstrated professional leadership and ability to lead a team of professionals in the execution of major projects.
- Ability to coach/mentor more junior staff.

Local STTA, Mid-Level Specialist

Fully qualified professional level, requiring practical application of professional knowledge at a broad-based level to complete difficult assignments. Performs fully professional level research, analyses, diagnoses and proposes solutions to moderately complex problems in the field of specialization. Seeks common ground and negotiates issues with internal and/or external clients to recommend for higher approval. Prepares a variety of written products and communications, including important components of major reports. Contacts predominantly with counterparts at the working level in national governments or other businesses and organizations. Gives some knowledge-based guidance to more junior staff.

Minimum Requirements

- Master's degree and a minimum of 5 years relevant experience in one or more professional disciplines applicable under the discipline-based solicitation, or equivalent combination of education and experience.
- Strong theoretical base in subject area, combining a broad grasp of relevant theory and principles and of involved practices and precedent.
- Ability to translate theory into practical applications.
- Ability to participate in multi-disciplinary teams.

Local STTA, Junior-Level Specialist

Typical level for degreed junior incumbents. Knows and uses well the fundamental concepts and practices of a particular field. Provides analytic, research or other professional support to senior professionals. Work is varied and somewhat difficult in character, requiring evaluation, original thinking, and various written outputs, but usually involves limited accountability.

Minimum Requirements

- Master's degree in professional discipline or a Bachelor's degree and 2 or more years relevant experience in areas related to activities contemplated under the discipline-based solicitation.
- Ability to conduct research and analysis on difficult, but well-defined tasks; articulate issues and recommend solutions.
- Ability to draft components of major reports, working papers, etc.
- Ability to effectively provide professional support to senior staff.
- For supervisory job, proven supervisory, organizational and related skills.

Each specialist proposed in the above Labor Categories must meet the minimum language requirements for Arabic language at level 4. English language is highly desirable.

FIXED DAILY RATE PRICING FORMAT

For each Labor Category in which the Offeror proposes one or more service providers, the Offeror shall propose fully-burdened Fixed Daily Rate (FDR) entries in Jordanian Dinars (JD) for a table similar to that shown below. In no case shall the Offeror's year-on-year rates change upward greater than 5% which is comparable to the ACED Program budget parameters for similar internal rates. It is not required that each Offeror propose rates beyond Year 1; however, IQC holders without approved rates for years subsequent to Year 1 may not be eligible to respond to any future RFP for TO with its accompanying Statement of Work, if any, requiring services to be delivered beyond Year 1.

The definition of "Year" is the passing of one calendar year from the date of final signature on the applicable IQC.

For TA provision lasting less than a day, the IQC holder shall divide an FDR in JD by 8 to determine an hourly rate for purposes of billing the ACED Program. In no case shall a single Service Provider's daily efforts result in a billing to the ACED Program of greater than the respective FDR in the IQC. Further, the Supplier shall not bill in excess of the USAID/Jordan Local Employee Compensation Plan (LECP) requirements in force at the time of execution of acceptable work by any Service Provider.

The JD rates shown in the table following are for illustrative purposes only.

Labor category	Year 1	Year 2	Year 3	Year 4	Year 5
	FDR	FDR	FDR	FDR	FDR
Project Director/Principal Consultant	150	155	160	165	170
Local STTA, Senior-Level Specialist	140	145	150	155	160
Local STTA, Mid-Level Specialist	125	129	133	137	142
Local STTA, Junior-Level Specialist	110	114	118	122	126

ATTACHMENT B: SAMPLE RFP for IQC

The RFP for IQC on the following page is indicative of such advertisements as the ACED Program may from time to time publish in seeking technical assistance from Jordanian entities providing certain discipline-based services.



Request for Proposal
for Indefinite Quantity Contract (IQC)
RFP-00X-2008

The Aqaba Community and Economic Development (ACED) Program solicits interests for future provision of consulting services under an Indefinite Quantity Contract (IQC) in Aqaba for the following Scope of Work:

Technical Services for Component 2 (SOW-00X-2008): Local technical experts in fields related to strengthening the private sector to become more competitive, through enhancing the capabilities of Micro, Small and Medium Enterprises (MSMEs) and to the development and delivery of related training.

Consulting Companies or Individual consultants interested in responding to the Scope of Work above must obtain the formal full Scope of Work and the IQC Methodology documents related to this Solicitation by sending a written request to the following email: info@aced-jordan.com or fax: 03 201 7760 stating the number of this SOW in the subject line. Such requests must clearly identify the entity making the request and include sufficient contact information for ACED Program use in delivery of the formal full Scope of Work and the IQC Methodology documents.

Please submit your **Proposal** in full compliance with the formal full Scope of Work no later than 00:00 pm, on MMMMMM DD, 2008.

ATTACHMENT C: SAMPLE SCOPE OF WORK

The Scope of Work in the pages following is indicative of such documentation the ACED Program may from time to time use in seeking technical assistance from Jordanian entities providing certain discipline-based services.



Scope of Work

for

Indefinite Quantity Contract (IQC) for Technical Services in Support of Component 2 Activities in Aqaba

SW # / TO#	SOW- 00X-2008
RFP #	RFP-00X-2008
Potential candidate(s):	All consultants / Consulting firms
Position:	
Local / International:	Local
Maximum Level of Effort:	
Contract Name:	IQC for Technical Services for Component 2 Activities
Contract Number:	N/A
Period of Performance:	February 2008 - October 2012
Maximum Level of Effort:	Indefinite

I. Aqaba Community and Economic Development Program Background

The Aqaba Community and Economic Development (ACED) Program is a five-year program funded by the United States Agency for International Development, benefiting the people and businesses of the Aqaba Special Economic Zone (ASEZ). The ACED Program is based in Aqaba city and is composed of activities under three major areas:

- Component 1 will work to strengthen the government institutions and will be working directly with Aqaba Special Economic Zone Authority (ASEZA) and Aqaba Development Corporation (ADC);
- Component 2 will strengthen private sector to become more competitive, through enhancing the capabilities of Micro, Small and Medium Enterprises (MSMEs), and supporting training; and
- Component 3 will be working closely with the local community to develop its capacities and empower NGOs and Community-Based Organizations (CBOs).

2. Component 2 Objectives

The objectives of Component 2, the Strengthened Private Sector component, are two-fold:

- To ensure that Aqabites are in a position to join the modern workforce, and
- To improve the ability of the private sector in Aqaba to be competitive. This component will work directly with the private sector to enhance the ability of Micro, Small and Medium Enterprises (“MSMEs”) to provide services and products for the tourism industry, construction, manufacturing and the logistical services sectors (ports, trucking, warehousing, etc.). It will also work jointly with the private sector and the government through various training centers and training initiatives to prepare better-trained labor to fill the many long-term jobs that will be created in Aqaba over the coming years.

The component will be working with consultants, trainers and specialized firms to enhance the capabilities of the MSMEs in Aqaba, such projects could include:

- Developing the Aqaba Skills Readiness Index and preparing required programs and trainings
- Training of Trainers
- Establishing Incubator facilities for MSME start-ups
- Enhancing the capabilities of MSMEs
- Facilitate business development services (BDS) provision by strengthening the capacity of existing BDS providers serving clients in the ASEZ
- Assisting non-core activities within larger institutions to be spun-off into the private sector through the creation of new MSMEs
- Business Linkages Center development

3. ACED Program Expectations of the Suppliers

The ACED Program Indefinite Quantity Contract (IQC) Methodology document more fully describes the acquisition of technical assistance (TA) services from an IQC holder. Prospective Offerors are responsible for familiarizing themselves with the contents of this document. Specific work activities, if any, may be described in future TO or RFP for Task Order documents that will include the technical, schedule, deliverable and Labor Category information as may apply to the services desired by the ACED Program at that time.

3.1 Requirements

Local technical experts in fields related to strengthening the private sector to become more competitive, through enhancing the capabilities of Micro, Small and Medium Enterprises (MSMEs) and the provision of related training are being sought at four illustrative level of expertise found in the following Labor Categories:

- Project Director / Principal consultants
- Local STTA, Senior-Level Specialist
- Local STTA, Mid-Level Specialist
- Local STTA, Junior-Level Specialist

Please refer to the ACED Program Indefinite Quantity Contract (IQC) Methodology document, which more fully describes the qualifications required for each of the above noted labor Categories.

3.2 Duration: indefinite

The duration of resulting IQC is “indefinite” and extends from the date of execution by all parties to the end date of the IQC or October 11, 2012, whichever is earlier.

3.3 Coordination

The Service Provider will coordinate with international and local consultants to be identified at a later stage by aced program and work with component 2 team members as well as any designated person(s) within the ACED program as may be determined at the time of signing the contract and thereafter.

4. INSTRUCTIONSTO OFFERORS

General instructions to Offerors are found in the ACED Program Indefinite Quantity Contract (IQC) Methodology document. This document, along with the appropriate discipline-based SOW, will be provided to prospective Offerors responding to competitive IQC solicitations. Prospective Offerors are responsible for reviewing the documents and seeking clarifications, if any, in accordance with a particular IQC solicitation.

5. EVALUATION

The ACED Program intends to award one or more contracts resulting from this discipline-based IQC solicitation. Each technical proposal will be quantitatively evaluated, based upon the specific technical evaluation criteria set forth in each RFP. The evaluation criteria will be used as a guide in determining which proposals will present the best value to the ACED Program and USAID.

6. TERMSAND CONDITIONS

The following terms and conditions are not negotiable and shall be complied with by all Offerors.

- 6.1 This is a Request for Proposal only, and in no way obligates the ACED Program or USAID to award a contract. This solicitation is subject to the Terms and Conditions attached hereto. The resultant award will be governed by these Terms and Conditions.
- 6.2 “Supplier” means the entity that may ultimately supply the services implied under this RFP for IQC.
- 6.3 “Agent” means the ACED Program, under this RFP for IQC.
- 6.4 This RFP for IQC is being placed on behalf of the ACED Program, an official project of the Government of the United States, and as such, it is free and exempt from any consular or legalization fees, inspection or validation charges, and any taxes, tariffs,

duties or other levies imposed by laws in effect in Jordan. No such fees, charges, tariffs, duties or levies will be paid under any award(s) as a result of this RFP.

- 6.5 The Supplier must be a citizen or legal resident of, or a legal business organized under the laws of, the United States or Jordan. The Offeror shall submit its certified registration documentation.
- 6.6 The Agent may, by written notice of default sent to the Supplier by registered mail, terminate in whole or in part any IQC or Task Order resulting from this RFP for IQC, If the Supplier fails to perform any of the other provisions of any IQC or Task Order resulting from this RFP for IQC, or so fails to make progress as to endanger performance of any IQC or Task Order resulting from this RFP for IQC in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as the Agent may authorize in writing) after receipt of notice from the Agent specifying such failure.
- 6.7 In the event of disputes arising in connection with this RFP for IQC or any resulting IQC or Task Order, if any, the parties shall make reasonable attempts to reach amicable settlement among themselves. In the event that the parties shall fail to reach an amicable settlement within thirty (30) days, the dispute shall be decided under the Contracts Disputes Act of 1978 (41 U.S.C. 601-613). A claim by the Supplier shall be in writing and submitted to the ACED Program Contracting Officer for a written decision.
- 6.8 The Agent reserves the right after signing an IQC with a Supplier to send a Task Order or an RFP for Task Order, with an accompanying Statement of Work, if any, to one or more Suppliers holding relevant IQCs.

ATTACHMENT D: SAMPLE CONTRACT

The IQC Contract in the pages following is indicative of such contracts as the ACED Program may from time to time issue to secure technical assistance from Jordanian entities providing certain discipline-based services.



No. IQC-00X-2008
Between
AQABA COMMUNITY and ECONOMIC DEVELOPMENT Program
And

This Indefinite Quantity Contract (IQC) is made as of the DDth of M M M M M 2008, by and between the **Aqaba Community and Economic Development Program** (hereinafter referred to as "**ACED Program**") and _____ (hereinafter referred to as "**Supplier**") for the technical services outlined in SOW-00X-2008 and detailed in potential follow-up Task Orders.

WHEREAS, the ACED Program has requirements for Technical Assistance services under USAID Contract No. PCE-278-C-00-08-00-301-00 for the ACED Program;

WHEREAS, the Supplier certifies that he/she possesses the necessary qualifications, education and work experience to meet the minimum requirements;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. REQUIRED SERVICES

The Supplier shall perform the required services outlined in SOW-00X-2008 and as detailed and ordered via any issued Task Order (TO) related thereto.

2. TERM

The term of this Agreement shall commence on/about M M M M M DD, 2008, and continue until October 11, 2012, or termination as defined in Section 7 herein.

3. STATUS

3.1. The Supplier status under the term of this Agreement shall be that of a Technical Services consultant.

3.2. The Supplier is not an agent of the ACED Program. The Supplier has no power or authority to make representations on behalf of the ACED Program or to incur any indebtedness or liability of any kind on behalf of or in the name of the ACED Program.

3.3. The Supplier will be responsible for the payment of all applicable payroll taxes in accordance with Jordanian law.

4. COMPENSATION

4.1. The ACED Program does not grantee to award any work under a TO to the Supplier;

4.2. The ACED Program may or may not award any work or partial work under any TO to the Supplier;

4.3. Should the ACED Program issue a TO under this IQC, the Supplier will be paid for acceptable work and approved Levels of Effort (LOE) per labor

Category according to the fully-burdened Fixed Daily Rates (FDRs) approved by USAID and reflected in the attached table, or by the appropriate hourly rates as may be calculated by dividing an applicable FDR by 8 for approved and acceptable work durations of less than a day; and

- 4.4. The Supplier is reminded that the ACED Program is not additionally responsible for health or life insurance for the Supplier or any service providers under any Labor Category.

5. PERSONAL AND PROFESSIONAL CONDUCT

Pursuant to the provisions set forth in the ACED Program's contract and generally accepted business norms, Supplier agrees to:

- 5.1 Exercise all reasonable care, diligence and skill in performance of the work outlined in any potential TO;
- 5.2 Treat the nature of the work with the different companies and performed under this Agreement as highly confidential and not discloses any matters without the prior written consent of the ACED Program; and
- 5.3 Abide by local laws in all matters including the conducting of personal affairs.

6. RIGHTS IN DATA

Protection of rights in data are to be preserved by all parties to the IQC by abiding by the minimum requirements noted below.

- 6.1. All writings, books, articles, computer programs, databases, and other material of any nature whatsoever that are subject to copyright protection and reduced to tangible form in whole or in part by the Supplier in the course of this Agreement shall be considered a work made for hire. The Supplier understands and agrees that ACED Program may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through, but not limited to, the publication, broadcast, translation, creation of other versions, quotations therefore, and may otherwise utilize this work and material based on this work.
- 6.2. During the agreement and thereafter, the Supplier agrees to take all actions and execute any documents that the ACED program may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter, all related expenses to be borne by the ACED Program. The Supplier shall identify all materials it intends to exempt from this provision prior to the use or development of such materials.
- 6.3. The Supplier will defend, indemnify, and hold harmless ACED Program against all claims, suits, costs, damages, and expenses that ACED Program may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, ACED Program may withhold any sums due to the Service Provider under this agreement.

7. TERMINATION

In order to establish the conditions under which the ACED Program may terminate the services of a Supplier under this IQC, all parties to this IQC understand and accept the three elements noted below.

- 7.1. The ACED Program reserves the right to terminate this Agreement upon written notice in the event USAID terminates the ACED Program prime contract and/or reduces the length of service, or for other just cause.

- 7.2. If the ACED Program deems Supplier’s work to be unacceptable, the ACED Program may, following a written notification, terminate this Agreement without additional show of cause.
- 7.3. In the event of termination described in 7.1 and 7.2 herein, Supplier’s Service Providers shall be eligible to receive compensation for acceptable work, if any, up to the date of termination work, providing this work was assigned under a dully-issued TO.

8. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties and supersedes any prior written or oral agreements or contemporaneous communications. No amendments, modifications, supplements or waivers to this Agreement shall be binding on either party unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**Aqaba Community and Economic
Development Program
Larry C. Hearn**

Supplier

Date: _____

Date: _____

Attachments which are a part of this Agreement:

- 1. Table of fully-burdened Fixed Daily Rates for Supplier
- 2. Scope of Work
- 3. Certifications, Assurances, and Other Statements of the Supplier

ATTACHMENT E: SAMPLE RFP FOR TASK ORDER

The Sample RFP for Task Order in the pages following is indicative of such documents as the ACED Program may from time to time issue in seeking technical assistance from Jordanian entities holding IQCs for the provision of certain discipline-based services.



**RFP for Task Order
under
Indefinite Quantity Contract (IQC)
for Technical Services for Component 2 Activities**

for

**Conducting a Diagnostic and Drafting an Action Plan for the
Development of the Handicraft Sector in Aqaba**

SW # / TO#	TO- 00X-2008 under SOW-00X-2008
RFP #	RFP-00X-2008
Potential candidate(s):	IQC of Technical Services for Component 2 Activities.
Position:	
Local / International:	Local
Maximum Level of Effort:	
Contract Name:	
Contract Number:	IQC-00X-2008
Period of Performance:	February - March 2008
Maximum Level of Effort:	45 days

I. Background

According to ASEZA records, as of November 2007, there are approximately 2,200 enterprises presently registered in the Aqaba Special Economic Zone (ASEZ) of which 951 have been or are beneficiaries of ASEZ benefits. Over 50% of local enterprises are sole proprietorships, 80% employ less than 5 people, and 60% occupy less than 55m² of space. Wholesale and retail trade dominates with 55% of enterprises, followed by transport, storage and communications (10%), and hotels and restaurants (9%). Manufacturing enterprises comprise over 5% of the total. Overall, the Aqaba enterprise landscape is populated by many small, fragmented enterprises with few larger enterprises that employ more than 250 people. Looking ahead -- based on ASEZA's and ADC's announced and planned investments -- the main drivers for growth in Aqaba will continue to be tourism and related services (transport, hospitality, food and beverage, facilities maintenance), warehousing and logistics, construction and maintenance related trades (electrical, mechanical, carpentry, etc.); IT services; and other general professional services. The planned activities of the Aqaba Community and Economic Development (ACED) Program will primarily focus on targeting three main areas for MSME expansion: (1) increasing the size of existing enterprises in Aqaba; (2) encouraging the establishment of new start-ups in

Aqaba to meet the growing market demand, and (3) attracting existing firms now in Amman to establish branches or new operations in Aqaba.

To take advantage of the importance of the tourism sector in Aqaba and to encourage more women to enter the market while promoting startups, it is proposed that the first incubator should focus on handicraft-related activities. To ensure a correct focus for the incubator is used in its services design a study is to be conducted to assure objectives are met.

2. Objective

Conduct a diagnostic of the handicraft sector in Aqaba identifying potentialities and opportunities for the development of the sector as well as threats and challenges. Design an Action Plan for the sector that includes (1) a Business Plan for the initialization of a handicraft projects' Incubator, (2) a Marketing strategy, and an Incubator staffing Plan. The Service Provider's final report shall include recommendations towards the creation of a more conducive environment for the development of the sector.

3. Activities Required from the Service Provider

The activities following are the minimum required of the Service Provider under this RFP.

- Overview of existing studies of handicraft on a regional and national level.
- Interview of handicraft sector representatives and supporting institutions.
- Analysis of the demand of handicraft products in Aqaba.
- Participation in a survey among a sample of handicraft MSMEs to assess the current position of the sector to define the gap analysis of :
 - Raw materials and supporting industries and services in Jordan
 - Institutional framework in Aqaba
 - Marketing capabilities inside and outside Jordan
- Establish a marketing plan that include possible markets and a strategy to set up cooperative and or consortium and links with handicraft private exporters, wholesalers, retailers, etc
- Design a 3-year Business Plan for the setting up of an incubator that includes needs, logistics, infrastructure and services. This plan should include a proposed annual budget to support the incubator over the period.

3.1 Requirements

One local senior level specialist, per the ACED Program Indefinite Quantity Contract (IQC) Methodology document, in handicraft marketing strategy that should have at least the technical qualifications noted below.

SENIOR LEVEL SPECIALIST IN HANDICRAFT MARKETING STRATEGY

QUALIFICATIONS

- A university degree or equivalent in a relevant field

- 10 years experience in carrying out marketing diagnostics and strategies, particularly for the Handicraft sector
- Thorough knowledge of the Handicraft international market requirements and handicraft quality issues
- Established professional track record
- Superior communication skills and the ability to present policy to private and public sector groups
- Proficiency in English and Arabic

DURATION OF ASSIGNMENT

The duration of this technical assistance is expected to be approximately 45 days, with all work and deliverables to be completed by mid-April.

3.2 RFP for TO Schedule*

RFP for TO Released	January 29, 2008
Proposals Due from IQC holders.....	February 10, 2008
Initial Evaluation Completed.....	February 14, 2008
Final Award Contingent upon USAID technical approval	February 26, 2008

*SHOULD ANY CHANGES IN THIS SCHEDULE OCCUR, ALL OFFERORS WILL BE NOTIFIED.

4. Evaluation and Award

The ACED Program will evaluate each technical proposal quantitatively based upon the technical evaluation factors set forth below.

Specialist Credentials	40%
Past Experience	60%
Total	100%

The award and subsequent issuance of a TO related to this RFP may be made based on initial proposal submission without discussions or negotiations. Therefore, the Offeror's initial proposal should contain the Offeror's best technical offer. The ACED Program reserves the right to conduct negotiations with any Offerors if it determines such negotiations to be necessary and in the best interests of the ACED Program and USAID.

ATTACHMENT F: ASSURANCES AND CERTIFICATIONS BY SUPPLIERS

I. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

- a) The Supplier hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 3. The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 5. USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
- b) If the Supplier is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Supplier establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.
- c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Supplier by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The Supplier recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Supplier, its successors, transferees, and assignees, and the person or

persons whose signatures appear below are authorized to sign this Assurance on behalf of the Supplier.

2. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Suppliers 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.”

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID

who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

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

1. The Supplier, 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 Supplier to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Supplier 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/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Supplier.
 - b. Before providing any material support or resources to an individual or entity, the Supplier 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 Supplier 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 Supplier 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 Supplier 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-
 - 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 Suppliers of food, medical care, micro-enterprise loans, shelter, etc., unless the Supplier 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 Supplier's obligations under paragraph I are not applicable to the procurement of goods and/or services by the Supplier that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Supplier 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.
- 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 sub-national 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.

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

5. Certification of IQC holder.

By signing below the supplier provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFP No. _____

IQC No. _____

Date of IQC _____

Name of IQC holder _____

Typed Name and Title _____

Signature _____

Date _____