



Request for Proposal (RFP) No.	72066421R00001
Issue Date:	November 3, 2020
Questions Due Date	November 13, 2020, 16:30 est
Technical and Cost Proposals Submission Due Date	January 8, 2021, 16:30 est

SUBJECT: Request for Proposals (RFP) RFP No.: 72066421R00001
USAID/Tunisia Visit Tunisia Activity

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development (USAID), Mission in Tunisia, seeks proposals from qualified organizations to implement the Visit Tunisia Activity, as described in the attached Request for Proposal (RFP) as detailed in Section C.

USAID anticipates awarding a Hybrid Cost Plus Fixed-Fee Completion/Single-award Indefinite Delivery-Indefinite Quantity (IDIQ) type contract as a result of this solicitation, covering an estimated period of five (5) years from the date of contract award, consisting of a three (3) year base period and one two (2) year option period. USAID estimates the maximum amount of this contract (costs and fee) in the range of \$26,000,000 to \$30,000,000 for the base period and in the range of \$16,000,000 to \$20,000,000 for the option period.

The North American Industry Classification System (NAICS) code for this acquisition is 541990.

The principal Geographic Code is 937.

This requirement is subject to the availability of funds.

Pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1), this procurement will be conducted under full and open competition procedures. All types of organizations are eligible to compete.

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Offerors must also carefully review

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Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award. Section K - Representations, Certifications and Acknowledgements must be filled out in full by the Offerors. Proposals must be signed by an official who is authorized to bind the organization and are to be submitted to USAID no later than the closing date and time stated above.

To be considered for award for this contract, an offeror will be required to submit a written proposal and participate in oral presentations. Carefully read Sections C, L & M for specific details. Oral presentations are anticipated to begin o/a January 25, 2021 using meet.google.com application.

It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the <http://beta.sam.gov> page in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

Only Electronic submissions will be accepted. No other forms of submission will be accepted. Please note that the initial point of entry to the Government infrastructure for proposal submission is the USAID/Washington Internet server which will determine the timeliness of submission.

Any questions regarding this solicitation must be submitted in writing via email to TunisiaSolicitations@usaid.gov by the date and time specified above. Answers to offerors' questions will be provided in writing via solicitation amendment.

Proposals must be submitted via email to TunisiaSolicitations@usaid.gov. If your organization decides to submit a proposal in response to this solicitation, it must be submitted by the designated date and time indicated in Block 9 of the RFP Cover page (Standard Form 33). Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 52.215-1. Proposals submitted in response to this solicitation shall be valid for no less than 240 days.

If substantive questions are received which affect the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. USAID reserves the right to amend or rescind this solicitation at any time. The solicitation, amendments to this solicitation, and the announcement of contract award will be made available through the government point of entry at <http://beta.sam.gov/>. It is the Offeror's responsibility to check this site periodically for official updates to this solicitation.

Issuance of this solicitation and the submittal of a proposal do not constitute a commitment on the part of the U.S. Government nor USAID to make an award; neither does it constitute an obligation for any costs incurred in the preparation and submission of a proposal.

Furthermore, the U.S. Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

USAID appreciates the time and effort put into preparing proposals in response to this solicitation.

Sincerely,

Craig Smith
Regional Contracting Officer
USAID/Middle East Regional Platform

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	

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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ACRONYMS AND ABBREVIATIONS

CDCS	Country Development Cooperation Strategy
CRP	Country Road Map
DMO	Destination Management Organization
DO	Development Objective
EBRD	European Bank for Reconstruction and Development
EU	European Union
GDP	Gross Domestic Product
GIZ	Gesellschaft für Internationale Zusammenarbeit
GoT	Government of Tunisia
IEE	Initial Environmental Examination
IR	Intermediate Result
J2SR	Journey to Self-Reliance
MENA	Middle East and North Africa
MICE	Meetings, Incentives, Conferences and Exhibitions
NDC	Negative Determination with Conditions
NGO	Non-governmental organization
NTO	National Tourism Office
PS	Private Sector
PSE	Private Sector Engagement
USG	United States Government
WEF	World Economic Forum
WTO	World Tourism Organization

PART I – SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE STATEMENT

The purpose of the Visit Tunisia activity is to capitalize on Tunisia’s natural, cultural, heritage and historical sites to develop a more diversified and high-quality sector that contributes to broad-based economic growth.

B.2 CONTRACT TYPE

This is a FAR 16.102(b) combination award consisting of a Cost Reimbursement-Completion (CLIN 0001, 0002 and 0004) and a single-award Indefinite Delivery/Indefinite Quantity (IDIQ) type contract (CLIN 0003) for the purpose of obtaining private sector partnerships, hereinafter referred to as the Project Fund.

This is a five (5) year contract that consists of a three (3) year base period and a one two (2) year option period. For the consideration set forth below, the contract shall provide the deliverables described in Section F in accordance with the performance standards outlined in Section F of this document.

Under the Cost Reimbursement Completion portion of the contract (CLIN 0001, 0002 and 0004), the contractor shall furnish all personnel, materials, equipment, supplies, facilities, services (except as expressly set forth in this contract as furnished by the Government) and perform all activities necessary for, or incidental to, the performance of work described in Section C.4 and other sections of the contract not specifically identified under CLIN 0002 as the IDIQ Project Fund.

Under the IDIQ portion of the contract (CLIN 0003), the contractor must furnish additional technical assistance arising out of or related to identified and approved private sector partnerships, as required by Government-Issued Task Orders. The services shall be ordered in accordance with Section H.17 entitled “Ordering Project Fund Assistance” and the IDIQ clauses in Section I. As this CLIN is part of this contract and not a stand-alone award, the Government is not required to state or order any minimum number of person-days as otherwise provided in FAR 16.504 (a)(1)). The other CLINs contained in this Contract provide sufficient consideration to make this a legally binding contract, and the Government has no obligation to fund or order under this CLIN.

B.3 ESTIMATED COST, FIXED-FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required for the three (3) year base period, exclusive of fixed fee, if any, is **\$TBD**. The fixed fee, if any, is **\$TBD**. The

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estimated cost plus fixed fee, if any, is **\$TBD**. Cost must be limited to reasonable, allocable and allowable costs determined in accordance with FAR 52.216-7 Allowable Cost and Payment.

(b) The estimated cost for the performance of the work required for the option period, exclusive of fixed fee, if any, is **\$TBD**. The fixed fee, if any, for the Option is **\$TBD**. The estimated cost plus fixed fee, if any, is **\$TBD**. Cost must be limited to reasonable, allocable and allowable costs determined in accordance with FAR 52.216-7 Allowable Cost and Payment.

(c) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **\$TBD**. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

(d) Subject to the availability of funds, this contract will be incrementally funded.

B.4 ESTIMATED COST AND FIXED FEE FOR CLIN 0004]

The total estimated ceiling cost of this CLIN is \$[], exclusive of the associated maximum fee of \$[]. The total estimated ceiling cost and maximum fee is \$[].

B.5 LEVEL-OF-EFFORT

A. In performing Government orders for Technical Assistance under the Project Fund CLIN, the Contractor is obligated to provide up to a maximum of 10,000 person-days.

B. The fee set forth in B.4 is based upon furnishing the level-of-effort specified in paragraph A. The total estimated cost and fixed fee will be established in the individual Government issued Task Orders and shall not exceed the amounts set forth in Section B.4, IDIQ CLIN 0007.

B.6 BUDGET SCHEDULE

CLIN	DESCRIPTION	CLIN TOTAL AMOUNT
0001	Base Period – Technical Assistance (Non-GUC)	

0002	Base Period – Technical Assistance GUC	
0003	Base Period – Supplemental Technical Assistance (STA) – Project Fund (Private Sector Partnerships)(IDIQ)	
0004	Base Period – Infrastructure Provision	
0005	Base Period – Fixed Fee non-GUCs	
0006	Base Period – Fixed Fee GUCs	
0007	Base Period – Fixed Fee Project Fund	
Initial Base Period (Years 1-3) TEC		
1001	Option Period – Technical Assistance (Non-GUC)	
1002	Option Period – Technical Assistance (GUC)	
1003	Option Period – Supplemental Technical Assistance (SAT) – Project Fund (Private Sector Partnerships)(IDIQ)	
1004	Option Period – Infrastructure Provision	
1005	Option Period - Fixed Fee non-GUCs	
1006	Option Period – Fixed Fee GUCs	
1007	Option Period – Fixed Fee Project Fund	
Option Period (Years 4-5) TEC		
TOTAL TEC (Base & Option)		

These CLIN amounts may not be adjusted without a written modification signed by the Contracting Officer. The contractor will not bill any amounts against this contract in excess of the amounts specified for each line item as illustrated above. The base amount plus the option exercised cannot exceed the total estimated cost of the contract.

B.7 INDIRECT COSTS AND CEILINGS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate base for prime contractors and their major subcontractors. Major subcontractors are defined as those whose proposed cost exceeds 20% of the Offeror's total proposed cost.

(a) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Period
	%	1/	1/
	%	2/	2/

% 3/ 3/

1/ Base of Application:
Period:

2/ Base of Application:
Period:

3/ Base of Application
Period:

NOTE: Insert additional indirect rates as needed for all primes and major subcontractors in the above table.

(b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

(c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.8 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable, allowable, and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (AUGUST 2018), FAR 52.216-8, Fixed Fee (JUNE 2011), if applicable, and AIDAR 752.7003, Documentation for Payment (NOV 1998).

The applicable clauses incorporated by reference in Section I are as follows: FAR 52.232-20 Limitation of Cost (applies when the contract is fully funded). FAR 52.232-22 Limitation of Funds (applies while the contract is funded in an amount less than the total cost plus fixed fee).

B.9 PAYMENT OF FIXED FEE

Pursuant to FAR 16.306 (d) Cost-Plus-Fixed-Fee Contracts, payment of the fixed-fee will be divided between fixed payments for activity deliverables, i.e. plans and reports (not to exceed twenty-five percent) and fixed payments based on the completed performance deliverables (seventy-five percent) found in the Fixed-Fee Schedule.

All fixed fee payments are subject to the inspection and acceptance by USAID as specified in Section E of the same and in compliance with the terms of this contract. Upon successful completion of a deliverable, the Contractor must provide evidence of its achievement in accordance with performance standards specified in Section F to the Contracting Officer's Representative (COR). Upon receipt of concurrence by the COR, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable. In the event of discontinuance of the work in accordance with the clause of the contract entitled FAR 52.249-6 Termination (Cost Reimbursement), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed.

The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable. Pursuant to FAR 52.216-8 Fixed Fee, after payment of 85 percent of the fixed fee, further payment of the fee will be withheld until a reserve is set aside not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

Fixed Fee payment schedule is included in Section F.11.

[END OF SECTION B]

SECTION C – SCOPE OF WORK

VISIT TUNISIA PROJECT

C.1 PURPOSE

The Visit Tunisia Project is designed to enhance Tunisia’s tourism potential, with the goal of generating revenue and jobs, particularly for women and youth, and for populations in underserved regions of the country. Through this activity, USAID seeks to contribute to Tunisia’s growth and development to offset the negative economic impact of the coronavirus crisis. The Contractor will work with the relevant ministries, private sector, and donors to advance the objectives while contributing to the following high-level results:

1. Increase in the number of tourists.
2. Increase in the number of jobs in the tourism sector.
3. Increase in tourism revenue.
4. Increase in private sector-led investment and innovation in the tourism sector.

A rigorous monitoring plan will be developed to track and assess progress throughout the life of the activity against established baselines.

C.2 DEVELOPMENT CHALLENGE

Nine years after the Revolution that toppled the dictatorship and established Tunisia as a singular democratic success story, the country’s biggest challenge remains growing the economy and providing economic opportunities, especially for young people and women. In 2019, the country’s slow economic progress was reflected in high unemployment rates, and substantial disparities in living standards and wages between wealthier coastal and eastern regions and the poorer southern and western regions. Female participation in the labor market was 26.5 percent and youth participation was 32.3 percent. Between 2001 and 2019, the country’s gross domestic product annual growth rates averaged 3.18 percent, while inflation remained at a relatively high pace of 6.7 percent. Tunisia’s foreign debt also grew significantly from \$19.6 billion in 2010 to \$36 billion in 2019.

Compounding the already fragile condition of the economy, this year’s COVID-19 pandemic has left the Tunisian government scrambling to rescue the economy. Like many other countries worldwide, in March 2020 the Tunisian government announced measures to confront the resulting crisis. Among these measures the government delayed tax debts, postponed taxes on small- and medium-sized businesses, and delayed repayment of low-income employee loans. The government also announced a \$860 million assistance plan for business and individuals, including \$52 million in allowances for the poorest.

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Tourism is an integral part of the Tunisian economy and the sector's recovery will be vital to revitalizing Tunisia's economy after the pandemic ends. In general, tourism contributes to reducing the current account deficit, improving foreign exchange reserves, and driving broad-based economic growth. In 2019, the tourism sector accounted for 13.1 percent of the Tunisian gross domestic product and employed more than 450,000 people. According to the Tunisian Ministry of Tourism and Handicrafts, 9.4 million tourists visited Tunisia in 2019, a 13.6 percent increase from 2018. Tunisia predicted record numbers for 2020, however, with the coronavirus outbreak, the current outlook for tourism in Tunisia remains grim with no visible reprieve for the sector in the near term. Consequently, the government has reduced its overall economic growth forecast for 2020 to 1 percent from 2.7 percent. Despite Tunisia's wealth of natural and cultural resources, which range from desert to lush areas as well as millennia-old archaeological relics, the 2019 World Economic Forum, Travel and Tourism Competitive Index, ranks Tunisia 85th, last in North Africa after Egypt (65th), Morocco (66th) and Jordan (84th). According to the report, the main factors inhibiting its development are the perception of low safety and security (102nd) and the quality of human resources in the sector (101th).

Recognizing that the sector could be better managed to deliver better results, in 2017 the Tunisian Ministry of Tourism and Handicrafts held regional workshops to build a shared strategy around the following themes: (a) improved accessibility; (b) communications and promotion; (c) sustainable tourism; (d) quality of tourism products; (e) innovation and diversity of products and (f) development and qualification of tourism organizations. However, these workshops have yet to feed into an effective plan to increase the competitiveness and profitability of Tunisia's tourism sector. Absent from these discussions were issues related to access to finance. In the World Bank's 2020 "Doing Business" report, Tunisia ranked 104 out of 190 on the Getting Credit indicator. Banks are more cautious when it comes to lending to businesses in the tourism sector due to seasonality of tourism operations and perception of high risk. It is therefore important that Tunisia builds on the stakeholder consultation to develop a new strategy that is based on new market prospects and key policy reforms initiatives.

C.3 THEORY OF CHANGE

The activity's theory of change is that with the right incentives and full cooperation of the public sector, the private sector in the tourism industry can play a leading role in reviving the economy after the current public health crisis ends. Our theory holds that the positive and commercially sustainable results demonstrated by this activity will help accelerate private sector-led growth and investment to broaden their impact in the sector, further extending growth beyond targeted areas and eventually reducing the need for development assistance.

The theory takes into account a number of critical assumptions and risks. The major assumptions include: that by the time this activity is awarded, the current public health crisis would allow for the achievement of stated objectives; cultural and adventure travel provide a powerful draw for tourism; and improving the business enabling environment will stimulate private investment in the tourism sector and generate increased employment. A major risk to implementation includes the industry's dependence on the economic situation in current source markets. The sector is also highly sensitive to perceptions of danger and lack of health, safety and security. Episodes of increased instability, including large-scale demonstrations, pandemics and/or violence depresses demand.

C.4 OBJECTIVES AND RESULTS

The overall vision behind USAID's investment in Tunisia's tourism sector is to capitalize on the country's natural, cultural and historical endowments to develop a more diversified and high quality sector that will enable the industry to increase overall earnings and contribute more substantially to broad-based economic growth in Tunisia. The activity will have four objectives:

1. Enhance Tunisia's competitiveness as a tourism destination;
2. Increase tourism-related investments and revenue;
3. Improve the enabling environment for sustained growth in the tourism sector; and
4. Private sector engagement to expand the offer and quality of alternative tourism.

General descriptions of the development challenges under each objective listed above, including required activities and results, are described below.

C.4.1 Enhance Tunisia's competitiveness as a tourism destination

An important driver of Tunisia's existing tourism offering is based on large foreign tour operators that market Tunisia as a low-yield, all-inclusive resort product. To compete with other sun-sand-sea holiday destinations, hotels have continuously lowered prices to a point where profits and wages have depreciated to a minimum. Seasonality is also a major impediment to industry growth and impacts all aspects of supply-side behavior in tourism. Each year, the tourism season starts in May, peaks in July and starts dipping in September. As a result, the sector has been unable to sustain jobs during off-peak periods, limiting its ability to attract and retain quality staff throughout the year. Existing curricula and training programs have also failed to line up skills with industry needs. From the 140 countries reviewed, the 2019 World Economic Forum index ranked wages at 130th and customer-orientation at 95th. Women participation in the sector also ranked surprisingly low, and stood at 125th. These conditions can only be sustained if Tunisia intends to continue attracting low-yield, mass-market visitors.

Another challenge for the tourism sector is its dependence on the economic situation in current source markets. Around one third of the 9.4 million tourists in 2019 were predominantly European. France commanded a tenth of arrivals, followed by Russia, Germany, England and Italy. Around 52 percent were from Maghreb countries (Tunisia, Algeria, Morocco, Libya and Mauritania). Economic downturns in these countries, a health crisis or any political instability in Tunisia adversely impacts arrivals and severely harms the tourism industry. It is therefore important for Tunisia to look beyond traditional mass-market tourism, diversify its arrival sources and provide year-round offerings to attract arrivals from different source markets, and boost sector profitability.

Cultural and heritage assets, for example, could provide a powerful draw for year round tourism. Adventure travel is also a trend that can create opportunities for new businesses to provide niche, high value experiences, especially when adventure is combined with cultural heritage experiences. Nature-based travel is also a lucrative segment. Globally, an estimated 10-12 million leisure trips have nature and wildlife as the primary motivation, a niche market that was predicted to grow at 8-10 percent each year. Tunisia also has the potential to attract visitors to Star Wars filming locations, or to its food and wine offerings. Moreover, business events (meetings, incentives, conferences and exhibitions) are an important product segment potential for Tunisia, and can bridge seasonality and generate revenue during the off season. The country, however, has not been able to fully capitalize on these markets.

The Tunisian tourism industry also depends on a reasonable level of stability and security. To succeed in diversifying its source markets and increase demand, Tunisia needs to instill confidence and generate interest in the international marketplace. This requires careful planning and coordination amongst the various industry actors to manage messaging with international media and source market partners. In the past, public authorities and industry players have, to a large extent, relied on foreign tour operators to promote the country's tourism.

It is therefore critical that Tunisia adopts an integrated strategy that enhances its image as an attractive destination, offers sophisticated tourism products, develops resilient sales channels and diversifies into new markets and market segments. Tunisia also needs to produce trained workers to provide higher quality service to tourist arrivals. The following interventions address the main constraints in Tunisia's tourism industry identified under this objective:

Required Activities (Three-Year Base Period)

- Develop a long-term Strategic Plan, Action Matrix, and Branding and Positioning Plan for Tunisia's alternative tourism sector. The plan will: (1) be based on sound research and analysis; (2) developed with and agreed upon by public and private sector stakeholders; (3) include a commercial vision for product diversification,

infrastructure needs and improved service delivery; (4) increase women and youth participation in the sector; (5) include a branding and positioning plan based on commercial demand from source markets and online and social media marketing techniques; (6) include a short-term strategy to restore confidence in, and support recovery of, Tunisia's tourism sector; and (7) include an action-oriented matrix that clearly defines timelines, responsibilities, and human and financial resources required for implementation.

- Develop and implement at least nine (9) targeted campaigns that clearly articulate Tunisia's unique selling proposition.
- In partnership with the private sector, develop at least twenty (20) new commercially sustainable and scalable tourism products, of which at least one (1) new product will be a religious and ethnic minority tourism product that promotes minority religious cultures and exhibits their values and traditions.
- Develop and promote at least ten (10) additional new products, services and experiences in major coastal resorts throughout Tunisia, through day trips and night tours.
- In partnership with the private sector, create market linkages and businesses opportunities in the alternative tourism sector.
- In partnership with internationally recognized institutions, train and certify at least one hundred (100) trainers on tourism and hospitality international quality standards and best practices, of which at least thirty (30) percent are women.
- In partnership with the private sector, train and certify at least two thousand (2,000) tourism professionals throughout Tunisia (of which at least fifty (50) percent are women and thirty (30) percent are youth) including guides, service providers, and hospitality and service businesses throughout Tunisia, to deliver services at internationally recognized quality standards and best practices.
- Improve the efficiency, performance and profitability of at least five hundred (500) targeted businesses in the alternative tourism industry throughout Tunisia, of which at least thirty (30) percent are women-owned.

Expected Results (Three-Year Base Period)

- A strategic plan, a branding and positioning plan and an action matrix that results in at least a twenty (20) percent increase in alternative tourism visitors and obtains commitments of at least \$10 million worth of investments from the private sector two years after its launch.
- Social media and online promotional outlets improve Tunisia's image as an alternative tourism destination, leading to at least a twenty (20) percent increase in views on social media and international online travel services from specialized providers.
- Promote Tunisian alternative products and services in at least two (2) international venues.

- Alternative tourism products developed, each attracting at least fifteen thousand (15,000) tourists each per year by the end of the 3-year base period.
- At least ten (10) new products, services and experiences are developed and promoted in major coastal resorts through day trips and night tours.
- At least a twenty (20) percent increase in the number of overnight stays in underserved regions of the country.
- At least a ten (10) percent increase per year in the number of businesses and intermediaries that independently commercialize alternative tourism services and products to existing and new markets.
- At least eighty (80) percent of the trained tourism professionals are employed six (6) months after being certified.
- Assisted businesses increase revenue by at least ten (10) percent.
- Assisted businesses and partner private sector organizations in the alternative tourism sector generate at least ten thousand (10,000) jobs.
- At least a twenty (20) percent increase in visitor satisfaction at sites and businesses assisted under this project.

Required Activities (Two-Year Option Period)

- Develop and implement at least six (6) targeted additional campaigns that clearly articulate Tunisia's unique selling proposition.
- In partnership with the private sector, develop at least twenty (20) new commercially sustainable and scalable tourism products, each attracting at least ten thousand (10,000) tourists per year by the end of the two-year option period.
- Develop and promote at least ten (10) additional new products, services and experiences in major coastal resorts throughout Tunisia through day trips and night tours.
- In partnership with the private sector, expand and establish at least two (2) new market linkages and businesses opportunities in the alternative tourism sector.
- In partnership with internationally recognized organizations, train and certify at least one hundred (100) additional trainers on international quality standards and best practices in tourism and hospitality, of which at least thirty (30) percent are women.
- In partnership with the private sector, train and certify at least two thousand (2,000) additional tourism professionals (of which at least fifty (50) percent are women and at least thirty (30) percent are youth) including guides, service providers, and hospitality and service businesses throughout Tunisia, to deliver services at internationally recognized quality standards and best practices.
- Improve the efficiency, performance and profitability of at least five hundred (500) additional targeted businesses in the alternative tourism industry throughout Tunisia, of which at least thirty (30) percent of the businesses assisted are women-owned.

Expected Results (Two-Year Option Period)

- The additional campaigns increase the views on social media and international online travel services by at least an additional ten (10) percent.
- The additional alternative tourism products developed, each attracting at least ten thousand (10,000) tourists each per year by the end of the 2-year option period.
- At least twenty (20) new products, services and experiences are developed and promoted in major coastal resorts through day trips and night tours.
- The number of overnight stays in underserved regions of the country increases by an additional fifteen (15) percent.
- At least ten (10) new products, services and experiences are developed and promoted in major coastal resorts through day trips and night tours.
- At least a ten (10) percent increase per year in the number of businesses and tourism intermediaries that independently commercialize alternative tourism services and products to existing and new markets.
- At least eighty (80) percent of the trained tourism professionals are employed six (6) months after they are certified.
- Assisted businesses in the alternative tourism sector increase revenue by at least ten (10) percent.
- Assisted businesses and partner private sector organizations in the alternative tourism sector generate an additional five thousand (5,000) jobs.
- At least an additional twenty (20) percent increase in visitor satisfaction at sites and businesses assisted under this project.

C.4.2 Increase tourism-related investment and revenue

Due to past demand, the bulk of development has been along the coastline, while inner Tunisia continues to struggle from insufficient visitor flows. To diversify its offerings and draw more visitors to inner, underserved regions of the country, Tunisia needs to develop and promote its tourism facilities in remote areas of the country. This will require improving and developing local infrastructure, including tourist paths and signage, as well as enhancing visitor experience at potential tourism sites. This will require close collaboration with government, non-government and private sector stakeholders in the tourism industry to improve the management and promotion of these sites. Community participation is essential for sustainable tourism development, as tourism has a close relationship with the livelihood of the targeted communities. Destination management organizations can play an important role in engaging tourism stakeholders in collaboration, and in promoting and attracting investment and innovation.

Business opportunities for cultural and adventure tourism in non-coastal, interior regions have not matured because Tunisian businesses and their local communities lack the experience, resources, market access, and skills to commercialize these ventures. According to a 2017 study about destination-based tourism options in Tunisia, the growth of local businesses is sensitive to investment and professional expertise. The study confirms that the demand will increase when local and international private firms as well as tour operators

develop tailored packages with options for sophisticated tourists to experience Tunisia's local culture and its nature.

Tunisia needs to encourage tourists to venture out of resorts by providing them with options to spend more on tourism related goods and services. Previously, the World Tourism Organization reported that average per capita spending for tourists in Tunisia stands at \$385, which is markedly less when compared to Egypt (\$890), Turkey (\$770), or Morocco (\$725). The report found that Europeans stay much longer and spend more than their Maghrebi counterparts.

Increasing the average per capita spending from tourists in Tunisia requires measurable interventions, such as increasing overnight stays and increasing expenditures on quality experiences, goods, and services. Tourism businesses will have to realize the needs and desires of more sophisticated tourists when creating and promoting such products and services. The following interventions address the main constraints in Tunisia's tourism industry identified under this objective:

Required Activities (Three-Year Base Period)

- In partnership with the private sector, local businesses and communities, improve and develop at least ten (10) tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, in at least five (5) different geographic areas.
- In partnership with the Government of Tunisia and private sector organizations, facilitate and promote at least six (6) major events and festivals to attract visitors and generate positive media coverage, with an emphasis on underserved regions of the country with demonstrated tourism potential.
- Enhance the capacity of at least one hundred (100) local businesses and professionals to promote and commercialize the renovated sites and facilities, of which at least twenty (20) percent of the assisted businesses are women-owned enterprises.
- Mobilize private sector resources to increase access to finance for at least two thousand (2,000) Tunisian businesses and entrepreneurs in the alternative tourism sector, of which fifty (50) percent are women-owned and twenty five (25) percent are start-ups.

Expected Results (Three-Year Base Period)

- By the end of the three-year base period, at least six thousand (6,000) additional tourists per year visit each of the newly renovated/upgraded sites and facilities.
- A total of at least two hundred (200) local community representatives and business owners contribute to the planning and development of sites and facilities in their respective locality.

- At least one thousand (1,000) individuals attend each major festival or event facilitated and promoted under this activity.
- At least ten (10) percent increase in average tourist spending.
- Increase revenue of assisted businesses promoting the renovated/upgraded tourist sites and facilities by at least ten (10) percent.
- At least twenty (\$20) million of commercial credit and investment capital are mobilized for businesses and entrepreneurs in the alternative tourism industry, of which fifty (50) percent are women.

Required Activities (Two-Year Option Period)

- In partnership with the private sector, local businesses and communities, improve and develop at least five (5) additional tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, in at least two (2) different geographic areas.
- In partnership with the Government of Tunisia and private sector organizations, facilitate and promote at least four (4) additional major events and festivals to attract visitors and generate positive media coverage, with an emphasis on underserved regions of the country with demonstrated tourism potential.
- Enhance the capacity of at least one hundred (100) local businesses and professionals to promote and commercialize the renovated sites and facilities, of which at least twenty (20) percent of the assisted businesses are women-owned enterprises.
- Mobilize private sector resources to increase access to finance for at least one thousand (1,000) additional Tunisian businesses and entrepreneurs in the alternative tourism sector, of which fifty (50) percent are women-owned and twenty five (25) percent are start-ups.

Expected Results (Two-Year Option Period)

- At least six thousand (6,000) additional tourists per year visit each of the additional newly renovated/upgraded sites and facilities.
- A total of at least one hundred (100) local community representatives and business owners contribute to the planning and development of sites and facilities in their respective locality.
- Increase revenue of assisted businesses promoting the renovated/upgraded tourist sites and facilities by at least ten (10) percent one year after the assistance is provided.
- At least an additional ten (10) percent increase in average tourist spending.
- At least one thousand (1,000) individuals attend each major festival or event facilitated and promoted under this activity.
- At least ten (\$10) million of additional commercial credit and investment capital are mobilized for businesses and entrepreneurs in the alternative tourism industry, of which fifty (50) percent are women.

C.4.3 Improve the enabling environment for sustained growth in the tourism sector.

The Tunisian government has a significant role in the tourism sector. The government owns, manages and promotes museums and key historical sites, and organizes and finances major festivals. The Ministry of Tourism and Handicrafts implements the government's policy in the tourism sector. Tourism policy has largely focused on promoting coastal regions, with the bulk of infrastructure investment targeting these regions. The National Tourism Office (Office National du Tourisme Tunisien) is responsible for designing and implementing media campaigns for the tourist sector, and its regional offices in Kairouan, Djerba and Sfax, monitor the quality of tourist infrastructure as well as organize events and festivals. Other public institutions include the newly created workforce development authority (Agence De Formation Dans Les Métiers Du Tourisme) which prepares students for the professions of cooks, confectioners, waiters, receptionists, cleaning agents or tourist guides, and the Agency for Heritage Development and Cultural Promotion (L'Agence de Mise en Valeur du Patrimoine et de Promotion Culturelle) established to manage and promote archeological and historical heritage sites.

Industry associations struggle to define effective channels of communication and advocacy with the government. The private sector, through industry associations and syndicates, need to play a leading role in identifying and advocating for a more enabling policy and regulatory environment for competitiveness and growth in the tourism sector. The Tunisian Federation of Hotels (Fédération Tunisienne De L'Hôtellerie) promotes the sector, represents and defends its members in its relations with the government, and provides recommendations for tourism development. Supported by annual fees from private companies, the Federation Tunisienne Des Agences de Voyages et de Tourisme comprises tour operators and travel agencies as well as tourism transport. Established in 2014 to represent the economic interests of its members, the Tunisian Federation of Tourist Restaurants aims to improve the regulatory environment for hotels, improve the quality of workforce in the restaurant sector, and develop and promote Tunisia's culinary heritage. To achieve a sustainable, diversified and profitable tourism sector, it is important that Tunisia strengthens the capacity of business associations in the tourism sector, and facilitate transparent dialog to allow private sector associations to advocate for better business practices and legislation affecting the industry.

Furthermore, the response to the COVID-19 health emergency is putting huge pressure on public finances. The government needs to apply tools to offset the economic fallout of the crisis. The economic position of the country continues to evolve, making it difficult to assess what the exact impact on the sector and economy will be. Tunisia has already seen their tourism sector battered by travel bans, and it is therefore important to mitigate the potential negative impact on the sector and economy. This requires an exit strategy, a comprehensive recovery plan and unprecedented investment to mitigate the economic costs for businesses severely impacted by the crisis.

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The following interventions address the main constraints in Tunisia’s tourism industry identified under this objective:

Required Activities (Three-Year Base Period)

- Assist the Ministry of Tourism and Handicrafts in developing at least three (3) national strategies, tools, procedures or industry standards for alternative tourism.
- Assist the Ministry of Tourism and Handicrafts advance at least one (1) international agreement (such as the Open Skies agreement) to promote increased travel to Tunisia, spur high-quality job opportunities and increase economic growth.
- Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of the Ministry of Tourism and Handicrafts to accelerate the commercial growth of alternative tourism services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.
- Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of at least three (3) Tunisian industry organizations in alternative tourism to accelerate the commercial growth of services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.
- Encourage and facilitate dialogue between the public, and private sector as well as local communities throughout Tunisia to advance alternative tourism, with an emphasis on localities for which new tourism products and sites are developed.

Expected Results (Three-Year Base Period)

- Strategies, tools, procedures or industry standards improve Tunisia’s alternative tourism and customer service rankings by at least ten (10) percent.
- All necessary analysis and technical assessments contribute to at least one (1) international agreement that advances high-quality employment and expands economic opportunities.
- The digital tools, training, and processes applied by the government and/or business associations result in at least fifteen (15) partnerships with international alternative tourism businesses and private sector organizations.
- Assist the Ministry of Tourism and Handicrafts to organize and implement at least two (2) international study tours and/or trade shows to introduce employees from other relevant ministries to best practices, promote Tunisia as alternative tourism destination, and facilitate international partnerships.
- At least six (6) events are planned, facilitated and implemented to encourage dialogue between national tourism industry associations and/or public sector organizations and/or local communities.

Required Activities (Two-Year Option Period)

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- Assist the Ministry of Tourism and Handicrafts in developing at least two (2) additional national strategies, tools, procedures or industry standards for alternative tourism.
- Through digital solutions, operating procedures, training, and stakeholder outreach, continue to strengthen the capacity of the Ministry of Tourism and Handicrafts to accelerate the commercial growth of alternative tourism services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.
- Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of at least two (2) additional Tunisian industry organizations in alternative tourism to accelerate the commercial growth of services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.
- Continue to encourage and facilitate dialogue between the public, and private sector as well as local communities throughout Tunisia to advance alternative tourism, with an emphasis on localities for which new tourism products and sites are developed.

Expected Results (Two-Year Option Period)

- The additional strategies, tools, procedures or industry standards continue to improve Tunisia’s alternative tourism and customer service rankings by at least an additional five (5) percent.
- The digital tools, training, and processes applied by the government and/or business associations result in at least fifteen (15) additional partnerships with international alternative tourism businesses and private sector organizations.
- At least one (1) additional international study tour and/or trade show organized and implemented by the Ministry of Tourism and Handicrafts and from other relevant ministries to introduce employees to best practice, promote Tunisia as alternative tourism destination, facilitate international partnerships.
- At least an additional six (6) events are planned, facilitated and implemented to encourage dialogue between national tourism industry associations and/or public sector organizations and/or local communities.

C.4.4 Private sector engagement to expand the offer and quality of alternative tourism - Project Fund

Under this objective, the Contractor can use up to six (\$6) million from the 3-year base period and four (\$4) million from the 2-year option period (if exercised) to secure meaningful and innovative partnerships and mobilize private capital and expertise from local and international private sector stakeholders in support of objectives and results in C.4.1 through C.4.3. The use of these funds will be determined by the Project Fund Manual,

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see Section F.7.1.4. The Project Fund should not be used to pay for subcontractors that have a general management role or provide comprehensive technical support on the Project.

The use of funds must follow the principles below:

1. *Clear and transparent criteria and procedures.* Proposed activities must ensure broad participation in managing expectations, selecting partners, making funding decisions, and assessing impact.
2. *Catalytic Impact.* To showcase outcomes that can accelerate private sector growth in the absence of U.S. Government assistance, Contractors must apply market-based approaches that advance business interests, introduce innovation, facilitate risk management, and expand development impact, among other critical elements. These approaches can include pilot interventions in support of the objectives of this award.
3. *Leverage.* Defined as in-kind or cash contributions from partners, leveraging is required, while cost-sharing is not. Contractors must seek and secure partnerships that leverage the necessary expertise and capital in support of the Contract objectives. This includes approaches that seek to achieve a justifiable balance between development and commercial outcomes, and does not include one-sided interventions for development gains in the absence of commercial sustainability or vice-versa. This activity will seek to leverage USAID resources with private sector capital and expertise at a minimum ratio of 1:1. This ratio may be relaxed based on factors such as sex, geography, and age. In select cases the ratio may also be relaxed for new or innovative approaches, technologies or business models that are therefore risky but worthwhile for demonstration purposes or to pursue innovation.
4. *Crowding-in the private sector.* Approaches must incentivize broad private sector participation and avoid market distortions that substitute or displace the private sector. In cases where there is limited or no private sector leverage, Contractors could use the Project Fund to pilot and scale private sector interventions. These include but not limited to introducing new technologies, business management systems, virtual training and mentoring, on-line marketing or other firm- or sector-level support when the business model is untested or perceived as too risky for commercial finance.

Proposed interventions *must also follow the parameters below:*

1. *Impact:* Proposed interventions must consider one or more of the following: gender aspects and implications of specific interventions; support youth entrepreneurs in alternative tourism; maximize employment opportunities; promote tourism products

in underserved regions of the country; increase visitor spending; or increase the number of alternative tourism visitors.

2. *Sustainability*: Proposed interventions must have a deliberate commercial sustainability approach for delivering business models and solutions that can continue and be scaled up in the absence of USAID assistance.
3. *Ownership*: The Contractor must secure ownership for each proposed intervention. Ownership should ensure that partners share risks, commit in-kind or cash resources, benefit from the commercialization of the products or services developed, and advance commercial sustainability.

Illustrative Activities

In support of the interventions listed in sections C.4.1 through C.4.3 of this RFP, other interventions to be considered by the Contractor under this objective include, but are not limited to:

- **Increasing Private Sector Investment**: secure public-private partnerships for the management, upkeep and commercialization of historical and cultural sites, and identify and secure private sector investments to support government spatial plans using a design-build-operate-transfer project delivery method.
- **Introducing new Business models**: support new approaches to test and scale private sector-led solutions to accelerate business activity and investment in the alternative tourism sector.
- **Promoting Innovation**: Support and promote innovations in alternative tourism through digital platforms, mobile applications and virtual reality technology, particularly for women and youth and for people in underserved regions of the country.
- **Mitigating the impact of COVID-19 on Businesses**: Assist priority tourism business severely impacted by the current public health crisis.

C.5 RELATIONSHIP TO MISSION AND AGENCY STRATEGY

The activity aligns with USAID Tunisia’s economic growth Development Objective (DO) 1: “Inclusive Private Sector Employment Increased”, Intermediate Result (IR) 1.1: “Private Sector Competitiveness Increased,” and IR 1.2: “Improved enabling environment for Private Sector Growth.” DO 1 is driven by the need to promote inclusive, private sector-led growth that will reduce unemployment and contribute to Tunisia’s long-term socio-economic transformation.

This activity also supports USAID’s Journey to Self-Reliance (J2SR) Country Road Map (CRP) for Tunisia, which highlights the need to improve economic inclusion of the

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different segments of society. It also supports USAID's 2019 Private Sector Engagement (PSE) Policy assigns a leading role to the private sector as a critical pathway to self-reliance. Specifically, the PSE policy signals an intentional shift to pursue market-based approaches and private sector investment and expertise as a means to accelerate Tunisia's progress on the J2SR. Lastly, this activity supports the 2019 Women's Entrepreneurship and Economic Empowerment Act, which aims to advance women's entrepreneurship, workforce development, and access to skills as well as support an enabling environment for women to succeed economically.

C.6 OTHER RELEVANT U.S. GOVERNMENT ACTIVITIES

The Contractor is expected to coordinate closely with other relevant USAID/Tunisia partners to ensure that activities are strategic and to avoid duplication.

- **Jobs, Opportunity, and Business Success (JOBS):** USAID/Tunisia's JOBS project is a \$69.5 million activity that partners with Tunisian businesses to tackle operational, financial, and management constraints; expand the market; increase revenues; and generate employment opportunities. The activity also develops workforce skills, with training and job placement services for Tunisian firms, to better match the requirements of the private sector. Lastly, the activity supports the economic reform priorities of the Tunisian government to improve the business climate and promote trade and investment.
- **Tunisian-American Enterprise Fund (TAEF):** TAEF is a presidential initiative, authorized through legislation to create a fund for the purpose of encouraging the development of the Tunisian private sector. TAEF makes debt or equity investments in promising small-to-medium sized enterprises to promote growth and employment. TAEF intends to develop an investment portfolio which, over the long term, will become self-sustaining. TAEF is fully funded by the USG to its present \$100 million capitalization and the activity ends in 2030.
- **U.S. International Development Finance Cooperation (DFC):** Officially launched in January 2020, DFC partners together with the private sector will finance solutions to address the critical economic challenges facing Tunisia today. The DFC conducted a Market Assessment to identify the DFC tools that can be deployed to increase capital for Tunisian MSME borrowers across all sectors, and assist the private sector in Tunisia.
- **Tourism Up:** The U.S. Embassy in Tunisia recently launched a \$500,000 project to support the tourism sector in the Governorates of Tozeur and Kebili. The project will provide training to tourism professionals in order to improve their customer service and to focus on developing a communication and marketing strategy to promote the attractiveness of tourism sites in these regions.

- **USAID INVEST:** This activity facilitates innovative private capital solutions for Tunisian businesses, introduces new financial products, and leverages USAID funding with investment capital and expertise from international private sector partners. INVEST will partner with US corporate to mobilize local and international investors to establish an impact investment fund. It will likewise partner with international private sector firms to introduce new financial products, facilitate investments in business incubators, and tap new financial intermediaries to address the unmet demand for commercial financing from Tunisian small and medium sized businesses.
- **Fiscal and Accounting System of Tunisia (FAST):** This activity advances the e-Governance and economic reform priorities of the Government of Tunisia. Specifically, FAST supports the Ministry of Finance’s plan for an enhanced Public Financial Management Information System to increase the efficiency, transparency, and predictability of public finances, and strengthen their capacity to carry out fiscal, budgetary, and revenue collection mandates. FAST aims to also advance e-service solutions for the government to optimize regulations, procedures and authorizations that reduce the time and cost of services for businesses, facilitate investment and trade, and promote innovation.
- **Tackling Unemployment in Tunisia (Mashrou3i):** Mashrou3i, my project in Arabic, is an entrepreneurship training and a workforce development project targeting educated at risk Women in the interior regions of the country where unemployment is highest. Using an online e-learning platform, the project provides training and coaching for new entrepreneurs, equips young job seekers with essential soft-skills to succeed on the job market, and helps higher educational institutions deliver a workforce that matches the private sector needs.
- **Tunisia Accountability, Decentralization and Effective Municipalities (TADAEEM):** TADAEEM supports the principle that an effective government that fosters collaboration between institutions and citizens will contribute to a more democratic and inclusive society. TADAEEM works with Government of Tunisia officials and other partners – especially at the local and regional levels – to help in developing more effective ways to provide public services, ensuring that essential amenities are provided in an inclusive, efficient and accountable manner.
- **Ma3an:** The Goal of Ma3an is to increase the capacity of Tunisian communities to withstand political, social and economic challenges and identify opportunities, through three objectives: strengthened community resilience, and mitigated community vulnerabilities Tunisian partners sustain the model. Ma3an will: empower Tunisian youth, men and women to identify and reduce community-specific vulnerabilities; support and engage local institutions, community service

providers and civil society actors; harness peer to peer mentoring, social networks and communication to engage youth; and catalyze public and private sector resources to create a sustainable foundation for social cohesion and resilience, at local and national levels.

C.7 IMPLEMENTATION CONSIDERATIONS

The Contractor will consider the following:

C.7.1 Digital Strategy, Innovation and Technology

Contractors will have a digital vision in the implementation of this activity. More specifically, Contractors need to include sustainable digital solutions for the delivery of services and technical assistance to beneficiaries, partners and sub-contractors that allow for real-time, adaptive management, and digital feedback loops. Contractors will likewise propose cost-efficient information technology solutions for electronic data collection, performance monitoring and evaluation, and reporting to inform implementation. Check <https://www.usaid.gov/work-usaid/resources-for-partners/section-889-partner-information> for information regarding Section 889 and covered technology.

The tourism sector offers fertile terrain for innovation. Innovation refers to new technologies, new ways of delivering services, more cost-effective adaptation to existing solutions, new ways of accelerating or scaling the implementation of existing proven solutions and policy changes. Digital technologies and platforms have the potential to give businesses in the tourism industry direct access to a global market of travel consumers, vastly expanding their prospects. They can also provide new opportunities for women and youth rural entrepreneurs to improve their market access and financial inclusion. To fully utilize digital platforms, partnerships are key, especially ones that bring businesses to the table with governments and international organizations.

C.7.2 Infrastructure Activities

The majority of the construction activities envisioned include minor development and upgrade work at selected sites, not to exceed \$500,000 in total construction cost. All engineering documents, plans, and specifications will adhere to relevant codes and will be produced and stamped by duly registered engineering firms. Construction activities will be monitored by the designer of record. Construction activities will be separately awarded as fixed price subcontracts to construction firms. A Design-Build subcontracting delivery approach will not be permitted under this project. Section H of this RFP provides specific details of the special provisions for the design, construction and monitoring of construction activities to be undertaken under this activity.

C.7.3 Private Sector Engagement

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USAID’s Private Sector Engagement policy assigns a leading role to the private sector as a critical pathway to self-reliance. Focused on more sustainable and enterprise-driven outcomes in planning, programming and implementation, the policy calls for USAID and its partners to engage the private sector early and often; incentivize their participation; expand the use of USAID approaches to unlock private sector potential; and build and act on the evidence of what does and does not work in engaging the private sector. The Contractor must engage the private sector to expand the offer and quality of tourism services and related products.

C.7.4 New and Underutilized Partners

The Contractor will engage new and underutilized partners to advance Tunisia’s Journey to Self-Reliance. New partners include firms, individuals or organizations that have not received any funding from USAID as a prime partner over the last five years. These could also include local firms and organizations that have received less than \$25 million in direct or indirect awards from USAID over the past five years. The Contractor will seek to partner with these organizations and together co-create and/or co-design interventions and approaches that foster creativity and innovation, mobilize untapped resources, build on their untap capacity, and maximize impact.

C.7.5 Collaboration, Learning and Adaptation

The collaborating, learning and adapting (CLA) approach is based on the understanding that development efforts yield more effective results if they are coordinated and collaborative; test promising, new approaches in a continuous yet also rapid, targeted search for generating improvements and efficiencies; and build on what works and eliminate what does not. It is understood that CLA takes into account programmatic learning and shifts generated by the activity (outward-generating) as well as those adopted by the activity from external learning sources. USAID anticipates that a strong focus on adaptive management techniques as expressed through staffing skills, structure and culture, business processes, and stakeholder engagement will be particularly important in the implementation of this activity, in order to track and adjust to the opportunities to operationally integrate with other activities working in related efforts. Thus, USAID anticipates a CLA approach tailored to the needs and opportunities of this activity, while leaving open options for future evolution in its interpretation and application. The Contractor will demonstrate adaptability that is informed by knowledge gained through learning, and recognize behaviors and incentives necessary to create change. Knowledge gained through learning will influence decision making, resource allocation, and adaptation to contextual shifts. Application of new knowledge to implementation decisions will be reflected in the Work Plan, and the Activity Monitoring, Evaluation, and Learning Plan (Activity MEL Plan).

C.7.6 Gender Considerations

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Women account for less than one-third of Tunisia’s workforce; social and cultural norms still restrict women’s access to economic opportunity. Nonetheless, women can be found in all areas of trade and commerce and they represent an important, under-utilized segment of the working age population. The implementing partner will systematically consider gender aspects and implications of specific interventions, including opportunities to reduce gender-related biases or risks embedded in tourism development. Furthermore, the implementing partner will integrate gender considerations into all planned deliverables. The implementing partner will seek opportunities to promote the equitable professional development of women in targeted interventions. To that end, all data collected for monitoring and evaluation purposes must be sex-disaggregated and surveys and other monitoring and evaluation tools must include questions to elicit information enabling differentiation of impact based on gender.

C.7.7 Youth Considerations

Youth unemployment is an important issue throughout the MENA region, particularly in Tunisia. Coupled with the fragile nature of Tunisian peace, which is closely linked with economic stability and inclusion, the high rate of youth unemployment exacerbates challenges to a sustainable democratic transition. In recent years, Tunisia’s population growth rate has slowed to around one percent per year. While the youth bulge of the 1990s has tapered off and many young Tunisians are now entering their prime working years, there are approximately 2.5 million youth (about 23 percent of the total population) aged 10-24. The youth bulge transition presents Tunisia with the opportunity to capitalize on a potential demographic dividend. In recent years the country has garnered impressive social and political achievements. While addressing the legitimate aspirations of Tunisian youth is critical for Tunisia to sustain its positive momentum, young Tunisians have not been adequately included in the process. The official unemployment rate for youth (15-24) is 38 percent. In reality, of the two million youth that comprise one-fifth of Tunisia’s population, only 22 percent are actually employed, while most are not active in the labor force. Youth economic exclusion is a critical barrier to advancing prosperity and security in Tunisia. According to a World Bank study, a large portion of the youth population in Tunisia are “Not in Education, Employment, or Training” and job seekers spend an average of more than three years looking for a job before finding employment. To cope with unemployment, many young Tunisians migrate to peri-urban areas in greater Tunis, seeking livelihoods and jobs, leading to social marginalization and exclusion. Potential activities will increase employment opportunities for youth in the tourism sector, support youth entrepreneurs in tourism, and provide youth with international quality hospitality technical, vocational and higher education.

C.7.8 Geographic Considerations

USAID has long recognized the critical role of development in addressing social and economic disparities. In the case of Tunisia, a substantial development gap remains between the coast and the underserved interior regions of Tunisia. In the wake of Tunisia's revolution, the government embarked on a series of efforts to increase social inclusion and reduce regional disparities. However, as of today, regional socio-economic imbalances remain, especially for women and youth. To address this development challenge, Tunisia needs to increase investment and economic opportunities in these regions. Consistent with the objectives and performance results included above, the Contractor will be required to develop and promote tourism products in the interior regions of Tunisia.

C.7.9 Sustainability Considerations

USAID defines sustainability as “the extent to which a program continues to deliver benefits after development assistance ends.” For interventions under this activity, sustainability is defined as the commercial outcomes and results that continue, and are scaled and replicated, in the absence of US government assistance. Sustainability, as defined, is critical to the design and implementation of this activity. In keeping with long-term goals of the United States, the Contractor needs to have a deliberate sustainability approach for delivering results that can continue in the absence of USAID assistance. This activity will emphasize building sustainable local capacity in support of activity objectives. Learning from the lessons of global tourism activities, this activity will ensure systematic and sustained engagement of all stakeholders spanning the public sector, private sector, and civil society to ensure sustainability of the assistance provided.

C.7.10 Environmental Compliance.

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204, which, in part, requires that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The Initial Environmental Examination (IEE) for this project contains recommendations for Categorical Exclusion for Non-environmental impacting technical assistance, training, analyses, studies, workshops, and document and information transfer, as per 22 CFR 216.2(c)(2)(i), (iii), and (v). Small-scale repair, rehabilitation, and construction activities qualify for a Negative Determination with conditions per 22 CFR 216.3(a)(2)(iii). For all Negative Determination with conditions activities, the Contractor shall perform an environmental screening process for each activity and develop appropriate Environmental Mitigation and Monitoring Plan (EMMP). The EMMP shall be prepared as early as possible during the planning/design stage and shall consider all phases of the project implementation. The EMMP shall be approved by the Contracting Officer

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Representative (COR) and the Mission Environmental Officer (MEO) prior to any Implementation. Mitigation and Monitoring measures shall consider all phases of the project phases (planning, design, construction, operation and maintenance, and decommissioning). The Contractor shall perform screening for climate change risks as early as possible during the planning stage. Climate Change analysis and considerations shall be reported under the EMMP.

C.7.11 611(e) Certifications

Section 611(e) of the FAA, as amended, provides that no assistance shall be furnished with respect to any capital assistance with an estimated cost in excess of \$1,000,000 (single or in aggregate) unless the beneficiary partner (both financial and human resources) is capable of effectively maintaining and utilizing the project, taking into account among other things the maintenance and utilization of projects in such country previously financed or assisted by the United States. See Section H.14 for more details on 611(e) requirements.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 - MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the contracting officer's representative (COR) indicated on the cover page of this Order, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING AND MARKING POLICY

All USAID-funded foreign assistance (including programs, projects, activities, construction sites public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the “Branding Strategy” and “Branding Implementation Plan,” and specific marking will be described in the “Marking Plan” for the contract.

The Branding Implementation Plan must specifically address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible;
- How to publicize the program, project, or activity in the host country and a description of the communication tools the contractor will use. Such tools can include the following:

- Press releases;
 - Press conferences;
 - Media interviews;
 - Site visits;
 - Success stories;
 - Testimonials from beneficiaries;
 - Professional photography;
 - Public Service Announcements (PSAs);
 - Videos;
 - Webcasts;
 - E-invitations or group emails;
 - Social media; and
 - Other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation for the reasons why branding and marking is not appropriate or possible:
 - Such milestones can be linked to specific points in time, such as the beginning or end of a program, or to specific opportunities, such as the publication of research findings or program successes.
 - Milestones can include, but are not limited to, the following:
 - Launching the program;
 - Announcing research findings;
 - Publishing reports or studies;
 - Spotlighting trends;
 - Securing endorsements from ministries or local non-governmental organizations; and
 - Communicating the impact/overall results of the program.

The Marking Plan must specifically address the following contract deliverables or performance requirements, as applicable:

- a. Grants under contracts (GUC): While prime contracts are exclusively branded and marked with the USAID Identify, grants under contract, when authorized, must be branded and marked like grants. GUCs follow the same rules for branding and marking as assistance awards. The Contractor is responsible for including requirements for branding and marking for grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under this contract.

- b. **Project Funds:** While prime contracts are exclusively branded and marked with the USAID Identify, project funds, when authorized, must be branded and marked like contracts. However, if Project funds are used to provide grants and are approved by the COR, they must follow the same rules for branding and marking as assistance awards. The Contractor is responsible for including requirements for branding and marking for grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under this contract.
- c. **Construction:** While prime contracts are exclusively branded and marked with the USAID Identify, Construction, when authorized, must be branded and marked like contracts. Construction follow the same rules for branding and marking as acquisition awards. The Contractor is responsible for including requirements for branding and marking for construction in its Branding Implementation Plan and Marking Plan.
- d. USAID reserves the right to request pre-production review of USAID-funded public communications and program materials for compliance with USAID’s graphic standards and the approved Marking Plan.
- e. USAID reserves the right to provide guidance on USAID-funded social media communications.

The Contractor is to follow the USAID Graphic Standards Manual and Partner Co-Branding Guide [https://www.usaid.gov/sites/default/files/documents/1869/USAID GSM-02_04_2020.pdf](https://www.usaid.gov/sites/default/files/documents/1869/USAID_GSM-02_04_2020.pdf)

D.3 BRANDING STRATEGY

Activity Name: Visit Tunisia Project. Acronyms must not be used in project titles. Translations to other applicable languages must be proposed by the Contractor and approved by USAID as part of the Branding Implementation Plan.

Branding: All USAID logos on materials and communications produced under this contract must be positioned in accordance with the standardized USAID regulations on branding. The Contractor must use full branding and the USAID tagline “From the American People” on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding must only be considered on a case-by-case basis as considered appropriate by the Contracting Officer (CO) and Contracting Officer’s Representative (COR). All requests for branding waivers require the approval of the USAID Principal Officer.

Desired Level of Visibility: The desired level of visibility is high, except in circumstances where the CO and COR determine that USAID branding could compromise achievement of

the activities results or objectives. All branding must comply with the standardized USAID regulations on branding and USAID identity must be prominently displayed on commodities, equipment and at construction sites. USAID brand must be at least equal in size and prominence with that of its partners, and of other U.S. government (USG) and non-USG entities engaged in a specific activity implemented under this contract, on all public or internal documentation and communications, commodities or equipment, publications, advertising, presentations, studies, reports, websites, brochures, and events.

Organizations to be acknowledged: When activities occur in coordination with other USG or non-USG partners, including Government of Tunisia partners, acknowledgement of the contribution and efforts of these organizations must be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc. Activity documents must not use the Contractor's logo, but must acknowledge that the document was prepared for USAID/Tunisia. Due to the nature of this program, USAID recognizes the importance of allowing some activities not to be marked and branded with USAID logos in order to substantially increase the Tunisian Government's leadership, ownership and responsiveness to meet the needs of the people, and enhance public respect and confidence in its institutions. The Contractor must consult and coordinate with the COR to explore whether visibility will be shared with or solely dedicated to the Tunisian Government.

D.4 MARKING PLAN

(a) The offeror must develop a marking plan to enumerate the public communications, commodities, and project materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

(b) Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of offerors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3 that describes what the Marking Plan must address. Note that marking is not required for offerors' offices, vehicles, and other non-deliverable items.

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

(d) Authority to waive marking requirements is vested with USAID's Principal Officers.

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

D.5 APPROVAL OF CONTRACTOR BRANDING STRATEGY AND MARKING PLAN

The Contractor's Communication Strategy and Branding Strategy and Marking Plan will be finalized and submitted to the COR for Contracting Officer approval prior to award. The Contractor will follow the approved plan during implementation of this contract unless a waiver is requested and approved. Guidance applying for waivers can be found at USAID Automated Directive Supplement Chapter 320, Branding and Marking.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.232-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See the following address (<https://www.acquisition.gov/far/>) for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES – COST – REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES – COST – REIMBURSEMENT	APR 1984

CLIN 0003 Clauses:

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001
52.246-6	ALTERNATE 1	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer’s Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	SEP 2000
52.211-13	TIME EXTENSIONS	SEP 2000
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	ALTERNATE 1	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is three (3) years (Base period) from the date of the Contracting Officer's signature on the cover page, with the option to extend up to two additional years.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is Tunisia.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the Contracting Officer's Representative (COR) and the Contracting Officer (CO) in accordance with the below standards, and will form the basis of the Contractor's permanent performance record with regard to this contract:

- (1) Quality of product or service, including consistency in meeting goals and targets.
- (2) Cost control, including forecasting costs as well as accuracy in financial reporting.
- (3) Schedule, including the timeliness against the completion of the contract, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).

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(4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

(5) Regulatory compliance.

F.5 PROGRAM EVALUATIONS

USAID intends on performing independent evaluation(s) to assess the achievements of Visit Tunisia against stated objectives and goals, and to identify which elements of Visit Tunisia had the most significant impact and which did not, and which aspects of Visit Tunisia design need to be considered for continuation under possible future programs. The evaluation(s) are separate from the annual Contractor Performance Assessment Reporting System (CPARS) evaluation as described in FAR Part 42. The Contractor will be requested to provide input into the program evaluation and must be prepared to collaborate in conducting the program evaluation(s). Unless agreed otherwise by USAID, funds for the evaluation(s) are outside the budget for the Contract, and the evaluation will be contracted with a third-party Contractor. This evaluation will meet all the high-quality evaluation criteria as described in USAID's Evaluation Policy (available at <http://www.usaid.gov/evaluation/policy>). The Contractor shall provide any documentation or other information required to assist with the evaluation or monitoring mission, and grant access rights.

F.6 AUTHORIZED WORK DAY / WEEK

No overtime or premium pay is authorized under this contract. The Contractor is authorized up to a five (5) day, forty (40) hour workweek for long-term staff in the field with no premium pay, and six (6) day, forty-eight (48) hour workweek for short-term advisors in the field with no premium pay. Any other authorizations for extended work day/week for other personnel will need to be sought in a formal written request to the Contracting Officer.

F.7 DELIVERABLES AND REQUIRED REPORTING

In accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit required plans, reports and deliverables to the COR and a copy to the CO. All Contract reports and deliverables must be submitted in English, unless otherwise specified. The Contractor must promptly notify the COR, of any problems, delays, or adverse conditions that materially impair the Contractor's ability to meet contractual requirements.

The COR and the Contractor will develop a standard format for submission of all deliverables and reports within the first 30 days of contract award.

F.7.1 PLANNING PRODUCTS AND TOOLS: (Digital format consistent with Section C)

1. Life-of-Activity Work Plan: The Contractor will submit a Life-of-Activity Work Plan 45 calendar days from the effective date of the contract. The Work Plan must include the activities to be accomplished through the end of the 3-year base performance period. The 3-year Work Plan will be revised on an annual basis for each year of implementation. The Work Plan will be revised for the option years, if exercised, and will be due not later than 30 calendar days after a modification is issued. The format and structure of the Contractor's Life-of-Activity Work Plan will be determined in coordination with the COR.

The Contractor must incorporate all required COR revisions in the Life-of-Activity Plan before the COR provides written approval.

2. Construction Implementation Plan (CIP): In accordance with Section H.13.13 of this award, and before commencement of construction activities, the Contractor must develop and submit a concise but detailed Construction Implementation Plan for USAID approval. This plan may be included as a distinct section of the Contractor's Life-of-Activity Work Plan or submitted as a separate document. The Contractor must ensure the CIP concisely and adequately explains oversight of all construction work by subcontractors and ensures strict adherence to relevant design codes and specifications. The CIP must be regularly updated to include site and activity specific plans and procedures for individual construction activities as they are approved by USAID. Site or activity specific information in the CIP should be included as distinct sections or annexes.

3. Activity Monitoring, Evaluation, and Learning Plan (AMELP): An AMELP, covering the 3-year base period, will be submitted within 60 calendar days of the contract effective date. The AMELP will be revised for the option years, if exercised, and will be due not later than 30 calendar days after a modification is issued. At a minimum, the AMELP: must be consistent with USAID Tunisia's Performance Monitoring Plan, which will be made available to the resulting Contractor after award signature; include, a list of verifiable outcome and output indicators and targets; and include precise definitions for each indicator per the Performance Indicator Reference Sheets (PIRS), and information on data sources and methodology for data collection, including estimated values for baseline data. Contractors shall propose cost-efficient information technology solutions for electronic data collection, performance monitoring and evaluation, and reporting to

inform implementation. The COR will determine the content, format, and structure of the AMELP.

The Contractor's performance will be evaluated on the basis of the AMELP and on targets met. The Contractor will review and validate the AMELP annually, and revise it if appropriate.

4. Project Fund Manual: Consistent with the requirements in Section C.4.4, the Contractor is required to submit a Project Fund Manual to the Contracting Officer that documents the procedures, approaches, and mechanisms for the use of funds. The Project Fund Manual must clearly describe the Contractor's plan to secure meaningful and innovative partnerships, which adhere to the parameters and principles included in Section C.4.4 of this award. The Manual must describe how each Task Order proposal will be developed including the technical approach for completing the work (including a staffing plan), proposed subcontracts (including consultants), proposed level-of-effort and staffing mix, proposed cost and fee, rationale to support pricing for subcontracts, travel, and Other Direct Costs, period of performance/schedule, and any other information pertinent to the completion of the task order as required in the task order request. The content, format and structure of proposed interventions using the Project Fund will be determined in coordination with the COR.

5. Grants Manual: The Contractor is required to submit a Grants Manual to the Contracting Officer for review to provide guidelines for GUCs design, award, financing, and administration. The content, format and structure of proposed interventions using GUCs will be determined in coordination with the COR.

6. Long-term Strategic Plan, Action Matrix and Branding and Positioning Plan for Tunisia's alternative Tourism Sector: Consistent with section C.4.1, the Contractor will develop a long-term strategic plan for Tunisia's alternative tourism sector. The plan should: (1) be based on sound research and analysis, (2) developed with and agreed upon by public and private sector stakeholders; (3) include a commercial vision for product diversification, infrastructure needs and improved service delivery; (4) include an action-oriented matrix that clearly defines timelines, responsibilities, and human and financial resources required for implementation; (5) include a short-term strategy to restore confidence in, and support recovery of, Tunisia's tourism sector from the economic impact of the current pandemic; (6) include branding and positioning of Tunisia's alternative tourism selling proposition based on commercial demand from source markets, commercial marketing principles, and innovative marketing and promotion techniques; and (7) include concrete and meaningful actions to sustainably expand women and youth professional and business development. The COR will determine the content,

format, and structure of the Master Plan and Action Matrix for Tunisia’s Tourism Sector.

F.7.2 REPORTING PRODUCTS AND TOOLS (in digital format that is consistent with Section C):

After obtaining COR approval, the Contractor must upload the reports listed below to the Development Experience Clearinghouse (DEC) (<https://dec.usaid.gov>), as appropriate. Reporting requirements are as follows:

1. Weekly Activity Updates: The Contractor must prepare brief weekly updates. The structure and format of these updates will be determined in coordination with the COR. There are no requirements for these updates to be uploaded to the DEC.

2. Quarterly Progress Reports: The Contractor must submit quarterly progress reports to the COR, within 15 calendar days of the end of each USAID fiscal quarter, reflecting results and activities of the preceding quarter. The COR will determine the scope, structure, and format of the Quarterly Progress Reports. The quarter four report for each year will be the annual report.

3. Annual Report: The annual reporting period must coincide with the Mission’s annual reporting period that ends on September 30th. The COR will determine the scope, structure, and format of the Annual Reports. The Annual Report for the third year of the 3-year based period is also the Final Report for the activity.

4. Other Ad-hoc Reports: As required and at the request of the COR, the Contractor must prepare and present data, information and short reports based on specified formats, and USAID-required processes.

5. Communications and Outreach Products: The Contractor must regularly submit highlights and short notes about the results and impact of interventions. The specific scope, structure, and format of these submissions will be determined in consultation with the COR.

6. Accrual Reports: The Contractor must submit quarterly accrual reports for, which will be submitted to the COR electronically, 10 calendar days prior to the end of each quarter.

7. Participant Training Reports: The Contractor will collect data on all training sessions, conferences, and workshops that it provides under this contract, whether held in the United States, third countries, or in-country. The training data will be entered into TEAMS and submitted to the COR quarterly as part of the Quarterly Report. The Contractor will adhere to USAID policy directives and required procedures governing the design and implementation of participant training activities found in ADS 252, which provides detailed information regarding visa compliance guidelines and ADS 253, which provides guidance on how to implement USAID funded training programs. It should be noted that all host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. Furthermore, TEAMS is the only means of securing the required J-1 visa for USAID-funded Exchange Visitors to the U.S. It is the Contractor’s responsibility to ensure compliance with this requirement. The Contractor should check with the Program Office through their COR on the process for rolling out TEAMS for their activity, roles and responsibilities for managing data in the system, and issuance of USAID sponsored J-1 visas.

8. Short-Term Consultants’ Reports: The scope, purpose, structure, and format of these reports will be determined by the COR in consultations with the Contractor. At the request of the COR, the consultant(s) will brief USAID and other relevant stakeholders.

F.7.3 SUMMARY OF PLANS, REPORTS AND OTHER DOCUMENTS

Plan/Report	Due Date	Submit to
PLAN		
Life-of-Activity Work Plan	For the 3-year Base Period: 45 calendar days of contract effective date. For the 2-year Option Period, if exercised: 30 calendar days after a modification is issued	COR
Construction Implementation Plan	Before commencement of construction activities within the base period, with regular updates to include site and activity specific plans and procedures for individual construction activities as they are approved by USAID.	COR

Activity Monitoring, Evaluation, and Learning Plan (AMELP)	Submitted within 60 calendar days of contract effective date the first year, with annual updates when needed.	COR
Project Fund Operations Manual	Submitted within 60 calendar days of contract effective date	CO
Grants Manual	Submitted within 60 calendar days of contract effective date	CO
Strategic Plan, Action Matrix, and Branding and Positioning Plan	Submitted within 8 months of contract effective date.	COR
REPORTS		
Weekly Updates	Submitted by close of business (COB) the first business day of the following week	COR
Quarterly Progress Reports	Submitted 7 calendar days after the end of each fiscal quarter	COR
Annual Report	Submit 10 calendar days r after the end of each FY	COR
Ad-hoc Reports	Submitted on an ad hoc basis as requested by the COR	COR
Communications and Outreach Products	As determined by the COR in consultation with the Contractor	COR
Accrual Reports	Submit 10 calendar days prior to the end of each quarter	COR
Participant Training Reports	Submitted up to 45 calendar days after the end of each USAID fiscal quarter	COR
Short-term Consultants' Reports	Within ten calendar days after the end of the consultant's assignment	COR

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

(a) Contract Reports and Information/Intellectual Products.

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(1) Within thirty (30) calendar days of obtaining COR approval, the Contractor must submit to USAID's Development Experience Clearinghouse one copy of reports and information products that describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents defined as documents that:

- (i) Describe the planning, design, implementation, evaluation, and results of development assistance; and
- (ii) Are generated during the life cycle of development assistance programs or activities. The Contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:
 - (A) Time-sensitive materials such as newsletters, brochures or bulletins.
 - (B) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause must be submitted to the DEC within thirty (30) calendar days after completion of the contract.

(b) Submission requirements. The Contractor must review the DEC website for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1)Standards

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
- (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), Contractor name(s), name of the USAID COR, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

F.9 KEY PERSONNEL

The following positions are considered Key Personnel:

1. Chief of Party
2. [TBD at time of award]
3. [TBD at time of award]

1. The Chief of Party (COP):

Responsibilities: The COP is responsible for:

- Strategic vision, direction, leadership and management for the activity.
- Overall responsibility for ensuring quality control, cost effectiveness, timeliness, responsiveness and overall performance for the work delivered under Contract, whether by long- or short-term advisors or others.
- Collaborative, productive working relationships with government counterparts, private sector partners, international donors, and other key stakeholders.
- Day-to-day management and implementation of this award.

Required qualifications:

- Bachelor's degree in a relevant field.
- Substantial management experience with projects of similar size, scope and complexity, including three years as a COP or equivalent.
- Solid technical and operational understanding of the delivery of high-quality programs and their implementation modalities and challenges. Experience in

building successful partnership-based approaches to development would be an advantage.

- Demonstrated management, teamwork and technical skills to deliver effective, high quality and sustainable solutions that achieved agreed targets, including the client-focus, initiative and business acumen to anticipate and resolve challenges, manage for results and empower diverse teams.
- Outstanding communications skills to articulate, present and write complex ideas or processes in a concise, logical, persuasive, clear and straightforward manner.

2. [To be determined by Offeror]

Responsibilities:

- [To be determined by Offeror]

Required qualifications:

- [To be determined by Offeror]

3 [To be determined by Offeror]

Responsibilities:

- [To be determined by Offeror]

Required qualifications:

- [To be determined by Offeror]

(a) The Contractor will ensure that the Chief of Party satisfies the requirements outlined above.

(b) All Key Personnel must have substantial private sector experience in their respective areas of expertise as well as experience in leading and managing diverse teams.

(c) At least one Key Personnel must demonstrate a sound understanding of the Tunisian-country context, particularly in the area of tourism and knowledge of individuals and organizations active or engaged in similar areas of work. At least one Key Personnel must have business proficiency in French and/or Arabic.

(d) The Contractor is responsible for providing key personnel for the term required. Failure to provide key personnel at any time during the period of performance may be considered non-performance by the Contractor. The Contractor must take steps to immediately rectify this situation and must propose a substitute candidate with sufficient information and justification to permit evaluation of the impact on the activities and budget.

(e) USAID reserves the right to hold interviews with candidates for Key Personnel positions to establish their ability to perform position duties.

(f) USAID reserves the right to adjust the number of key personnel positions during the performance of the contract.

(g) The Key Personnel provided by the Contractor are considered to be essential to the work being performed and must be an employee of the prime Contractor.

(h) The Contractor must immediately notify the Contracting Officer and COR of any Key Personnel termination - whether voluntary or involuntary - and justifications.

(i) The Contractor may not replace any Key Personnel without the written approval of the CO.

F.10 Special Contract Requirement

“The deviated version of FAR clause 52.232-16 Progress Payments [or Alternate 1] is incorporated into this award to allow for temporary relief during the COVID-19 pandemic. USAID may rescind and replace this deviated clause with the standard FAR clause at a later date.”

F.11 Fixed Fee Payment Schedule

[TO BE INSERTED AT AWARD]

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 - DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034—Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures

[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt. vouchered to date	Amt. vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon

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request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
TITLE: _____
DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records—Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office for this activity is:

U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: OAA/MERP
Giessener Strasse 30
60435 Frankfurt, Germany
Contracting Officer: Craig Smith

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G.3 CONTRACTING OFFICER'S AUTHORITY

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

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) for this Contract will be designated by the Contracting Officer by written letter at the time of award. In the event of a change of the Contracting Officer's Representative or Alternate Contracting Officer's Representative during the term of the Contract; the Contracting Officer will issue a revised letter to the Contractor. Changes of COR or Alt/COR can ONLY be made by the Contracting Officer.

G.5 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is [insert at time of award] and can be reached at [insert at time of award].

G.6 PAYING OFFICE

The paying office for this contract is Financial Management Office, USAID/Serbia:

Controller's Office
92 Bulevar Kneza Aleksandra Karadjordjevic
11040 Belgrade, Serbia
Email: merpbelgrade-invoices@usaid.gov

G.7 ACCOUNTING AND APPROPRIATION DATA

[insert data at time of award]

G.8 TECHNICAL DIRECTOR/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements in the scope of work.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. This includes compliance with USAID and host countries' environmental regulations.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, or scope. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) In the separately issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

(e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of a clause may be accessed electronically at these addresses:

AIDAR: <https://www.usaid.gov/ads/policy/300/aidar>

FAR: <https://www.acquisition.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 7)	
752.7027	PERSONNEL	DEC 1990
752.7031	LEAVE AND HOLIDAY	OCT 1989

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937 for the prime contract and its subcontractors.

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H.4 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

Current Rates:

Period of Performance	Services	Construction	Security	
12/1/19	\$2.00	\$4.50	\$7.50	unless further revised

The Contractor is required to procure DBA insurance through USAID's approved Contractor.

H.5 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences <http://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO.

H.6 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

a. Except as may be specifically approved by the Contracting Officer, the Contractor must procure commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements in 22 CFR part 228, "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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b. Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

c. Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.7 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) The Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The contracting officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

- (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the contracting officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

H.8 PROHIBITION AND ASSISTANCE TO DRUG TRAFFICKING

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor 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.

H.9 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

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

H.10 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during contract performance, the Contractor proposes salary or wages for a new individual(s), then direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract. Merit or promotion increases should not exceed those provided by the contractor's established policy and practice.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (AWCPAS) published at <https://www.opm.gov/policy-data-oversight/seniorexecutive-service/compensation/>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(3) Annual salary increases of any kind exceeding these limitations or exceeding USAID maximum SES established rate (AWCPAS), may be granted only with the advance written approval of the Contracting Officer.

(b) Salaries during Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Work Week

The workday and workweek policies and method of accounting for paid absences including holiday for the contractor and major subcontractors must be in accordance with the Contractor's organizational policies and acceptable accounting procedures which should be compliant with the Office of Management and Budget (OMB) cost principles and the terms of this contract.

No overtime or premium pay is authorized under this contract. The contractor is authorized up to a 5 day workweek for long-term staff in the field with no premium pay, and 6 day workweek for short-term advisors in the field with no premium pay.

(d) Initial Salaries

Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer's Representative (COR). Unless consultants are engaged as labor and hence considered contractor personnel, they are considered subcontractors subject to the applicable clauses and requirements; however, a request for CO approval for a subcontract is not required to be submitted for consultants.

(f) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in the country.

(g) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees Page 3 of 3 and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.11 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCNS) AND COOPERATING COUNTRY NATIONALS (CCNS) (AIDAR 722.170)

(a) General. It is USAID policy that cooperating country nationals (CCNs) and third country nationals (TCNs), who are hired abroad for work in a cooperating country under USAID- direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCNs and CCNs employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCNs and CCNs who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCNs and CCNs may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCNs and CCNs, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The Contractor must ensure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to ensure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the Contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the Contractor, under the terms of the contract.

(h) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the Contractor, under the terms of the contract unless they are residents of the cooperating country.

H.12 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018) (DEVIATION NO. M/OAA-DEV-FAR-20-3c) (APRIL 2020)

(a) *Definitions.* As used in this contract --

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a Contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

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(4) The term "information technology" does not include any equipment that is acquired by a Contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must

simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

(End of Clause)

H.13 SPECIAL REQUIREMENTS FOR INFRASTRUCTURE ACTIVITIES

H.13.1 Management, Administration and Coordination of Construction Related Activities

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The Contractor has overall responsibility for the quality, cost, timeliness, and safety of all construction, rehabilitation, and repair work carried out under this contract. The Contractor is responsible for the coordination of all work performed under the Contract including scheduling of all work, delivery and warehousing of equipment and materials, establishing the work sequence, and completion of the work in accordance with the approved design drawings and specifications and the specified time of completion. The Contractor must ensure that all stages of the construction process and work are completed at high quality, in a timely and safe manner, and within the established budget.

H.13.2 Delivery Approach

For the implementation of construction activities through subcontracts, the Contractor must use a Design-Bid-Build delivery approach where design and construction are sequential and subcontracted for separately with two subcontracts and two subcontractors. A Design-Build subcontracting approach, combining design and construction in a single subcontract with one subcontractor, will not be permitted under this activity without specific approval of the USAID Contracting Officer (CO). Construction activities must be awarded as fixed price subcontracts to construction firms.

H.13.3 Architect and Engineer Design and Construction Oversight

Architectural and engineering designs required under this award must be completed and/or reviewed and certified by a qualified Architecture and Engineering (A-E) firm legally registered to practice the relevant architectural and engineering disciplines in Tunisia. This requirement applies, but is not limited, to all construction activities over the \$500,000 threshold specified in Section C.7.2, or activities that involve the construction of new structures or facilities, affect the structural integrity of existing structures, have the potential to be hazardous to health or safety, have potentially detrimental environmental consequences, or have important historical or archeological value. The Contractor and/or its subcontract A-E firm(s) must possess the necessary insurance or have other means of mitigating risk of potential damages caused by design errors or omissions. The A-E firm(s) may also be utilized to provide project monitoring, oversight, and third-party quality assurance verification as required. The A-E firm(s) is not authorized to alter and/or waive any provisions of the Contract or issue instructions contrary to the terms and conditions of the Contract. The A-E firm(s) and its subsidiaries are prohibited from bidding on any construction solicitation that uses its A-E design.

H.13.4 Codes and Standards

Unless directed otherwise by USAID, all engineering designs for construction and rehabilitation work must be accomplished in accordance with current Tunisian engineering codes and standards, and/or other codes and standards accepted by USAID and Government of Tunisia. Requests for deviation from approved codes and standards, or application of alternative codes must be submitted in writing to USAID for approval with appropriate technical justification, prior to the accomplishment of any affected work. Cost, sustainability, cultural, youth, and gender issues pertaining to each specific construction activity must also be considered in the development of engineering designs.

H.13.5 Religious Preservation.

No funds may be used for the preservation of religious structures unless the Secretary of State or USAID Administrator determines and reports to the Committees on Appropriations that such sites are historically, artistically or culturally significant, that the purpose of the project is neither to advance nor to inhibit the free exercise of religion, and that the project is in the national interest of the United States.

H.13.6 Permits and Approvals.

The Contractor must coordinate with USAID, Host Government authority(s) having jurisdiction, community leaders, host government officials, and other organizations as required during both planning and implementation of construction activities. The Contractor is responsible for acquiring any required permits, approvals, and coordination (prior to, during, and after the construction is completed) with required Host Government entities. The Contractor shall comply with all relevant laws, codes, and regulations of the Host Government as are applicable to the performance of the work. The Contractor may request, in writing, any reasonable assistance in the permit clearance process, and/or importation of materials, supplies, and/or equipment from the COR. A request for assistance will not relieve the Contractor of its responsibilities or obligations under the terms and conditions of the Contract, nor shall the Contractor hold USAID liable for delays, damages or inability to provide assistance.

H.13.7 Management of Construction Subcontracts

The Contractor is responsible for ensuring that all work performed under this Contract by subcontractors is accomplished in strict adherence to the approved design drawings, technical specifications, and required codes and standards. The Contractor must ensure that adequate and direct oversight is in place to monitor and coordinate all subcontract construction activities. The Contractor and its subcontractors must jointly inspect, measure, and monitor all completed work to verify and document that the construction subcontracts are executed in accordance with the contract conditions and approved design specifications. Unless directed otherwise by the USAID CO, the Contractor must retain a minimum of ten percent (10%) of each progress payment otherwise due to a subcontractor in order to protect against unsatisfactory performance on the remainder of the subcontract. The retained amount should be released to the subcontractor upon satisfactory completion of the subcontract or other mutually agreed milestone.

H.13.8 Standards for Accessibility for the Disabled in USAID Construction Contracts (48 CFR § 752.236-70)

- a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the

policy paper can be found at the following website:
https://pdf.usaid.gov/pdf_docs/PDABQ631.pdf

- b. USAID requires the Contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- c. The Contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.
- d. New Construction. All new construction will comply with the above standards for accessibility.
- e. Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the Contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:
 - 1. Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
 - 2. emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."
- g. Waivers: In situations where strict conformance with the aforementioned policy is not in the best interest of USAID or its intended beneficiaries due unreasonable associated costs,

external geographic or physical barriers, cultural issues, or other valid justification, the Contractor may submit a written request to the USAID CO to waive all or part of the above specified requirements.

H.13.9 Construction Warranties

In accordance with FAR 52.246-21, Warranty of Construction, the Contractor must guarantee all the work to be performed and all the materials to be furnished under this contract against defects in materials and workmanship for a period of one (1) year from the date of the construction completion acceptance. The Contractor, must, within a reasonable time but in no case longer than 30 days after receipt of a written notice, repair or replace any defects in materials or workmanship which may develop during the one (1) year period and any damages resulting from repairing or replacing of such defects at its own expense and without cost. In the event the Contractor fails to remedy any such defect within a reasonable time, which in no case must be longer than 30 days after receipt of such written notice, the Government may proceed with having such defects remedied at Contractor's expense, and the Contractor must pay the costs and charges accruing from such work and other damages.

H.13.10 Substantial Completion and Punch List Procedures

Upon substantial completion of each construction activity, the Contractor shall coordinate with the USAID COR to obtain a final list of stakeholders to conduct a joint Substantial Completion Inspection of the completed work (hereby referred to as the "team"). The team will agree on a single date for inspection. The team will evaluate, examine all work for completion and conformance to contract requirements, and witness all final performance tests and inspections. A Site Completion Report shall be prepared by the Contractor to include a "punch list" describing any identified deficiencies. The Contractor and subcontractor(s) shall rectify all Punch List items within 30 calendar days. Upon completion, the Contractor shall re-invite the team to conduct a follow up inspection. Upon successful completion, the Contractor shall request a Substantial Completion Certificate from the COR. The CO will sign the Certificate of Substantial Completion after verification that all outstanding bills to vendors have been paid, that there are no outstanding claims on the works and that the Contractor has demobilized from the site, The warranty period shall commence from the date of the CO's signature on the Substantial Completion certificate.

H.13.11 Final Acceptance

Within 30 days of the completion of the Warranty Period for each construction activity, the Contractor shall notify the USAID COR and host government authority(s) having jurisdiction to mutually agree on a date to conduct a Final Inspection of the completed works. All final inspections and/or performance tests shall be performed in the presence of the USAID and host government authority(s) having jurisdiction and/or their representatives, at USAID's discretion. USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and/or

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performance tests. However, in the event that the representatives of USAID are not available for a period in excess of fourteen (14) calendar days, from the date of the written notification, the Contractor may, with the written approval of USAID, proceed to perform the necessary inspections and tests without USAID's presence being required. Upon successful completion of the Final Inspection, the Contractor shall request a Final Acceptance Certificate from the USAID COR. According to the scope and complexity of individual construction activities, the Contractor may submit a written request to the USAID CO to waive the requirement for a Final Inspection. If said request is approved by the USAID CO, the successful Substantial Completion Inspection will serve as final acceptance.

H.13.12 Construction Records

The Contractor is responsible for satisfactorily completing and maintaining required documentation for all construction activities, which will become part of the Contract record. This documentation must be maintained at the Contractor's main office and on site (as appropriate) and made available at all times for review and audit by USAID and its representatives. The required construction documentation includes but is not limited to:

- i. Daily/Weekly Construction Reports
- ii. Quality Assurance and Quality Control (QA/QC) records
- iii. Quantity Survey (QS) inspection records
- iv. Field Engineer/Site Inspector Daily Log and other inspection records
- vi. Approved shop drawings (if required), redline drawings, and final As-Built drawings
- vii. Meeting minutes and other relative correspondence
- viii. Submittal register (if required)
- ix. Construction progress photos albums with before and after photos for each construction site. Each photo is to be identified as to project, location, activity/subject matter, date, time and photographer
- X. Baseline and progress schedules
- Xi. Dilapidation surveys, structural analyses, and other rehabilitation related records

H.13.13 Construction Implementation Plan

Before commencement of construction activities, the Contractor must develop and submit a concise but detailed Construction Implementation Plan (CIP) for USAID approval. This plan may be included as a distinct section of the Contractor's Annual Work Plan or submitted as a separate document. The CIP must include, but not be limited to, the following:

1. Subcontract Approach: The Contractor must describe in detail its plan to subcontract construction work. This plan must clearly explain the competitive process which will be used to select qualified construction contractors to ensure subcontracts for construction work are within the range of fair market price.

2. **Site Supervision Approach:** The Contractor must describe, in appropriate detail, its plan to provide adequate oversight of all construction work accomplished by subcontractors to ensure strict adherence to relevant design codes and specifications.
3. **Quality Management Plan (QMP):** The Contractor’s QMP must describe the activities, tools, and procedures needed to assure and control a process that delivers a quality construction product, and describe how this process will be adequately documented during implementation of all construction work. The QMP must clearly describe how the Contractor will review, approve and monitor subcontractor Quality Control (QC) procedures, established for each subcontract and the Quality Assurance (QA) procedures that the Contractor will put in place to ensure that all construction work carried out by subcontractors is completed in strict accordance with contract design drawings and technical specifications.
4. **Health and Safety Plan (HASP):** The Contractor must develop and execute a comprehensive and effective worksite health and safety plan to protect life, property and the environment in accordance with applicable local laws and international standards. The HASP shall be concise and relevant to the work to be carried out under this contract. As a minimum, the Health and Safety Plan shall include the following:
 - Definition of applicable laws, regulations, and safety standards.
 - Specification of the types of personal protective equipment (PPE) required
 - Proposed Medical services at the project site(s) and procedures for handling an emergency situation.
 - Procedures for timing, content, and record keeping of daily safety briefings.
 - Identification of potential health and/or safety hazards and potential mitigation measures, relevant to the type of works under this contract.
 - Identification and mitigation measures for any chemical, biological, and material hazards.
 - Reporting procedure for health and safety compliance USAID violations against the HASP.
- v. **Construction Schedule Management Approach:** The Recipient must maintain a concise (“roll up”) project master schedule in Gantt chart format showing the planned start date and completion date for work at each construction site and include procedures for updating and maintaining progress schedules.
- vi. **Submittal Review and Approval Process:** The Contractor must describe how it will manage and document review and approval of subcontractor submittals; including but not limited to, materials, shop drawings, schedules, and implementation plans.
- vii. **Quantity Survey Procedures:** The Contractor must describe how it will measure, verify, and document completed work and installed quantities of materials accomplished by subcontractors
- viii. **As-Built Drawing Approach:** The Contractor must describe the process it will put in place to record approved changes to the design drawings for each project site, and how these will be maintained and transmitted USAID, beneficiaries, and local government authorities

- ix. **Gender, Youth, and Cultural Considerations During Construction:** The Contractor must identify and evaluate specific risks and opportunities associated with construction sub-activities under this contract and propose its approach to address these findings.
- x. **Operation and Maintenance:** During the planning and design phases for each construction activity, the Contractor will assess Operation and Maintenance (O&M) requirements and, as necessary, reflect these requirements in the drawings and contractual documents for construction. Appropriate O&M plans must be included with each A-E design to ensure that the recipient has sufficient resources and expertise to use and upkeep what is being constructed or renovated.

The CIP must be regularly updated to include site and activity specific plans and procedures for individual construction activities as they are approved by USAID. Site or activity specific information in the CIP should be included as distinct sections or annexes.

H.14 611(e) CERTIFICATIONS

- a. Section 611(e) of the Foreign Assistance Act, as amended, provides that no assistance shall be furnished with respect to any capital assistance project estimated to cost in excess of \$1,000,000 until the USAID Administrator or delegatee has received and taken into consideration a certification from the principal USAID officer in the country in which the project is located as to the capability of the country (both financial and human resources) to effectively maintain and utilize the project taking into account among other things the maintenance and utilization of projects in such country previously financed or assisted by the United States. Since the 611(e) Certification is concerned with the capacity of the host country to maintain and utilize the infrastructure funded by USAID, a capital assistance project may be any single construction activity or group of construction activities for the benefit of, and to be managed by, a single host country agency or organization (i.e., ministry, municipality, community, etc.). In some cases, it is appropriate to aggregate disparate projects that, at first glance, may not appear individually to meet the \$1 million threshold, but being related, may in the aggregate amount to \$1 million or more.
- b. All construction activities that do not fall within the description of “minor development and upgrade work” (see H.13.8(f) above) must be approved by the Contracting Officer in advance and tracked separately, and no such single activity or such aggregated activities in excess of \$1 Million for the benefit of, or to be managed by, the same ministry or other entity of the Government of Tunisia may be carried out under this contract without a Section 611(e) certification already approved for that construction activity (whether single or aggregated). Questions about the Section 611(e) certification or aggregation/disaggregation under Section 611(e) shall be referred by the Contractor to the Contracting Officer for resolution after consultation by the Contracting Officer with the Resident Legal Officer.

H.15 ENVIRONMENTAL CONSIDERATIONS

H.15.1 Environmental Compliance Requirements for Construction Activities

For any infrastructure activities contemplated under this award that potentially exceed the scope of what is defined as “minor construction, alteration, or repair of buildings” in Section H.1 of this solicitation, the approved IEE may need to be amended by USAID and may require additional environmental screening and the preparation of an Environmental Assessment (EA) in accordance with 22 CFR 216.3(a)(9) before USAID authorizes said activities to commence. This includes, but is not limited to, construction of any facilities in which the total surface area disturbed exceeds 10,000 square feet (1,000 square meters) and other infrastructure activities considered to have potentially significant impact on the environment. The Contractor must immediately inform the USAID COR of any activities determined to not meet the requirements and conditions of the approved IEE or have potential for significant environmental impact before implementation of said activities.

H.15.2 Climate Change Considerations for Construction Activities

The Contractor must ensure sure that planners and design engineers are working with appropriate data sets and appropriate design criteria that consider climate change projections (for temperature increase, precipitation and flooding, sea level rise, extreme weather events) when designing built infrastructure.

H.16 GRANTS UNDER CONTRACTS

Consistent with ADS 302.3.4.14, contractors shall meet the following conditions:

- a. The Contractor is not authorized to issue grants to governmental, parastatal, or Public International Organizations. Grants to partner government agencies will require USAID’s Middle East Bureau Assistant Administrator’s approval.
- b. The total value of an individual grant to a U.S. NGO must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. organizations.
- c. Grants issued will not exceed \$5,000,000 of the total estimated cost of the three-year base period and two-year option period of the contract.
- d. The Contracting Officer’s Representative (COR) will be significantly involved in establishing selection criteria during each competition cycle and will approve the actual selection of each grant recipient. All grants will be selected and initiated in close consultations with the COR.

- e. The Contractor will be required to comply with ADS 303 in the award and administration of the grants, along with any other applicable USAID assistance regulations and policies.
- f. Prior to publicizing any funding opportunities, or awarding grants, the Contracting Officer will approve the Contractor's Project Fund Operations manual. The manual shall contain, at a minimum, procedures for the solicitation, award, and administration of grants, including but not limited to: competition, documentation of non-competitive awards, grantee selection procedures, ethics concerns, marking and branding requirements, NUPAS (Non-US Organization Pre-Award Survey) and responsibility determinations, grant document formats, required certifications, payment and liquidation/reimbursement procedures, grantee performance monitoring, Contractor and grantee records management, disputes, termination, collection of funds in the event of termination or malfeasance, property, closeout, and audit (if required).
- g. As part of its monitoring and evaluation of this contract, USAID/Tunisia will conduct periodic reviews of the Contractor's management of the Contractor's grants program.
- h. USAID/Tunisia will retain the rights to terminate any or all grants unilaterally in extraordinary circumstances.
- i. The Contractor must follow FAR clause 52.203-16 requirements, Preventing Personal Conflicts of Interest.
- j. Grants Under Contract must not be used for the implementation of construction activities without the expressed written approval of the USAID CO.

H.17 PROJECT FUND: ORDERING PROCESS

- a. Only the Contracting Officer may issue Task Orders under this CLIN, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Schedule. The Contractor may incur costs under this CLIN in performance of task orders and task order modifications issued under the "IDIQ Supplemental Technical Assistance" portion of this contract.
- b. Prior to ordering work under this IDIQ Supplemental Technical Assistance CLIN, the Contracting Officer must request a task order proposal from the Contractor to include the technical approach, period of performance/schedule, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal. The Contracting Officer must provide the Contractor with the following:

(1) A functional description of the work identifying the objectives or results desired from the contemplated order.

- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- c. Within 14 calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor must submit a task order proposal which must include, but not be limited to, technical approach for completing the work including a staffing plan, proposed subcontracts including consultants, proposed level-of-effort and staffing mix, proposed cost and fee, rationale to support pricing for subcontracts, travel, and Other Direct Costs, period of performance/schedule, and any other information pertinent to the completion of the task order as required in the task order request.
- d. After review and any necessary discussions, the Contracting Officer may issue a Task Order under this Contract containing the following:
- (i) Date of order.
 - (ii) Contract number and order number.
 - (iii) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (iv) Performance standards, and where appropriate, quality assurance standards.
 - (v) Delivery/performance schedule including start and end dates.
 - (vi) Place of delivery or performance.
 - (vii) Total level-of-effort being ordered.
 - (viii) Maximum dollar amount authorized (Cost plus Fixed Fee) for the task order, not to exceed the maximum Cost Plus Fixed Fee of the IDIQ CLIN set forth in Section B.7.
 - (ix) Any Mission-furnished resources (travel, materials, equipment, facilities, etc.) authorized in the task order.
 - (x) Funding (Accounting and appropriation data).
 - (xi) Method of payment and payment office, if not specified in the contract.
- (e) The contractor shall provide acknowledgement of receipt to the Contracting Officer within five (5) calendar days after receipt of the task order.
- (f) The Contracting Officer may modify task orders in the same manner in which they were issued.
- (g) In the event of a conflict between the requirements of the task order and the Contractor's task order proposal, the task order shall prevail.

END OF SECTION H

PART II CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause “FAR 52.252.-2 and AIDAR 752-252-2, CLAUSES INCORPORATED BY REFERENCE”. Also, the full text of the contract clauses may be accessed electronically at these addresses (<https://www.acquisition.gov/far/> and <https://www.usaid.gov/ads/policy/300/aidar>).

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

Clause No.	Clause Title and Date	
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-6	ALTERNATE I	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN 2020
52.203-15	WHISTLEBLOWER PROTECTION UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020

52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	JUN 2020
52.215-2	AUDIT AND RECORDS -- NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS	JUN 2020

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52.215-14	INTEGRITY OF UNIT PRICES	JUN 2020
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	JUN 2020
52.216-7	ALLOWABLE COST AND PAYMENT.	AU 2018
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2020
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT – SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	OCT 2016
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
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	JUN 2020

52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2020
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	ALTERNATE 1	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2020
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS	JUN 2003
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

752.202-01	LIABILITY	DEC 1988
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992

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752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.222-71	NONDISCRIMINATION	JUN 2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-9	CARGO INSURANCE	DEC 1998
752.229-71	REPORTING OF FOREIGN TAXES	JUL 2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996
752.252-1	AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	MAR 2015
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
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
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
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7021	CHANGES IN TUITION AND FEES	APR 1984
752.7022	CONFLICTS BETWEEN CONTRACT AND CATALOG	APR 1984
752.7023	REQUIRED VIA FORM FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7024	WITHDRAWAL OF STUDENTS	APR 1984
752.7025	APPROVAL	APR 1984
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTOR’S OFFICERS AND EXECUTIVES	APR 1984
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

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752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008

CLIN 0003 Clauses:

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT 2016
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012

I.2 FAR 52.204-1, APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of USAID and shall not be binding until so approved.

(End of clause)

I.3 FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause—

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Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months in accordance with FAR 52.217-8 Option to Extend Services (Nov 1999).

(End of clause)

I.6 FAR 52.247-67, SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

2) By the Contractor under a cost-reimbursement contract; and

3) By a first-tier subcontractor under a cost reimbursement subcontract thereunder.

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(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:
Transportation Division Office of Acquisition and Assistance,
RRB 7.09-006 US Agency for International Development
Washington, DC 20523

(End of clause)

I.7 FAR 52.252-2, Clauses Incorporated By Reference (FE 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

AIDAR: <https://www.usaid.gov/ads/policy/300/aidar>

FAR: <https://www.acquisition.gov/far/>

(End of clause)

I.8 AIDAR 752.222-70 - USAID DISABILITY POLICY (DEC 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://pdf.usaid.gov/pdf_docs/PDABQ631.pdf

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the

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contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

I.9 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

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

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

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

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

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(End of clause)

CLIN 0003 Clauses:

I.10 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *_(to be filled at time of award)___* through *_(to be filled at time of award)___* *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.11 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

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- (b) *Maximum order.* The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$1,000,000.
 - (2) Any order for a combination of items in excess of \$2,500,000;
 - (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.12 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) Services to be furnished under section C.4.4 of this Contract will be ordered by the issuance of delivery orders or Task Orders. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance will be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor will furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government will order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period will be completed by the Contractor within the time specified in the order. The contract will govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor will not be required to make any deliveries under this contract after one year from the expiration date of the IDIQ contract.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 PRIME AND MAJOR SUBCONTRACTOR PERCENTAGE OF WORK OVERVIEW

<http://www.usaid.gov/documents/1868/prime-and-major-subcontractor-percentage-work-overview>

J.2 SUBCONTRACTING PLAN link is available on the USAID Subcontracting Program webpage:

https://www.usaid.gov/business/small_business/subcontracting-program

J.3 INITIAL ENVIRONMENTAL EXAMINATION (IEE) (Attached)

J.4 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

<https://www.usaid.gov/forms/aid-1420-17>

J.5 SF LLL – Disclosure of Lobbying Activities

<http://www.usaid.gov/sites/default/files/sflllin.pdf>

or

<https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>

J.6 Past Performance Questionnaire (Attached)

J.7 Past Performance Matrix (Attached in a separate document as an excel file)

J.8 Section K - Representations, Certifications and Other Statements of Offerors (Attached)

J.9 Fee Schedule Template (Attached)

J.10 Tunisia Local Compensation Plan (Attached)

[END OF SECTION J]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

[See Attachment J.8 for SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.]

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>(FAR)

<http://www.usaid.gov/pubs/ads/300/aidar.pdf> (AIDAR; a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>)

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2017
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

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52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
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CLIN 0003 Clauses:

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007

L.2 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Hybrid Cost Plus Fixed-Fee Completion/Single-award Indefinite Delivery-Indefinite Quantity (IDIQ) Type contract resulting from this solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: Contracting Officer: Tracy J. Miller
MERP (Frankfurt)
Washington, DC 20523-7900

(b) The Offeror must submit a copy of the protest to the office designated above on the same day it files a protest with the GAO.

(c) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. A copy of the protest must also be submitted to:

Office of General Counsel
U.S. Agency for International Development (USAID)
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Attn: Mr. William Buckhold
U.S. Agency for International Development
1300 Pennsylvania Ave., NW
Washington DC 20004
FAX number 202-216-3058

L.4 GENERAL INSTRUCTIONS TO OFFERORS

1. Solicitation Instructions:

- The U. S. Government anticipates awarding one contract as a result of this Solicitation. The Agency reserves the right to award multiple, one or no awards under this solicitation.
- Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria.
- If an Offeror does not understand the instructions in this Solicitation, then it must write to the CO for clarification by the deadline stated on the cover letter of the RFP.
- The Offeror's proposal must be signed by the Authorized Representative of the Offeror.
- The Proposals must be submitted in English.
- The U.S. Government will not pay for any costs associated with the preparation of proposals.

2. Accurate and Complete Information: Offerors must set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

3. Offer Validity: Offerors are required to indicate the validity of their offer in box 12 of the submitted SF 33 Form. USAID requires that Offerors include at least 240 days of validity from the date the Offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

4. Offer Acceptability: The U.S. Government may determine an Offer to be unacceptable if the Offer does not comply with all of the terms and conditions of the RFP. The Offeror must:

- Complete Standard Form 33, Blocks 12 through 18;

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- Submit information required in Section L and any other sections of this RFP;
- Complete electronic annual representations and certifications at SAM accessed via <https://beta.sam.gov/> as well as any other “Representations, Certifications, and Other Statement of Offerors” in Section K; and
- Submit information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

5. Late Submissions: The U.S. Government will process late submissions from the Offeror in accordance with FAR 15.208 and FAR 52.215-1.

6. Government Obligation: The issuance of this solicitation does not obligate USAID in any way to award a contract. Further, USAID reserves the right to reject any and all Offers if USAID considers such action in its best interest.

L.5 PROPOSAL SUBMISSION

1. Questions Response Date:

- The deadline for receiving questions is indicated on the cover letter. Only questions submitted in writing will be considered. No questions will be accepted after the date and time specified in the cover letter. No phone calls will be accepted.
- Questions and/or request for clarifications in response to this solicitation must be received in writing via email to TunisiaSolicitations@usaid.gov. **NOTE:** Each email must use the following format for the subject line: Solicitation 72066421R00001 Visit Tunisia Questions/Comments. USAID may consolidate and/or not respond to questions/comments.

2. Delivery Instructions:

- Electronic responses are required for this solicitation. Hand-delivered proposals (including commercial courier) and facsimile transmission will not be accepted. Offerors must submit the oral presentation deck, cost proposal and annexes electronically via email to the email address and due date specified on the cover page of this RFP. The subject lines of the RFP Response email must include the RFP number and project title. Each email must use the following format for the subject line: Solicitation 72066421R00001 Visit Tunisia

- Offerors are reminded that email is NOT instantaneous, and in some cases delays of several hours occur from transmission to receipt.
- The Offeror must submit separate emails for the technical proposal and for the cost proposal.
- Each email must not exceed 24 MB. If necessary, the Offeror may send the proposals through multiple emails, indicating in the subject line of the e-mail whether it relates to the technical or cost proposal and note the desired sequence of multiple emails and attachments (e.g., “Organization X, Cost Proposal, Part 1 of 4,” etc.). The Offeror must not send files in ZIP format.
- Proposals must include a separate cover letter signed by an official who is authorized to bind the organization. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
 - (1) Mark the cover letter with the following legend: *“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”*; and
 - (2) Mark each slide or sheet of data it wishes to restrict with the following legend: *“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal”*.
- Text Accessible. All information on electronic media must be provided. Cells must not be hidden nor password protected. Information used that is NOT included will render the calculations of that information unusable, and that information will not be evaluated or used in the evaluation process. All data and information must be included and must not be “implied”. Calculations used on MS Excel spreadsheets must be visible and there must be no hidden or password protected cells or spreadsheets. All reference data and information must be made available for review.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL:

L.6.1 GENERAL:

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1. The Proposal in response to this solicitation will consist of two parts: The Technical Proposal and the Cost Proposal. The Technical Proposal consists of two parts: the written (including annexes) and an oral presentation (including PowerPoint).
2. The Technical Proposal must respond to all evaluation factors described in Section M of this RFP. Critical information from annexes, if needed, must be consistently referenced and included as separate attachments.
3. Offerors shall not make references to pricing data in the Technical Proposal as the technical evaluation is strictly based on technical merit.

L.6.2 CONTENT OF THE TECHNICAL PROPOSAL:

Per the objectives, results, and requirements of Section C and the evaluation factors in Section M, the Technical Proposal must include the following:

1. An introductory page with the following information:

- Title: Visit Tunisia
- Solicitation Number: 72066421R00001
- Name of the Offeror including DUNS Number.
- Offeror contact person, address, telephone number, and e-mail address. Offerors are to acknowledge whether the contact person is the person with authority to contract for the Offeror, and if not, that person should also be listed along with their contact information.
- Proposed major subcontractors listed separately including DUNS Number.

2. Technical Approach: (not to exceed 10 pages) (See Evaluation Criteria M.4.1)

- A detailed Life of Activity Work Plan for the 3-year performance base period using a Gantt Chart Format.
- The indicators, performance measures, and targets for the 3-year base performance period.

3. Management Approach supplements (not to exceed 22 pages) (See Evaluation Criteria M.4.2)

- A detailed staffing plan and organizational chart including major subcontractors (not to exceed two pages).

- Resumes and references for Key Personnel (not to exceed one page per key personnel position).
- A description of the roles, responsibilities, qualifications and experience of the proposed team members including the major sub-contractors (not to exceed two pages per key personnel position and one page per each proposed major subcontractor).
- Small Business Subcontracting Plan (Limited to 8 pages) NOTE: Small business will not be required to submit a small business subcontracting plan.
- Annexes (not included in page limit):
 - Signed Letters of commitment from Key Personnel (Limited to one page per Key Personnel)
 - Signed Letters of commitment from major subcontractors or partner organizations (if any) confirming their role (one page per type or sub-awardee). Note: Subcontractors are not required to provide an exclusive agreement.
 - Past Performance Matrix (see Section L.6.2.5)

Offerors must submit their technical and management approach supplements in PDF format. The PDFs must use a 12 point font size and have margins of no less than one inch on the top, bottom, and both sides. Smaller fonts may be used for charts, graphs, and diagrams but not smaller than 10 points.

4. Oral Presentation (not to exceed 20 slides)

- A clear and concise presentation of the Offeror’s logical, unique approach that balances short term gains and long-term strategic goals towards the achievement of the objectives. The presentation must demonstrate the Offeror’s ability to adapt and respond to unanticipated challenges and opportunities in the sector through their approach and implementation of their Life of Activity three-year (base period) work plan including indicators, targets, and performance measures. (Reference M.4.1)
- A clear and concise explanation of how the Offeror’s management approach clearly demonstrates a logical and effective utilization of qualified field staff, home office, partners, and consultants (Short-term) to manage and implement key elements, including sub-awards, partnerships, GUCs, and infrastructure activities using an adaptive monitoring and evaluation approach, which will result in achievement of the stated objectives, goals, and results. (Reference M.4.2)

- Offeror's approach clearly demonstrates their capacity to respond to requests for Task Order proposals under the Project Fund (Private Sector Partnerships) IDIQ level-of-effort CLIN including how the Offeror will mobilize and augment resources, private partnerships, and apply market-based approaches under the IDIQ CLIN. Offerors must clearly demonstrate how potential orders would relate to, or affect, and contribute to efforts being carried out under other contract CLINs in terms of management and technical performance. (Reference M.4.3)

Note: The Offeror's explanation must not be a simple identification of problems or activities identified in this solicitation.

Slides must be submitted in a PowerPoint format. The offeror must use a 12 point font size and have margins of no less than one inch on the top, bottom, and both sides. Smaller fonts may be used for charts, graphs, and diagrams but not smaller than 10 points.

5. PAST PERFORMANCE [Not included in page limit] (See Evaluation Criteria M4.4)

5.1 Overall Past Performance

- (a) The Offeror (including all partners of a joint venture) must provide performance information for itself, the contractor teaming arrangements, if any, and each major subcontractor in accordance with the following:
 1. List in Attachment J.7 Past Performance Matrix up to five of the most recent and relevant contracts for efforts similar to the work in the subject proposal performed within the last three years (six years for construction and A&E). The most relevant indicators of performance are contracts of similar size, scope and objectives.
 2. For all contracts listed above, the Offeror is required to submit as part of its proposal, the most recently submitted contractor performance assessment report (CPAR). For each referenced contract that is not in CPARS, the Offeror must request that referees send the following information directly to USAID using the format provided in Attachment J.6 Past Performance Questionnaire:
 - Name of offeror requesting the reference;
 - Scope of work or complexity/diversity of tasks completed;

- Primary location(s) of work;
- Period of performance;
- Dollar value; and
- Contract type, i.e., fixed-price, cost reimbursement, etc.
- Performance information regarding quality, cost control, schedule, management and regulatory compliance, in accordance with the evaluation subfactor.

The information must be sent to the email address specified for receipt of proposals in Section L.5 of this solicitation, in advance of the proposal submission date and time. Please note that it is the Offeror's responsibility to ensure that USAID receives the requested information.

Additionally, the Offeror must describe the relevance of the referenced contracts in its proposal. Finally, the Offeror must include the name of the Contracting Officer's Representative and Alternate Contracting Officer's Representative for each referenced contract, if applicable.

- (b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- (c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

5.2 Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

- (a) This section is not applicable to offers from small business concerns.
- (b) As part of the evaluation of past performance in Section M.3 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
- (c) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
 - (1) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other

teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

- (2) To supplement the narrative summary in (A), provide copies of subcontract reports that were submitted to and approved in eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS. Please submit no more than three reports.
- (3) Additionally, the Offeror must ask referees from three small businesses to provide an assessment of your performance in using SB concerns. These references must be submitted to USAID directly by the referee. Each reference must be submitted in advance or by the due date of the proposal submission date and time to the email address provided in Section L.5. In the proposal, the Offeror may provide a brief summary of the type of work each SB concern provided to your organization.

Offerors must submit their past performance in a PDF. PDFs of word documents must use a 12 point font size and have margins of no less than one inch on the top, bottom, and both sides. Smaller fonts could be used for charts, graphs, and diagrams but not smaller than 10 points.

L.7 INSTRUCTIONS FOR THE ORAL PRESENTATION

A. RULES OF ENGAGEMENT:

1. Due to the current public health circumstances, the oral presentations will be held remotely via a conferencing technology within 10 work days following the submission of the technical proposal. USAID will provide the details for the application and access when the day and time of the presentation is set. The day and time for the Oral Presentation will be determined by USAID and the order in which Offerors (submitting a compliant proposal) are scheduled will be randomly selected by the Government. Should public health circumstances change, USAID reserves the right to schedule oral presentations at a predetermined facility. Under this scenario, Offerors will be notified by email about the exact location, day and time at least two weeks before the oral presentations are scheduled to take place. Oral presentations are expected to start 10 calendar days following the submission of Technical Proposals.
2. The Offeror will deliver a 60-minute presentation on their proposed technical and management approaches. Following the 60-minute presentation, USAID will provide up

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to 30 additional minutes for dialogue on the proposed technical and management approach.

3. Oral presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Contractor to change its offer. Dialogue during the presentation will be restricted to clarification of the information included in the technical proposal and presented during the oral presentation. Oral presentations are distinct from the Government's reserved right to conduct exchanges.
4. The Oral Presentation and dialogue will be videotaped and audio-recorded by the Government and will be used by the Technical Evaluation Committee in their evaluation process. Video and audio recordings of the presentations and dialogue will be maintained by the Government as part of the source selection record and award file.
5. The Offerors' attendees are limited to the following: the proposed Chief of Party (1), up to four(4) technical staff from the Prime Offeror and/or its partners/subcontractors, as well as one (1) staff member from the Prime Offeror's home office. Maximum six persons.

NOTE: No individual may participate in more than one (1) Oral Presentation. Restrictions on attendees and number of participants is to ensure a fair opportunity for all Offerors. All participants will be required to sign a non-disclosure agreement.

6. The proposed Chief of Party and other attendees can deliver specific sections that relate to their proposed role in the activity, as well as take part in the dialog that follows.
7. The engagement will begin with an introduction of the USAID team. The session will then be turned over to the Offeror's Team. **Your TIME WILL START** after you end your introductions and the moderator will indicate when your 60-minute time starts.
8. The Offeror's participants shall not reach back, by telephone, email or any other means, to any other personnel or persons for assistance during the oral presentation.
9. Offerors may not ask the Government participant(s) questions during the oral presentation. Questions asked must be directed to the Contracting Officer and should only deal with logistics and conduct of the oral presentation.
10. If the current public health circumstances change and will allow for in-person oral presentations at a physical facility, the names of Oral Presentation attendees must be provided to USAID no later than 10 working days prior to the day and time of the presentation. Offerors can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees. The contractor shall not bring any computers, tablets, or smartphones into the oral presentation room, and shall not bring, present, or distribute any written or electronic

materials during the oral presentation. All written materials distributed by USAID will remain with USAID and are not allowed to leave the premises.

B. CONTENTS:

1. The Offeror is free to choose the format for the presentation.
2. The contents should include at a minimum the information included in section L.6.2.4 of this solicitation. The Offeror may choose to include other information that supports their proposed technical and management approach, within the 60 minutes allocated for the presentation.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/PRICE PROPOSAL

A. GENERAL

1. Each cost proposal will be evaluated but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness.
2. There is no page limit for the Cost Proposal. Offerors are encouraged to be as concise as possible, while providing the necessary detail to address solicitation requirements.
3. The cost proposal must be submitted as a separate document from the technical proposal. The Cost Proposal must be submitted in MS Excel and formulas must be visible and unlocked and self-explanatory. There shall be no hidden cells or spreadsheets, nor any password protected and inaccessible cells/sheets.
4. The budget narratives and supporting documents must be in Microsoft Word format. Offerors should also clearly identify each section of the cost proposal and provide a table of contents so that the individuals sections are easily identifiable.
5. The Offeror and each proposed subcontractor must confirm that all required certifications and representations are updated and current in SAM.
6. The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the Contracting Officer for consent of subcontractor.
7. In this request for proposal, the Government has specified 10,000 person-days of labor (6,000 for the base period and 4,000 for the option period), to include subcontractor and consultant hours, as the maximum level of effort that may be required during the contract period for performance for authorized work under IDIQ CLIN 0003, "Project Fund."

Accordingly, the offeror must propose costs associated with the above number of person-days of level-of-effort, as follows:

Offeror must propose four ceiling daily rates for each of the following illustrative positions. List all potential labor categories in this section.

1. Senior Technical Advisor - Public Private Partnerships (expatriate) - minimum 10 years experience
2. Senior Technical Advisor - Public Private Partnerships (local) - minimum 10 years experience
3. Mid-level Technical Advisor - Public Private Partnerships (expatriate) - minimum 6 years experience
4. Mid-level Technical Advisor - Public Private Partnerships (local) - minimum 6 years experience

The Offeror must include in its cost proposal sufficient detail to support and explain all costs proposed, including any indirect costs, giving figures and narrative explanation. For example, labor costs should be proposed for the above listed categories supported by daily rates and specified labor escalation; with supporting documentation. All proposed indirect rates must be consistent with those proposed in CLIN 0001. For estimating purposes, the offeror must propose costs for a total of [500] person-days equally distributed across all labor categories for each year of three year base period and the option period.

B. CONTENTS

Part 1 - Standard Form (SF) 33: The Offeror must submit Standard Form (SF) 33, “Solicitation, Offer and Award,” with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the offeror to bind the organization.

Part 2 - Proposed Costs/Prices and Cost Proposal Narrative

Summary Budgets: The Offeror must submit a summary budget for the contract period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years including option years separately and then provide the program total for the entire contract. The summary budget must be in the following format:

Budget Category	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Total
Direct Labor						
Other Direct Cost						
Infrastructure Provision	\$10,000,000			\$5,000,000		\$15,000,000

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Project Fund for Private Sector Partnerships	\$6,000,000	\$4,000,000	\$10,000,000
Grants Under Contracts (GUC)	\$3,000,000	\$2,000,000	\$5,000,000
Indirect Costs			
Total Estimated Cost (direct + indirect)			
Fixed Fee for non-GUCs			
Fixed Fee for Project Fund			
Fixed Fee for GUCs			
Total Estimated Cost plus Fixed Fee			

Detailed Budgets: The detailed budget must reflect each estimated cost item, broken down. The detailed budget must reflect these individual cost items for each of the contract years, and then offer the program total for the entire contract in the last column of the spreadsheet. The detailed budget must be submitted in a separate spreadsheet for the prime and all subcontractors, if any.

Major subcontractors must include the same breakdowns in their budgets. Non-major subcontractors are not required to submit detailed budgets.

Budget Narrative: Offerors must submit a detailed budget narrative that supports item by item the cost estimates proposed in the detailed budget. The budget narrative must describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost items, catalogue price, vendor price quotes, etc). Narratives for the individual cost items must provide a discussion of any estimated escalation rate where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal Procurement policy must be fully explained and justified.

Labor: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provide for compensation for personal services. Direct labor salary and wages must be proposed in accordance with the Offeror’s personnel policies, and must meet the regulatory requirements. Costs of long-term and short-term personnel must be broken down by person years, months, days or hours.

Completed biographical data sheets: Form AID 1420-17 (forms may be obtained at: <https://www.usaid.gov/forms/aid-1420-17>), must be provided for all proposed key personnel. Bio-data forms must be properly completed, certified and signed by both employee and Contractor in the appropriate spaces with all blocks completed, as appropriate. Proposed rates must be indicated as gross salary in U.S. Dollars. Proposed annual salary escalation must be provided. For short/long term technical and administrative staff, the Offeror must separate expatriate and Cooperative Country National (CCN) labor categories. Proposed salaries of Third Country Nation (TCN) and CCN personnel must be reflected on the bio data form.

Compensation plan: Offerors must submit a compensation plan which includes all technical and administrative staff positions that corresponds to the Management and Staffing Plan. This plan must include a general position description and the level of responsibilities and qualifications, and must include the salary range for the position.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If the contractor has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the proposal should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Allowances: AIDAR 752.7028 provides guidance for differentials and allowances with further references to Standardized Regulations. Any proposed allowances should be broken down by specific type and by person, and should be in accordance with the offeror's policies and applicable regulations.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. Costs of consultants must be broken down by person years, months, days or hours. The Offeror must propose a blended daily consultant rate for each type of consultant, experience level and proposed LOE. The offeror must provide a description of the methodology used to determine the blended rate for each consultant with sufficient information to determine the reasonableness of the cost.

Travel, Transportation, and Per Diem: "Travel and Transportation" includes all field staff travel, international travel, STTA international/regional travel, travel within the program geographical focused countries, visas, medevac insurance, etc. The cost proposal will indicate the number of trips, domestic and international, and the estimated costs per trip along with justification for the travel in the cost narrative. Specify the origin and destination for each proposed trip, duration of travel, name/position of personnel, and number of individuals traveling. Airline fares must be reasonable and shall be the lowest cost economy travel. Per Diem will be based on the Offeror's normal travel policies but may not exceed the Federal Travel Regulations (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

Equipment and supplies: Specify all materials, supplies, and equipment expected to be purchased, including type, unit cost and units. A list of proposed equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source.

Subcontracts: Information sufficient to determine the reasonableness of the cost/price of each specific subcontract proposed must be included with rationale for the type of subcontract chosen. Subcontract budgets must be provided in the same level of detail as the prime offeror.

Infrastructure Provision: Consistent with Objective 2 outlined in Section C, the contractor will use a plug figure of \$10 million for the three-year base period-of-performance and \$5 million for the option period for all costs associated with Architect-Engineering and construction services.

Project Fund (Private Sector Partnerships): Consistent with Objective 4 outlined in Section C, the Contractor will use a plug figure of \$6 million of its total budget for the three-year base period-of performance, and \$4 million for the option period, to engage the private sector in the development and implementation of innovative solutions that contribute to the activity's goals and objectives.

Grants Under Contract (GUC): Consistent with Objective 4 outlined in Section C, the Contractor will use a plug figure of \$3 million of its total budget for the three-year base period-of performance, and \$2 million for the option period, for Grants under Contract.

Other Direct Costs: This includes cost related to report preparation, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), branding and marking costs, as well as any other costs that directly benefit the program proposed by the offeror. The narrative will provide a breakdown and support for all other direct costs. If seminars and conferences are included, the offeror must indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs, including number of participants. Please refer to ADS 253 for further information. When submitting the budget, this line item must also include the costs associated with the Allowances, Consultants, Travel, Transportation & Per Diem, Equipment and Supplies and Subcontracts

Indirect Costs (overhead, G&A, material and handling): FAR 31.203 and FAR 42.700 provide for those remaining costs (indirect) that are to be allocated to intermediate two or more final cost objectives. The Offeror and each proposed major subcontract must include a completed copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documents from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre- negotiation objective, and provides profit-analysis factors for analyzing profit or fees. A proposed reduced fixed fee for GUCs and Project Fund is expected.

In addition, Offerors must submit a fixed fee payment schedule (Attachment J.9) that assigns fixed fee payments to specific deliverables consistent with the proposed performance standards. While some portion of the fee may be assigned to management deliverables such as workplans and reports, the majority of the fee must be assigned to programmatic deliverables. For life-of-program or other long-term deliverables, offerors may propose progress payment of the fee with certain percentages of the fee assigned to certain stages of attaining the deliverable.

The Cost Proposal must include the deliverables indicated in the Fixed-fee Schedule, twenty-five percent (25%) of the fee will be attributed to the Activity Deliverables, and seventy-five percent (75%) of the fixed-fee will be based upon the completion of the Technical/Performance deliverables, both subject to the inspection and acceptance by USAID as specified in Section E of the same and in complicit with the terms of this contract. The Offeror will propose a Fixed-Fee Schedule based on Table 1: “Deliverables Schedule” and Table 2 “Fixed Fee Percentage per Deliverable Schedule for the base period” and Table 3 “Fixed Fee Percentage per Deliverable Schedule for the option period” per Section J and this will be inserted into Section F.11 Payment of Fixed Fee (CPFF) in the final contract.

Part 3 - Representations, Certifications, and Other Statements of Offerors

- (1) Offerors and proposed subcontractors must ensure they are registered with CCR (www.sam.gov) per FAR part 4.
- (2) The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors. The Offeror must provide a signed and dated Section K.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract (i.e., sections A through K). The Government advises prospective Offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing.

The Government will process late submissions of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

Part 4 - Policies and Procedures

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If the Offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

Part 5- Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The Offeror and each proposed subcontractor must:

(i) State the number of hours and days in its normal work-day and work-week, both domestically and overseas, for employees and consultants.

(ii) State specifically how paid absences (US holidays, local holidays, vacation and sick) will be reimbursed.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and all subcontractors must describe their work day and work week policies.

(3) The workday and workweek policies and the method of accounting for paid absences for the Contractor and subcontractors in effect at the time of award must remain in force throughout the period of the award.

Part 6 - Subcontracting Plan and Small Business Concerns

If the Contractor is other than a small business, it must submit a Subcontracting Plan (see Section J.2). Subcontracting plans must address the goals and the various types of small businesses that are specified in the subcontracting plan template provided in section J.2.

This plan includes small-disadvantaged businesses, women-owned businesses, HUBZone businesses, and service-disabled veterans-owned businesses or the SB subcontracting goal may be determined to be unacceptable.

Approved Small Business Subcontracting Plans will be attached to the resultant contracts as part of Section J.

Note: An award “cannot” be made to any Offeror whose subcontracting plan is not approved by the Office of Small and Disadvantaged Business Utilization (OSDBU)

Part 7 - Evidence of Responsibility

The Prime Contractor, joint venture, and subcontractor(s) must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. To be determined responsible, a prospective Offeror must address FAR 9.104. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make a determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and the Offeror may be precluded from being awarded a contract. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

Part 8 - Consent to Subcontractors

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

Part 9 - Letters of Commitment (Major Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

Part 10 – Legislative Reporting Information

Provide the following information in a separate page; this information will be used for Congressional reporting if your organization is selected:

- The Offeror’s name and address (street, city, state, zip code). In the case of commodity awards, please indicate the place or places of U.S. production if known.
- The awardee's contact name and telephone number.
- The following subcontract information: (a) the total value of anticipated subcontracting included in the total estimated cost or price and (b) for each anticipated subcontract of \$100,000 or more to a U.S. organization, please provide: (1) the name

and address of the subcontractor, (2) the name and/or U.S. telephone number of the subcontractor contact, if known, (3) a brief description of the services or commodities to be provided, (4) the estimated cost or price, and (5) the period of the subcontract.

L.9 Waivers under FAR Part 4.2101 Prohibition On Covered Telecommunications And Video Surveillance Services and Equipment

(a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.

(b) Waivers.

(1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

(2) USAID does not guarantee that waiver requests from such an offeror will be considered; USAID may make an award to an offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an offeror(s) that does not receive the approved waiver.

(3) Where USAID decides to initiate the formal Agency waiver process:

(i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.

(ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.

(iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.

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(4) Additional submission requirements:

(i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:

- a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
- b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.

(ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:

- a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
- b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
- c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.

(iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:

- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
- b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
- c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and
 - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.

(iv) Pending waiver requests/Approved waivers:

- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
- b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section M of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of the FAR clause.

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTION	JUL 1990

M.2 GENERAL AND SELECTION INFORMATION

1. The submitted technical information will be evaluated by a Technical Evaluation Committee (TEC) using the technical factors shown below. The TEC may include industry experts who are not employed by the Federal Government.
2. Technical evaluation criteria serve as the standard against which all proposals will be evaluated and will allow the TEC to identify the significant issues to address.
3. When evaluating the competing offerors, the U.S. Government will consider the written qualifications and information provided by the offerors during the oral presentations, and any other information obtained by the Government through its own research.
4. The Government intends to award to the offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous offer for the government, considering technical, cost, and other factors.
5. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Offerors are therefore advised to submit their best technical and cost proposals in their initial offer.

6. Issuance of this RFP does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation or submission of a proposal.
7. Cost has not been assigned a numerical weight. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation merit. After the final evaluation of proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical and cost factors.
8. Weight of Technical Criteria vs. Cost Criteria: For overall evaluation purposes, technical criteria, taken together, are significantly more important than the cost criteria.

M.3 DETERMINATION OF COMPETITIVE RANGE

- (a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (c) Discussions: All Offerors who are determined to be in the competitive range, if a competitive range is established, may be requested to enter into oral discussions or submit a written response that augments the initial written technical proposal and addresses USAID questions and comments on the initial technical proposal. The relevant issues raised and discussed during the oral discussions or written response, clarifications provided, and understandings reached during negotiations must be included in the final technical proposal revision.

If the Contracting Officer (CO) determines that having oral discussion is not in the best interest of the Government, oral discussions will not take place. If the Government decides to conduct discussions orally, offerors required to participate in oral discussions will be provided advance notice by the CO of the format, location, date and time they are scheduled to be present for oral discussions, and the content and structure of the discussions, in addition to the information provided below. The CO will determine the order in which offerors are scheduled. Requests to reschedule will be considered at the discretion of the CO.

M.4 TECHNICAL EVALUATION CRITERIA

The U.S. Government will evaluate the Offerors' technical proposals according to the following factors:

Factor 1: Technical Approach

Factor 2: Management Approach

Factor 3: Private Sector Engagement (Project Fund)

Factor 4: Past Performance

The Offerors must note that these factors (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters that Offerors must address in their proposals. Evaluation Factor #1 and #2 are of equal importance. Evaluation Factor #3 is of less importance. Past performance will not be scored. **Oral presentations will form the basis for evaluation of Factors 1, 2 and 3.**

M.4.1 Criteria for Factor 1: Technical Approach

Offeror clearly demonstrates a logical, unique approach that balances short term gains and long-term strategic goals towards the achievement of the objectives. The presentation must demonstrate the Offeror's ability to adapt and respond to unanticipated challenges and opportunities in the sector through their approach and implementation of their three-year (base period) Life-of-Activity (3-year base period) work plan including indicators, performance measures, and targets.

M.4.2 Criteria for Factor 2: Management Approach

Offeror clearly demonstrates a management approach with a logical and effective utilization of qualified field staff, home office, partners, and consultants (Short-term) to manage and implement key elements, including sub-awards, partnerships, GUCs, and infrastructure activities using an adaptive monitoring and evaluation approach, which will result in achievement of the stated objectives, goals, and results.

M.4.3 Criteria for Factor 3: Private Sector Engagement (Project Fund)

Offeror's approach clearly demonstrates their capacity to respond to requests for Task Order proposals under the Project Fund (Private Sector Partnerships) IDIQ level-of-effort CLIN including how the Offeror will mobilize and augment resources, private partnerships, and apply market-based approaches under the IDIQ CLIN. The Offeror must clearly demonstrate how potential orders would

relate to, or affect, and contribute to efforts being carried out under other contract CLINs in terms of management and technical performance.

M.4.4 Criteria for Factor 4: Past Performance (Will not be scored)

This factor is broken down into two sub factors: A. Overall Past Performance; and B. Past Performance Using Small Business. Overall Past Performance is worth significantly more than Past Performance Using Small Business. These sub-factors are set forth below.

Subfactor 4.4.1 Overall past performance

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.6 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

Adverse past performance information to which the offeror has not previously had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.

USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

This subfactor includes an overall evaluation of past performance as described in the past performance information received as part of the CPARs submitted and the references received. The contractor performance information determined to be relevant will be evaluated in accordance with the elements below (the below bullets are not subfactors, rather they are areas of consideration for evaluating overall past performance);

- Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- Management, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts,

cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

- Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
- Degree of Relevancy. The most relevant indicators of performance are contracts of similar size, scope and complexity in sectors similar to those included in Section C. Statement of Work.

Subfactor 4.4.2 Past performance using small business

Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements including efforts in achieving small business participation goals. The exception to the “neutral” rating rules discussed above is when a non-small businesses prime has no history of subcontracting with small business concerns.

Past performance will not be scored and will be evaluated on a “Satisfactory/Unsatisfactory/Neutral” basis.

The Offeror determined to have unsatisfactory past performance will be ineligible for award.

A “Neutral” score will be given to Offeror who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive

An Offeror’s performance will not be evaluated favorably or unfavorably when:

1. The Offeror lacks relevant performance history;
2. Information on performance is not available; or
3. The Offeror is a member of a class of offerors where there is a provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating. Prior to assigning a “neutral” past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

M.5 COST PROPOSAL EVALUATION

Cost proposals will be evaluated but will not be assigned a rating. The U.S. Government will perform a cost realism analysis by independently reviewing and estimating specific elements of each Offeror’s proposed cost estimate to determine whether the estimated proposed costs elements are

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realistic for the anticipated work, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the Offeror's technical proposals. The cost realism analysis will also be used to determine the probable cost of performance for each Offeror. The probable cost will be determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any increases or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

In determining cost reasonableness, the CO will evaluate the appropriateness of salary rates in relation to the positions and individuals (employees or consultants) being proposed, and the extent to which proposed salary levels are commensurate with the difficulty/complexity of the tasks to be completed; as well as the extent to which Offerors are willing to establish a system for cost containment and control of cost increases with particular emphasis on indirect cost (including indirect ceiling rates proposed), travel, per diem expenses and salary increases (including ceilings proposed on annual increases).

Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost, or to the offeror with the highest technical evaluation score. After the final evaluation of the proposals, the CO will make the award to the offeror whose proposal offers the best value to the U.S. Government, considering both technical and cost factors. When competing technical proposals are considered essentially equal, cost will become the determining factor.

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]

ATTACHMENT J.3



INITIAL ENVIRONMENTAL EXAMINATION

PROJECT/ACTIVITY DATA

Project/Activity Name:	Visit Tunisia Project
Geographic Location(s) (Country/Region):	Tunisia
Amendment (Yes/No), if Yes indicate # (1, 2...):	No
Implementation Start/End Date (FY or M/D/Y):	FY 2021-FY2026
If Amended, specify New End Date:	N/A
Solicitation/Contract/Award Number(s):	TBD
Implementing Partner(s):	TBD
Bureau Tracking ID:	ME 20-66
Tracking ID of Related RCE/IEE (if any):	N/A
Tracking ID of Other, Related Analyses:	N/A

ORGANIZATIONAL/ADMINISTRATIVE DATA

Implementing Operating Unit(s): (e.g. Mission or Bureau or Office)	USAID/Tunisia
Lead BEO Bureau:	Middle East
Original Funding Amount:	\$50 million
If Amended, specify funding amount:	N/A
If Amended, specify new funding total:	N/A
Prepared by:	Anan Masri / MEO
Date Prepared:	April 14, 2020

ENVIRONMENTAL COMPLIANCE REVIEW DATA

Analysis Type:	<input checked="" type="checkbox"/> Environmental Examination	<input type="checkbox"/> Deferral
Environmental Determination(s):	<input checked="" type="checkbox"/> Categorical Exclusion(s) <input checked="" type="checkbox"/> Negative <input type="checkbox"/> Positive <input type="checkbox"/> Deferred (per 22 CFR 216.3(a)(7)(iv))	
IEE Expiration Date (if applicable):	FY 2026	
Additional Analyses/Reporting Required:		
Climate Risks Identified (#):	Low # TBD Moderate ___#___ High # TBD	

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Climate Risks Addressed (#):	Low # TBD	Moderate ___#___	High # TBD
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THRESHOLD DETERMINATION AND SUMMARY OF FINDINGS

ACTIVITY SUMMARY

The Visit Tunisia Project aims to enhance Tunisia’s tourism potential, with the goal of generating revenue and jobs, particularly for women and youth and for populations in underserved regions of the country. Through this activity, USAID seeks to contribute to Tunisia’s economic growth and development. The activity will have four objectives: (1) enhance Tunisia’s competitiveness as a tourism destination; (2) increase tourism-related investments and revenue; (3) improve the enabling environment for sustained growth in the tourism sector; and (4) engage the private sector to expand the offer and quality of tourism service.

ENVIRONMENTAL DETERMINATIONS

Upon approval of this document, the determinations become affirmed, per Agency regulations (22 CFR 216).

TABLE 1: ENVIRONMENTAL DETERMINATIONS

Activities	Categorical Exclusion Citation	Negative Determination with conditions
C.4.1 Enhance Tunisia’s competitiveness as a tourism destination	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
C.4.2 Increase tourism-related investment and revenue	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
C.4.3 Improve the enabling environment for sustained growth in the tourism sector	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
C.4.4 Project Fund	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)

NOTE: See Table 4 for Environmental Determinations per sub-activity

CLIMATE RISK MANAGEMENT

As per the ADS 201mal and the Executive Order on “Climate-Resilient International Development”, USAID shall factor climate resilience into international development programs and investments. The design team performed a climate risk screening for this activity and identified possible climate risks to successful implementation over the life of the Visit Tunisia Project, based on the available information in the activity Statement of Objectives. The Climate Risk Management Summary Table is attached.

BEO SPECIFIED CONDITIONS OF APPROVAL

The solicitation for this award must include requirements for Offerors to include in their proposals their approach for complying with 22 CFR 216 and the conditions of this IEE. The Offerors must include in their proposals a detailed description of proposed staffing and technical expertise with estimated level of effort and budget required to implement their proposed environmental compliance approach. The successful Offeror must develop their work plan using environmentally-sound decisions and planning, including to use relevant guidelines.

Should the Offeror propose interventions with ecotourism focused components, specific guidelines can be found at the following link:

https://www.usaid.gov/sites/default/files/documents/1860/SectorEnvironmentalGuidelines_Ec otourism_2009.pdf

This IEE has determined that a Categorical Exclusion is necessary for activity start-up, stakeholder engagement, and planning activities that are required for the preparation of the work plan. This Categorical Exclusion only applies to the specific sub-activities that have no effect on the natural or physical environment as defined in 22 CFR 216.2(c)(2)(iii).

It is expected that the activity work plan to be submitted by the successful Offeror and approved by USAID will have adequate information included for USAID to conduct a meaningful environmental review. Based on detailed description of the sub-activities provided in the Work Statement, it is expected that USAID will either issue a Negative Determination or a Categorical Exclusion to those sub-activities determined not to have a significant effect on the environment in accordance with 22 CFR 216.3. Sub-activities that receive a Negative Determination with Conditions will require the development and implementation of an Environmental Mitigation and Monitoring Plan (EMMP) that requires USAID's approval.

Though the nature of this activity does not anticipate any sub-activities with a significant effect on the environment, USAID reserves the right to issue a Positive Determination based on any language in the Work Statement to the contrary. A Positive Determination will necessitate the accomplishment of an Environmental Assessment (EA) IAW 22 CFR 216.7 for the respective sub-activity(s), or require the contract to be amended to remove or adjust the sub-activity(s) determined to have significant effect on the environment.

The successful Offeror must closely coordinate the development of any EA or EMMP with the Government of Tunisia, Ministry of Environment (Ministère des Affaires Locales et de l'Environnement). Furthermore, the successful Offeror must comply with all laws and regulations of the Government of Tunisia, including any additional regulatory requirements imposed by the Ministry of Environment that are not covered by 22 CFR 216, unless otherwise directed in writing by USAID. In case of conflict between the local environmental regulations and USAID regulations, the latter shall govern.

For any small-scale construction proposed in the work plan under this award, the COR will notify the USAID Infrastructure Team in E3/E&I by completing the required construction risk assessment as mandated by ADS 201maw, which can be found at the following link: <https://www.usaid.gov/sites/default/files/documents/1865/201maw.pdf>. Minor renovation, alteration, and improvement work that is not considered to be "construction" in accordance with the definition of "construction" specified in ADS 201maw does not require a construction risk assessment. COR should seek assistance from the MEO to determine whether the construction risk assessment is required, if necessary.

Any ongoing sub-activities found to be outside the scope of this IEE as amended and all other regulatory documentation required by 22 CFR 216 shall be halted until an amendment to the documentation is submitted and written approval or a contract modification is issued by USAID.

IMPLEMENTATION

In accordance with 22 CFR 216 and Agency policy, the conditions and requirements of this document become mandatory upon approval. This includes the relevant limitations, conditions

and requirements in this document as stated in Sections 3, 4, and 5 of the IEE and any BEO Specified Conditions of Approval.

USAID APPROVAL OF INITIAL ENVIRONMENTAL EXAMINATION

PROJECT/ACTIVITY NAME: "Visit Tunisia" Project

Bureau Tracking ID: ME 20-66

Approval:	 Peter Riley, Acting Mission Director	08/05/2020 Date
Clearance:	<u>Cleared</u> Luis Hernandez, Economic Growth Office Director	<u>4/15/2020</u> Date
Clearance:	<u>Cleared</u> Ananta Hans, Program Office Director	<u>5/11/2020</u> Date
Clearance:	<u>Drafter</u> Anan Masri, Mission Environmental Officer	<u>4/14/2020</u> Date
Clearance:	<u>Cleared by email</u> Christopher Frey, Regional Environmental Advisor	<u>5/12/2020</u> Date
Clearance:	<u>Cleared</u> John Power, Regional Legal Officer	<u>4/15/2020</u> Date
Concurrence:	 John Wilson, Bureau Environmental Officer	<u>8/17/2020</u> Date

DISTRIBUTION:

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1.0 ACTIVITY DESCRIPTION

1.1 PURPOSE OF THE IEE

The purpose of this document, in accordance with Title 22, Code of Federal Regulations, Part 216 ([22 CFR 216](#)), is to provide a preliminary review of the reasonably foreseeable effects on the environment of the USAID intervention described herein and recommend determinations and, as appropriate, conditions, for these activities. Upon approval, these determinations become affirmed, and specified conditions become mandatory obligations of implementation. This IEE also documents the results of the Climate Risk Management process in accordance with USAID policy (specifically, [ADS 201mal](#)).

This IEE is a critical element of USAID's mandatory environmental review and compliance process meant to achieve environmentally sound design and implementation. Potential environmental impacts must be addressed through formal environmental mitigation and monitoring plans (EMMPs) and/or Environmental Assessments (EAs), if needed.

1.2 ACTIVITY OVERVIEW

OBJECTIVES AND RESULTS

The overall vision behind USAID's investment in Tunisia's tourism sector is to capitalize on the country's natural, cultural and historical endowments to develop a diversified and high quality sector that contributes to a greater extent to broad-based economic growth in Tunisia. The activity will have four objectives:

1. Enhance Tunisia's competitiveness as a tourism destination;
2. Increase tourism-related investments and revenue;
3. Improve the enabling environment for sustained growth in the tourism sector; and
4. Engage the private sector to expand the offer and quality of tourism service.

General descriptions of the development challenges under each objective listed above, including activities and results, are described below.

Enhance Tunisia's competitiveness as a tourism destination

An important driver of Tunisia's existing tourism offering is based on large foreign tour operators that market Tunisia for the low-yield, all-inclusive resort market. To compete with other sun- sand-sea holiday destinations, hotels have continuously lowered prices to a point where profits and wages depreciated to a

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minimum. Seasonality is also a major impediment to industry growth and impacts all aspects of supply-side behavior in tourism. Each year, the tourism season starts in May, peaks in July and starts dipping in September. As a result, the sector has not been able to sustain jobs during off-peak periods, limiting its ability to attract and retain quality staff throughout the year. Existing curricula and training programs have also failed to line up skills with industry needs. From the 140 countries reviewed, the 2019 World Economic Forum index ranked wages at 130th and customer-orientation at 95th. Women participation in

the sector also ranked surprisingly low, and stood at 125th. These conditions can only be sustained if Tunisia intends to continue attracting low-yield, mass-market visitors.

Another challenge of the tourism sector is its dependence on the economic situation in source markets. Around one third of the 9.4 million tourists in 2019 were predominantly European.

France commanded a tenth of arrivals, followed by Russia, Germany, England and Italy. Around 52 percent were from Maghreb countries (Tunisia, Algeria, Morocco, Libya and Mauritania).

However, economic downturns in source markets, a health crisis or any political instability in Tunisia adversely impacts arrivals and severely harms the tourism industry. For instance, since the coronavirus outbreak began, Tunisia's tourism industry has been severely impacted.

It is therefore important for Tunisia to look beyond traditional mass-market tourism, diversify its arrival sources and provide year-round offerings to attract arrivals and domestic tourism, and boost sector profitability. Cultural and heritage assets, for example, could provide a powerful draw for tourism. Adventure travel is also a trend that can create opportunities for new businesses to provide niche, high value experiences, especially when adventure is combined with cultural heritage experiences. Nature-based travel is also a lucrative segment. Globally, an estimated 10-12 million leisure trips have nature and wildlife as the primary motivation, a niche market that was predicted to grow at 8-10 percent each year. Tunisia also has the potential to attract visitors to Star Wars filming locations, or to its food and wine offerings. Moreover, business events (meetings, incentives, conferences and exhibitions) are an important product segment potential for Tunisia, and can bridge seasonality and generate revenue during the off season. The country, however, has not been able to fully capitalize on these markets.

The Tunisian tourism industry also depends on a reasonable level of stability and security. To succeed in diversifying its source markets and increase demand, Tunisia needs to instill confidence and interest in the international marketplace. This requires careful planning and coordination among the various industry actors to manage messaging with international media and source market partners. Particularly important is developing sophisticated communication capability by all facets of the industry. In the past, public authorities and industry players have, to a large extent, relied on foreign tour operators to promote the country's tourism.

It is therefore critical that Tunisia adopts an integrated strategy that enhances its image as a safe destination, offers sophisticated tourism products, develops resilient sales channels and diversifies into new markets and market segments. Tunisia also needs to produce trained workers to provide quality service to tourist arrivals. The following activities address the constraints in Tunisia's tourism industry identified under this objective:

Required Activities

Develop a five-year reinvigoration plan to restore confidence in, and support recovery of, Tunisia's tourism sector. The plan should be based on sound research and analysis, developed and agreed upon by public and private stakeholders, and include a commercial vision for product diversification, infrastructure needs and

improved service delivery. The plan should also include an action-oriented matrix that clearly defines timelines, responsibilities, and human and financial resources required for implementation.

Consistent with the reinvigoration plan, develop a branding and positioning strategy and implement targeted campaigns that clearly articulate Tunisia's unique selling proposition. The strategy should be based on commercial demand from source markets, apply commercial marketing principles, and use innovative marketing and promotion

techniques to effectively assess what works and what falls short in enticing source market residents to visit Tunisia.

Develop new commercially sustainable and scalable tourism products to attract international arrivals and encourage domestic tourism, bridging seasonality. This includes religious and ethnic minority tourism products that promote minority religious cultures and exhibit their values and traditions.

In partnership with the private sector, expand, educate and cultivate new travel and tourism networks to promote tourism products and create market linkages and businesses opportunities in the tourism sector.

Align tourism and hospitality technical, vocational and higher education to meet international quality standards and best practices, build the capacity of the local tourism workforce to provide quality services, and enhance the supervisory and managerial capacity of existing staff to generally accepted business practices.

Using emerging business tools and management philosophies, improve the efficiency, performance and profitability of targeted businesses in the tourism industry.

Increase tourism-related investment and revenue

Due to past demand, the bulk of development has been along the coastline, while inner Tunisia continues to struggle from insufficient visitor flows. To diversify its offerings and draw more visitors to the hinterland, Tunisia needs to also develop and promote its tourism facilities in remote areas of the country. This will require improving and developing local infrastructure, including tourist paths and signage, as well as enhancing visitor experience at these potential tourism sites. This will also require close collaboration with government, non-government and private sector stakeholders in the tourism industry to improve the management and promotion of these sites. Community participation is essential for sustainable tourism development, as tourism has a close relationship with the livelihood of the targeted communities. Destination management organizations can play an important role in engaging tourism stakeholders in collaboration, and in promoting and attracting investment and innovation.

Business opportunities for cultural and adventure tourism in non-coastal, interior regions have not matured because Tunisian businesses and their local communities lack the experience, resources, market access, and skills to commercialize these ventures. According to a 2017 study about destination-based tourism options in Tunisia, the growth of local businesses is sensitive to investment and professional expertise. The study also confirms that the demand will increase when local and international private firms as well as tour operators develop tailored packages with options for sophisticated tourists to experience Tunisia's local culture and its nature.

Tunisia also needs to encourage tourists to venture out of resorts by providing them with options to spend more on tourism related goods and services. Previously, the World Tourism Organization reported that average per capita spending for tourists in Tunisia stands at \$385, which is markedly less when compared to Egypt (\$890), Turkey (\$770), or Morocco (\$725). The report also found that Europeans stay much longer and spend more than their Maghrebi counterparts.

To increase the average per capita spending from tourists in Tunisia requires measurable interventions, such as increasing overnight stays and increasing expenditures on quality experiences, goods, and services. Tourism businesses will also have to realize the needs and desires of more sophisticated tourists when creating and promoting such products and services.

The following activities address the constraints in Tunisia’s tourism industry identified under this objective:

Required Activities

The implementer shall reserve \$10 million of its total budget for the three-year base period-of performance, and \$5 million of the budget from for the two-year option period, for the following activities:

Improve and develop tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, and ensure that impacted communities and businesses are involved in the planning and development of targeted sites.

Develop and promote products, services and experiences reachable from coastal resorts through day trips and night tours.

Facilitate and promote events and festivals to attract tourism and generate positive media coverage, with an emphasis on underserved regions of the country that demonstrate tourism potential.

Improve the capacity of local tourism enterprises and intermediaries to identify, develop, price, and commercialize new and existing business opportunities for tourism products and services.

Increase access to commercial capital for Tunisian businesses and entrepreneurs in the tourism sector, including expanding existing financial products and services, introducing and scaling new products and services, and mobilizing private capital and expertise from local and international financial sector intermediaries.

Improve the enabling environment for sustained growth in the tourism sector.

The Tunisian government has a significant role in the tourism sector. The government owns, manages and promotes museums and key historical sites, and organizes and finances major festivals. The Ministry of Tourism and Handicrafts implements the government's policy in the tourism sector. Tourism policy has largely focused on promoting coastal regions, with the bulk of infrastructure investment targeting these regions. The National Tourism Office (Office National du Tourisme Tunisien) is responsible for designing and implementing media campaigns for the tourist sector, and its regional offices monitor the quality of tourist infrastructure as well as organize events and festivals. Other public institutions include the newly created workforce development authority (Agence De Formation Dans Les Métiers Du Tourisme) which prepares students for the professions of cooks, confectioners, waiters, receptionists, cleaning agents or tourist guides, and the Agency for Heritage Development and Cultural Promotion (L’Agence de Mise en Valeur du Patrimoine et de Promotion Culturelle) established to manage and promote archeological and historical heritage sites.

Industry associations struggle to define effective channels of communication and advocacy with the government. The private sector, through industry associations and syndicates, need to play a leading role in identifying and advocating for a more enabling policy and regulatory environment for competitiveness and growth in the tourism sector. The Tunisian Federation of Hotels (Fédération Tunisienne De L'Hôtellerie) promotes the sector, represents and defends its members in its relations with the government, and provides recommendations for tourism development. Supported by annual fees from private companies, the Federation Tunisienne Des Agences de Voyages et de Tourisme comprises tour operators and travel agencies as well as tourism transport. Established in 2014 to represent the economic interests of its members, the Tunisian Federation of Tourist Restaurants aims to improve the regulatory environment for

hotels, improve the quality of workforce in the restaurant sector, and develop and promote

Tunisia's culinary heritage. To achieve a sustainable, diversified and profitable tourism sector, it is important that Tunisia strengthens the capacity of business associations in the tourism sector, and facilitate transparent dialog to allow private sector associations to advocate for better business practices and legislation affecting the industry.

Furthermore, the response to the COVID-19 health emergency is putting huge pressure on public finances. The government needs to apply tools to offset the economic fallout of the crisis. The economic position of the country continues to evolve, making it difficult to assess

what the exact impact on the sector and economy will be. Tunisia has already seen their tourism sector battered by travel bans. It is therefore important to mitigate the potential negative impact on the sector and economy. This requires an exit strategy, a comprehensive recovery plan and unprecedented investment to mitigate the economic costs for businesses severely impacted by the crisis.

The following activities address the constraints in Tunisia's tourism industry identified under this objective:

Required Activities:

Advance tourism in Tunisia and mitigate the negative effect of the public health crisis on the tourism sector through the adoption of strategies, policies including public-private partnerships, tools, procedures or industry standards.

Advance international agreements, such as Open Skies agreements, to promote increased travel to Tunisia, spur high-quality job opportunities and increase economic growth.

Strengthen industry associations (including support, data and tools) to advocate for a more enabling policy and regulatory environment for competitiveness and growth in the tourism sector.

Encourage and facilitate dialogue between public and private sector stakeholders in the tourism sector, and between the public sector and local communities to advance tourism in targeted areas.

Strengthen the capacity of the government to manage, maintain and provide quality services for public tourism sites, including historical sites and museums, and provide accessible, timely and quality services to tourism related businesses.

Project Fund

The Contractor shall reserve \$10 million of the total budget for the three-year base period-of performance, and \$5 million of the budget from the two-year option period, to engage the private sector in the development and implementation of innovative solutions that contribute to the activity's goals and objectives. The Contractor is required to prepare and submit an operations manual to the Contracting Officer that documents the procedures, approaches, selection criteria, and mechanisms for the use of these funds. Once the criteria and procedures are approved, the Contractor shall be able to access the Project Fund for eligible activities as approved by the Contracting Officer's Representative. This fund is envisioned to secure

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meaningful partnerships and mobilize private capital and expertise from local and international private sector stakeholders in support of the activity's objectives, and should not solely be used for a Grants under Contract approach. The Contractor must use the Project Fund to maximize private sector participation using innovative approaches.

The use of the fund should follow the safeguards and principles below:

Clear and transparent criteria and procedures. These must ensure broad participation in communicating, reaching, and responding to opportunities and best practices in managing expectations, selecting partners, making funding decisions, and assessing impact.

Catalytic Impact. To showcase outcomes that can accelerate private sector growth in the absence of U.S. Government assistance, Contractors must apply market-based approaches that advance business interests, seek additionality, introduce innovation, facilitate risk management, and expand development impact, among other critical elements. These approaches can include pilot interventions in support of the objectives of this award.

Leverage. Defined as in-kind or cash contributions from partners, leveraging is required, while cost-sharing is not. Contractors must seek and secure partnerships that leverage the necessary expertise and capital in support of the Contract objectives. This includes approaches that seek to achieve a justifiable balance between development and commercial outcomes, and does not include one-sided interventions for development gains in the absence of commercial sustainability or vice-versa. The Project Fund may support a public good or service with limited or no leverage when there are direct and tangible benefits for Tunisian businesses and entrepreneurs.

Crowd-in the private sector. Approaches must incentivize broad private sector participation and avoid market distortions that substitute or displace the private sector. In cases where there is limited or no private sector leverage, Contractors could use the Project Fund to pilot and scale private sector interventions. These types of interventions must be widely disseminated as case studies regardless if they prove to be commercially viable or not. These include but not limited to introducing new technologies, business management systems, virtual training and mentoring, on-line marketing or other firm- or sector-level support when the business model is untested or perceived as too risky for commercial finance. Moreover, these cases could include early growth phases of new, untested or innovative business models for tourism products and services.

Illustrative Activities

Illustrative activities that can be funded out this account include, but are not limited to:

Assist priority tourism businesses severely impacted by the current public health crisis.

Develop new approaches to test and scale private sector-led solutions to accelerate business activity and investment in the tourism sector.

Support and promote innovations in tourism through digital platforms, mobile applications and virtual reality technology, particularly for women and youth and for people in underserved regions of the country.

Support untested or new business models from local communities, destination management organizations, and entrepreneurs to create new tourism products and services, increase expenditure per tourist, and diversify the existing offering of tourism related products and services. This could include the design, promotion and operation of themed itineraries, walking tours, and adventure or cultural experiences.

Develop and promote religious and ethnic minority tourism products and services.

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Strengthen the capacity of Destination Management Organizations and local communities with demonstrated business potential to lead, manage and promote tourism in their respective localities.

Reduce risks for start-up or expansion of enterprises to accelerate economic growth in the tourism sector, with an emphasis on underserved regions of the county.

Enhance the skills of the tourism labor force to meet the technical and management requirements of prospective employers, increase employment, and reduce the number of unfilled vacancies.

Introduce public-private partnerships for the management, upkeep and commercialization of historical and cultural sites.

Test innovative business models or solutions that tangibly contribute to the activity's goal and objectives.

Will this project/activity involve construction¹ as defined by ADS 201 and 303? Yes No

The project might include activities related to renovations of tourist sites and facilities, the scale and nature of this renovation/rehabilitation is to be determined during the project implementation and after identification of the sites but anticipated to be of small-scale.

BASELINE ENVIRONMENTAL INFORMATION

LOCATIONS AFFECTED AND ENVIRONMENTAL CONTEXT

Since the locations and the exact sites of the project interventions have yet to be identified, conducting a meaningful baseline review and analysis is not possible. The Implementing partner shall conduct a detailed review and analysis once the exact locations have been

identified. However, the following are general baseline information.

Tunisia is a lower-middle income country that is situated in North Africa and covers an area of approximately 163,000 km² with a 1,300 km coastline on the southern Mediterranean Sea.

Tunisia has a Mediterranean climate characterized by dry and hot summers and cool wet winters; rainfall is very irregular and varies considerably from north (800 mm) to south (100 mm). Tunisia has a population of approximately 11.5 million and has a privileged geographical position at the crossroads between East and West Mediterranean, between Europe and Africa.

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The Tunisian economy is relatively diversified but largely dependent on natural resources. Tunisia is the fifth largest exporter of phosphate in the world. The agricultural sector contributes, on average, 9% of Gross Domestic Product and mainly based on olives, dates, and citrus, gardening and grains. Tunisia is the fourth largest producer of olive oil, which represents 44% of agricultural exports of the country. Agriculture consumes nearly 80% of exploited water resources and highly contributes to soil and water pollution (intensive agriculture). Tourism plays a major role in the Tunisian economy. With revenues accounting for more than 7% of GDP, it provided 95,212 direct jobs and 285,635 indirect jobs that year. However, the concentration of tourism on the coast (85% of hotel capacity) poses water and sanitation management problems and increases environment and nature degradation.

¹ **Construction, as defined by ADS 201 and 303**, includes: construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. In the box below, describe any construction planned for this project/activity. Refer to [ADS 201maw](#) for required Construction Risk Management procedures.

Main environmental issues that are facing Tunisia (but not limited to) are desertification, water scarcity, ineffective solid waste management, soil erosion, ineffective disposal of toxic and hazardous materials and water pollution from raw sewage. Tunisia is considered vulnerable to climate variability and change. Rising temperatures, reduced precipitation, rising sea level, and increased frequency of extreme events, such as floods and droughts, could threaten agriculture, economic development, and the availability of water resources throughout the country. The Government of Tunisia recognizes the environmental challenges and the threat that climate change poses, however, the country still faces numerous technical, financial, and institutional challenges to effectively protect the environment and prevent more degradation. The Ministry of Environment is the government entity responsible for coordinating and activating the government policy in the field of sustainable development and for taking all necessary measures to improve the quality and effectiveness of government action in the environmental fields.

However, it is believed that the Ministry of Environment has limited financial and technical capacities to effectively enforce laws and to effectively conduct its mandate and normal operations.

APPLICABLE AND APPROPRIATE PARTNER COUNTRY AND OTHER INTERNATIONAL STANDARDS

Tunisia is increasingly committed and oriented toward integrating sustainability and environmental stewardship as keystones within its economic growth priorities and plans. Primary examples include Tunisia's National Strategy for the Green Economy (2016-2036), the Tunisia Renewable Energy Action Plan (2016-2030), as well as the 2014 Constitution itself; the latter establishing the state's duty to provide a healthy environment to the people.

[National Strategy for the Green Economy](#) [Arabic] (2016-2036): Unified national strategy to stimulate green economic growth. The four core principles of the strategy include:

Development of strong, inclusive, innovative green economy;

Reduction of unsustainable use of natural resources and overuse of systems that have a negative impact on climate change;

Adoption of integrated, decentralized, participatory governance of green growth;

Promotion of resilience and improved quality of life for citizens. The strategy is also oriented around nine “strategic axes”:

Improved efficiency in natural resource use, reduction of pollution, promotion of sustainable production;

Ensured supply of potable water and sanitation for all citizens;

Elimination of waste through improved recycling programs to reduce greenhouse gas emissions;

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Safeguard forests and pastoral resources to counter the effects of climate change;

Reduce economy's dependence on fossil fuels;

Advance industrial sector through investment in clean energy and technology;

Improved quality and performance of public transport;

Promotion of energy efficiency;

Promotion of sustainable tourism

[Tunisia's Constitution of 2014](#): Preamble addresses the importance of reserving a healthy environment and ensuring the sustainability of natural resources for future generations. Articles 44 and 45 provide further specifics, including the guaranteed right to water, the duty of the state and society to conserve and rationally use water, the duty of the state to guarantee "the right to a healthy and balanced environment and the right

to participate in the protection of the climate,” and the duty of the state to “provide the necessary means to eradicate pollution of the environment.” Article 40 also calls for all citizens to “have the right to decent working conditions.”

[Law No. 88-91 of 2 August 1988](#): This law created the National Environmental Protection Agency and establishes the responsibilities of the Agency. Conditions for the application of requirements of this law are to be delineated in associated decrees. Requirements of the law include:

Article 5: The Agency reviews and approves environmental impact studies for any industrial, agricultural, or commercial activities that pose environmental risks.

Article 6: As a part of the Agency’s interventions to protect the environment, the Agency has the authority to enter into agreements with organizations or companies in order to establish programs for the elimination of pollutant discharges. Allows for tax benefits and financial assistance for organizations or companies entering into such agreements, the conditions/details of which would be fixed through a decree.

Article 8: Natural or legal persons (including industrial, agricultural, and commercial establishments) that endanger the environment or create environmental pollution through solid, liquid, gaseous, or other releases are required to eliminate, reduce, or recover their discharges, as well as repair the resulting damage.

[Law 75-16 of 31 March 1975 \(Water Code\)](#): Foundational legislation for water quality and standardization

Decree 85-56 of 2 January 1985: Sets industrial effluent standards.

[Decree No. 2005-1991 relating to the environmental impact study and fixing categories of units subjected to the environmental impact study and categories of units subjected to the specification \(2005\)](#): Sets standards for environmental impact studies

3.0 ANALYSIS OF POTENTIAL ENVIRONMENTAL RISK

The tourism industry is recognized as a significant driver of economic growth in Tunisia. Tourists increasingly seek out relatively undisturbed natural areas to study and admire. They are drawn by the prospect of seeing unusual or spectacular scenery and unique plants and animals in their native habitats, as well as any cultural and historical features found in these areas. Tourism can contribute to economic development and the conservation of cultural sites and natural protected areas by generating revenues that can be used to sustainably manage these locations, and by providing local employment and a sense of community ownership. As a result, many communities that live near protected areas seek to utilize their surroundings to attract visitors.

However, without careful planning and management that balances ecological, social, and economic objectives, tourism activities can cause environmental damage.

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The exact type and severity of potential environmental impacts will depend on the work plan submitted by the successful offeror and approved by USAID. The following are some potential adverse impacts from insufficiently planned or mismanaged tourism projects:

Soil erosion and/or soil compaction from (a) poorly designed roads and trails that do not follow natural contours; (b) people walking, riding or driving off-road or off-trail to avoid

wet, rutted or gullied areas; (c) visitors walking, riding or driving off-road or off-trail to view unique wildlife or resource features; (d) poorly planned or overused infrastructure (e.g., camping areas, tour routes);

Deterioration of water resources and water quality due to inappropriate design and siting of latrines, septic tanks and solid waste pits;

Deforestation from firewood harvesting, camping and construction;

Destruction of unique flora;

Increased burden on electricity infrastructure thus affecting the power supply for tourists sites, increased demand on water supply, reduced efficiency of sanitation systems;

Changes in animal behavior due to human interference; and

pollution (e.g., litter, vehicle and boat exhaust, oil residues, human waste, noise).

In addition to physical impacts, poorly planned tourism projects can potentially harm the users of local resources living near protected areas. Tourists can also undermine a community's cultural and economic integrity. For example, tourism's peak-season demands can conflict with a community's need for labor during planting or harvesting of crops. Enhanced protection of an already safeguarded area can also conflict with a community's traditional use of the area for

non-timber products (e.g., medicinal plants). Even the potential local benefits of ecotourism can lead to environmental damage to a protected area. For example, an increase in employment opportunities, road improvement, technical assistance, or health care can stimulate migration of people into the vicinity of the protected area. Improved economic conditions may also result in increased production of solid waste.

To avoid negative impacts, the successful Offeror must develop their work plan using environmentally-sound decisions and planning, including to use relevant guidelines. Should the Offeror propose interventions with ecotourism focused components, specific guidelines can be found at the following link:

https://www.usaid.gov/sites/default/files/documents/1860/SectorEnvironmentalGuidelines_Ecotourism_2009.pdf

The list of sub-activities proposed under each of the objectives and the associated potential environmental and social impacts and **required mitigation measures** as evaluated under this IEE are as follows:

: Enhance Tunisia's competitiveness as a tourism destination

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TABLE 3A: POTENTIAL IMPACTS – C.4.1

Sub-Activity	Potential environmental and social impacts and mitigation measures
<p>Develop a five-year reinvigoration plan to restore confidence in, and support recovery of Tunisia’s tourism sector.</p>	<p>The tourism reinvigoration plan, once developed, could present potential risk of social and environmental impacts that could require mitigation. For example, if the plan includes developing previously undisturbed natural spaces into tourist areas, the increase in vehicle and food traffic, extraction of groundwater for drinking and, the increased amounts of human waste would impact the environment.</p> <p>Meeting the infrastructure needs identified in the Tourism Reinvigoration Plan could have both social and environmental impacts</p>

	<p><u>Mitigation Measures:</u> The contractor must prepare an Environmental Mitigation and Monitoring Plan (EMMP) that includes the appropriate mitigation measures that will be implemented during the implementation of this activity to minimize environmental and social impacts. The EMMP must be submitted for review and approval by the USAID COR and MEO</p>
<p>Consistent with the reinvigoration plan, develop a branding and positioning strategy and implement targeted campaigns that clearly articulate Tunisia’s unique selling proposition. The strategy should be based on commercial demand from source markets, apply commercial marketing principles, and use innovative marketing and promotion techniques to effectively assess what works and what falls short in enticing source market residents to visit Tunisia.</p>	<p>Campaigns to increase demand for tourism products that have environmental and social impact could increase the magnitude of these impacts if not properly addressed</p> <p><u>Mitigation Measures:</u> The contractor must prepare an EMMP to be submitted for review and approval by the USAID COR and MEO.</p>
<p>Develop new commercially sustainable and scalable tourism products to attract international arrivals and encourage domestic tourism, bridging seasonality. This includes religious and ethnic minority tourism products that promote minority religious cultures and exhibit their values and traditions.</p>	<p>New tourism products, especially those located in previously undisturbed or low traffic areas could have both social and environmental impacts if not properly addressed.</p> <p><u>Mitigation Measures:</u> The contractor must prepare an EMMP to be submitted for review and approval by the USAID COR and MEO.</p>
<p>In partnership with the private sector, expand, educate and cultivate new travel and tourism networks to promote tourism products and create market linkages and businesses opportunities in the tourism sector.</p>	<p>Promotion of tourism products that have social and/or environmental impacts could increase the magnitude of these impacts if not properly addressed</p> <p><u>Mitigation Measures:</u> For products that have a social and/or environmental impact, the contractor must prepare an EMMP to be submitted for review and approval by the USAID COR and MEO</p>

<p>Align tourism and hospitality technical, vocational and higher education to meet international quality standards and best practices, build the capacity of the local tourism workforce to provide quality services, and enhance the supervisory and managerial capacity of existing staff to generally accepted business practices.</p>	<p>Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.</p>
<p>Using emerging business tools and management philosophies, improve the efficiency, performance and profitability of targeted businesses in the tourism industry.</p>	<p>Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.</p>

: Increase tourism-related investment and revenue

TABLE 3B: POTENTIAL IMPACTS – C.4.2

Activity	Potential environmental and social impacts and mitigation measures
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<p>Improve and develop tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, and ensure that impacted communities and businesses are involved in the planning and development of targeted sites.</p>	<p>Rehabilitation/renovation activities may cause both direct and indirect potential adverse environmental impacts. Environmental impacts of special concern include:</p> <ul style="list-style-type: none"> Damage to sensitive or valuable ecosystems. Compaction of the soil and grading of the site. Contamination of ground and water supplies. Increased burden on electricity infrastructure, increased demand on water supply, reduced efficiency of sanitation systems; Adverse social impacts. Chemical and hazardous waste Damage to aesthetics of site/area. Air pollution and dust Odor Noise Solid waste Health and safety risks <p>Renovation and rehabilitation of infrastructure has potential adverse impacts on workers. Typical health and safety risks to construction workers in developing countries include falls and falling objects, crush injuries from collapses and heavy equipment, flying debris, and exposure to toxins such as solvents, cement dust, lead and asbestos. Climates with increased temperatures may also lead to more health impacts on workers due to extreme heat stress.</p> <p>Occupational injuries and illnesses can permanently deprive construction workers of the ability to earn a livelihood – and are often fatal.</p> <p><u>Mitigation Measures:</u></p> <p>The following are conditions and best practices that should be implemented by the contractor:</p>
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All construction activities shall be conducted following principles for environmentally sound construction, as provided in the USAID Sector Environmental Guidelines - Construction, which can be found at: https://www.usaid.gov/sites/default/files/documents/1860/SectorEnvironmentalGuidelines_Construction_2017.pdf

For the renovation or rehabilitation of existing facilities, the Implementing Partner shall prepare Environmental Monitoring and Mitigation Plan (EMMP), which can be found at: <https://www.usaid.gov/documents/1865/environmental-mitigation-and-monitoring-plan-emmp>. The EMMP shall include detailed description of the project and its components and shall include site specific environmental issues. Construction will not begin until such a review and report is completed and approved by the COR and the Mission Environmental Officer (MEO).

For the construction and/or improvement of any facilities in which the total surface area disturbed exceeds 10,000 square

	<p>feet (1,000 square meters) or are considered to have significant effect on the environment, the IEE must be amended and may need an Environmental Analysis and the preparation of EA.</p> <p>In case of renovation of archeological sites or sites that have significant cultural heritage (regardless of the size of the total surface area), the COR will discuss with the MEO the proposed activity prior to any design or implementation in order to determine if this IEE needs amendment and therefore an EA is required to be prepared and approved by the BEO prior to implementation.</p> <p>In case of renovation of archeological sites or cultural heritage sites with significant value, construction must be supervised by a qualified engineer, architect, or archeologist.</p> <p>The Implementing Partner shall design activities to minimize vulnerability of facilities to climate change.</p> <p>A qualified USAID engineer must be engaged to review all A/E design documents for construction activities determined to have significant risk by the ADS 201_maw Construction Risk Screening".</p>
<p>Develop and promote products, services and experiences reachable from coastal resorts through day trips and night tours.</p>	<p>New tourism products, especially those located in previously undisturbed or low traffic areas could have both social and environmental impacts if not properly addressed</p> <p><u>Mitigation Measures:</u> The contractor must prepare an EMMP to be submitted for review and approval by the USAID COR and MEO</p>
<p>Facilitate and promote events and festivals to attract tourism and generate positive media coverage, with an emphasis on underserved regions of the country that demonstrate tourism potential.</p>	<p>Events and festivals in low traffic areas and in areas with underdeveloped infrastructure could have both social and environmental impacts if not properly addressed.</p> <p><u>Mitigation Measures:</u> The contractor must prepare an EMMP to be submitted for review and approval by the USAID COR and MEO</p>
<p>Improve the capacity of local tourism enterprises and intermediaries to identify, develop, price, and commercialize new and existing business opportunities for tourism products and services.</p>	<p>Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.</p>

Increase access to commercial capital for Tunisian businesses and entrepreneurs in the tourism sector, including expanding existing financial products and services, introducing and scaling new products and services, and mobilizing private capital and expertise from local and international financial sector intermediaries.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.
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: Improve the enabling environment for sustained growth in the Tourism Sector

TABLE 3C: POTENTIAL IMPACTS – C.4.3

Activity	Potential environmental and social impacts and mitigation measures
Advance tourism in Tunisia and mitigate the negative effect of the public health crisis on the tourism sector through the adoption of strategies, policies including public-private partnerships, tools, procedures or industry standards.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.
Advance international agreements, such as Open Skies agreements, to promote increased travel to Tunisia, spur high- quality job opportunities and increase economic growth.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.
Strengthen industry associations (including support, data and tools) to advocate for a more enabling policy and regulatory environment for competitiveness and growth in the tourism sector.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.
Encourage and facilitate dialogue between public and private sector stakeholders in the tourism sector, and between the public sector and local communities to advance tourism in targeted areas.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.
Strengthen the capacity of the government to manage, maintain and provide quality services for public tourism sites, including historical sites and museums, and provide accessible, timely and quality services to tourism related businesses.	Not expected to generate environmental impacts, interventions under this sub-activity include only provision of technical assistance/capacity building, conduct analysis, studies, meetings and workshops only.

: Engage the private sector to expand the offer and quality of tourism service. TABLE 3D: POTENTIAL IMPACTS – C.4.4

Activity	Potential environmental and social impacts
<p>The Contractor shall reserve \$10 million of the total budget for the three-year base period-of performance, and \$5 million of the budget from the two-year option period, to engage the private sector in the development and implementation of innovative solutions that contribute to the activity's goals and objectives.</p> <p>The Contractor is required to prepare and submit an Operations Manual to the Contracting Officer that documents the procedures, approaches, selection criteria, and mechanisms for the use of these funds</p>	<p>***Potential impacts for this activity and any sub-activities cannot be determined until this activity is fully defined in the approved Operations Manual. The findings in this IEE must be re-evaluated and amended appropriately in accordance with the terms specified in the approved Operations Manual.</p> <p>An IEE Amendment will be required</p>

ENVIRONMENTAL DETERMINATIONS

RECOMMENDED ENVIRONMENTAL DETERMINATIONS

The following table summarizes the recommended determinations based on the environmental analysis conducted. Upon approval, these determinations become affirmed, per 22 CFR 216. Specified conditions, detailed in Section 5, become mandatory obligations of implementation, per ADS 204.

TABLE 4: ENVIRONMENTAL DETERMINATIONS

Projects/Activities	Categorical Exclusion Citation	Negative Determination
Activity C.4.1 — Enhance Tunisia’s competitiveness as a tourism destination.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c) (2)(i)&(iii).	<input checked="" type="checkbox"/> 22 CFR 216.3
Sub-activity 4.1.1: Develop a five-year reinvigoration plan to restore confidence in, and support recovery of, Tunisia’s tourism sector	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
4.1.2: Consistent with the reinvigoration plan, develop a branding and positioning strategy and implement targeted campaigns that clearly articulate Tunisia’s unique selling proposition.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
4.1.3: Develop new commercially sustainable and scalable tourism products to attract international arrivals and encourage domestic tourism, bridging seasonality. This includes religious and ethnic minority tourism products that promote minority religious cultures and exhibit their values and traditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
4.1.4: In partnership with the private sector, expand, educate and cultivate new travel and tourism networks to promote tourism products and create market linkages and businesses opportunities in the tourism sector.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)

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<p>4.1.5: Align tourism and hospitality technical, vocational and higher education to meet international quality standards and best practices, build the capacity of the local tourism workforce to provide quality services, and</p> <p>enhance the supervisory and managerial capacity of existing staff to generally accepted business practices.</p>	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i)&(iii)	<input type="checkbox"/>
<p>4.1.6: Using emerging business tools and management philosophies, improve the efficiency, performance and profitability of targeted businesses in the tourism industry.</p>	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i)&(iii)	<input type="checkbox"/>
<p>Activity C.4.2 — Increase tourism-related investment and revenue</p>	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
<p>Sub-activity 4.2.1 Improve and develop tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, and ensure that impacted communities and businesses are involved in the planning and development of targeted sites.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)

4.2.2: Develop and promote products, services and experiences reachable from coastal resorts through day trips and night tours.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
4.2.3: Facilitate and promote events and festivals to attract tourism and generate positive media coverage, with an emphasis on underserved regions of the country that demonstrate tourism potential.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)
4.2.4: Improve the capacity of local tourism enterprises and intermediaries to identify, develop, price, and commercialize new and existing business opportunities for tourism products and services.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i)&(iii)	<input type="checkbox"/>
4.2.5: Increase access to commercial capital for Tunisian businesses and entrepreneurs in the tourism sector, including expanding existing financial products and services, introducing and scaling new products and services, and mobilizing private capital and expertise from local and international financial sector intermediaries.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
Activity C.4.3 — Improve the enabling environment for sustained growth in the tourism sector.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
4.3.1: Advance tourism in Tunisia and mitigate the negative effect of the public health crisis on the tourism sector through the adoption of strategies, policies including public-private partnerships, tools, procedures or industry standards.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
4.3.2: Advance international agreements, such as Open Skies agreements, to promote increased travel to Tunisia, spur high-quality job opportunities and increase economic growth.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
4.3.3: Strengthen industry associations (including support, data and tools) to advocate for a more enabling policy and regulatory environment for competitiveness and growth in the tourism sector.	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>

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<p>4.3.4: Encourage and facilitate dialogue between public and private sector stakeholders in the tourism sector, and between the public sector and local communities to advance tourism in targeted areas.</p>	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
<p>4.3.5: Strengthen the capacity of the government to manage, maintain and provide quality services for public tourism sites, including historical sites and museums, and provide accessible, timely and quality services to tourism related businesses.</p>	<input checked="" type="checkbox"/> 22 CFR 216.2 (c)(2)(i),(iii)&(v)	<input type="checkbox"/>
<p>Activity C.4.4 — Project Fund</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 22 CFR 216.3 (a)(iii)

CLIMATE RISK MANAGEMENT

This section summarizes the methodology used and findings of the Climate Risk Management (CRM) Screening, in accordance with [ADS 201ma1](#). The project design team, in consultation with the mission Climate Integration Lead (CIL), considered the potential effect of climate risks/stressors on the sustainability of the project (changing precipitation patterns, rising

temperature, floods, droughts, fires, landslides, etc.) in addition to the impact of project activities on the climate (increased greenhouse gas emissions, land use changes, etc.). See Annex 1 for the complete CRM table.

Projected changes in climate include:

Annual maximum temperature is likely to increase by 1.5 C to 2.5 C by 2030 and 1.9 C to 3.8 C by 2050, while annual minimum temperature is likely to rise from 0.9 C to 1.5 C by 2030 and from 1.2 C to 2.3 C by 2050.

The number of hot days is projected to increase by about 1.3 days per year between 2020 and 2039 and duration of heat waves is likely to increase by 4 to 9 days by 2030 and by 6 to 18 days by 2050.

Decrease in overall precipitation by 2050 between a minimum of 4% and maximum decrease varying from 7% to 22%. The decrease in precipitation is accompanied by an anticipated increase in frequency and intensity and droughts and flooding.

By 2090, sea level near Tunis is likely to rise between 0.2 meters to 0.5 meters under a low emission scenario, and 0.4 to 0.8 meters under a high emission scenario

Tunisia relies heavily on the tourism industry, which comprises 7% of GDP and creates more than 300,000 jobs, with 90% of tourist activities occurring along the coast.

Rising temperatures, sea level rise and water scarcity are the main stressors. The risk on the tourism sector could include increased burden on electricity infrastructure thus affecting the power supply for tourists sites, increased demand on water and reduced water quality, reduced efficiency of sanitation systems, damage to coastal infrastructure and decrease in tourism venues, and damage to infrastructure and tourist sites. All of this could increase tourism costs, reduce tourism revenues and reduce competitiveness. This project must be robust in the face of potential climate change impacts.

Therefore, the implementing partner shall identify expected climate change impacts over the life of the project's expected benefits and demonstrate how these risks will be reduced in order to ensure sustainability of the project's objectives and benefits. **The implementing partner must** also ensure that planners are working with appropriate data sets and appropriate design criteria that consider climate change projections (for temperature increase, sea level rise, and extreme weather events such as flooding and droughts). The implementing partner shall perform screening for climate change risks as early as possible during the planning/design stage. **Climate Change analysis and considerations shall be reported in the EMMP.**

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CONDITIONS

CONDITIONS

The environmental determinations in this IEE are contingent upon full compliance with the following general implementation and monitoring requirements, as well as ADS 204 and other applicable requirements. This IEE and Climate Risk Screening must be re- evaluated immediately upon finalization of the Work Plan by USAID and the Implementing Partner, or at an earlier time in design or implementation to verify the environmental determinations. No sub-activity under activity 4 (Engage the private sector to expand the offer and quality of tourism service) may commence until the BEO approves the amended IEE.

Construction Risk Screening must be accomplished for all construction and renovation sub-activities in accordance with ADS 201_maw.

During Pre-Award:

Pre-Award Briefings: As feasible, the design team and/or the cognizant environmental officer(s) (e.g., MEO, REA, BEO) will provide a pre-award briefing for potential offerors on environmental compliance expectations/responsibilities at bidders' conferences.

Solicitations: The design team, in coordination with the CO, will ensure solicitations include environmental compliance requirements and evaluation criteria. The CO will ensure technical and cost proposal requirements include approach, staffing, and budget sufficient for complying with the terms of this IEE.

Awards: The COR, in coordination with the CO, will ensure all awards and sub- awards, include environmental compliance requirements.

If more adequate information becomes available regarding the scope of work of this activity and sub-activities to allow a meaningful environmental review, the COR will consult with the MEO (and BEO if necessary) to determine if this IEE should be amended.

During Post-Award:

IEE Amendment: This IEE will be re-evaluated upon finalization of the contract Work Plan, and the IEE will be amended accordingly. The COR in coordination with the MEO will ensure that all required 22 CFR 216 environmental analyses and documentation are completed and approved by the BEO before the subject activities are implemented.

Environmental Compliance Mitigation and Monitoring Plan: The COR will ensure the IP develops, obtains approval for, and implements Environmental Mitigation and Monitoring Plans (EMMPs) that are responsive to the stipulated environmental compliance requirements of this IEE.

Post-Award Briefings: The COR and/or the cognizant environmental officer(s) (e.g., MEO, REA, BEO) will provide post-award briefings for the IP on environmental compliance responsibilities.

Work Plans and Budgeting: The COR will ensure the IP integrates environmental compliance requirements in all annual work plans and budgets to comply with requirements, including EMMP implementation and monitoring.

Staffing: The COR, in coordination with the IP, will ensure all awards have staffing capacity to implement environmental compliance requirements.

Records Management: The COR will maintain environmental compliance documents in the official project/activity file and upload records to the designated USAID environmental compliance database system.

Host Country Environmental Compliance: The COR will ensure the IP complies with applicable and appropriate host country environmental requirements unless otherwise directed in writing by USAID. However, in the case of a conflict between the host country and USAID requirements, the more stringent shall govern.

Work Plan Review: The COR will ensure the IP verifies, at least annually or when activities are added or modified, that activities remain within the scope of the IEE. Activities outside of the scope of the IEE cannot be implemented until the IEE is amended.

IEE Amendment: If new activities are introduced or other changes to the scope of this IEE occur, an IEE Amendment will be required.

USAID Monitoring Oversight: The COR or designee, with the support of the cognizant environmental officer(s) (e.g., MEO, REA, BEO), will ensure monitoring of compliance with established requirements (e.g., by desktop reviews, site visits, etc.).

Environmental Compliance Reporting: The COR will ensure the IP includes environmental compliance in regular project/activity reports, using indicators as appropriate; develops and submits the Environmental Mitigation and Monitoring Reports (EMMRs); and completes and submits a Record of Compliance (RoC) describing their implementation of EMMP requirements in conjunction with the final EMMR or at the close of sub activities (as applicable). And where required by Bureaus or Missions, ensure the IP prepares a closeout plan consistent with contract documentation for COR review and approval that outlines responsibilities for end-of-project operation, the transition of other operational responsibilities, and final EMMR with lessons learned.

Corrective Action: When noncompliance or unforeseen impacts are identified, IPs notify the COR, place a hold on activities, take corrective action, and report on the effectiveness of corrective actions. The COR initiates the corrective action process and ensures the IP completes and documents their activities. Where required by Bureaus or Missions, ensure Record of Compliance is completed.

AGENCY CONDITIONS

Sub-award Screening: The COR will ensure the IP uses an adequate environmental screening tool to screen any sub-award applications and to aid in the development of EMMPs.

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Other Supplemental Analyses: The COR will ensure supplemental environmental analyses that are called for in the IEE are completed and documented.

Resolution of Deferrals: If a deferral of the environmental threshold determination was issued, the COR will ensure that the appropriate 22CFR216 environmental analysis and documentation is completed and approved by the BEO before the subject activities are implemented.

Positive Determination: If a Positive Determination threshold determination was made, the COR will ensure a Scoping Statement, and if required an Environmental Assessment (EA), is completed and approved by the BEO before the subject activities are implemented.

Compliance with human subject research requirements: The AM, COR shall assure that the IP and sub-awardees, -grantees, and -contractors demonstrate completion of all requirements for ethics review and adequate medical monitoring of human subjects who participate in research trials carried out through this IEE and ensure appropriate records are maintained. All documentation demonstrating completion of required review and approval of human subject trials must be in place prior to initiating any trials and cover the period of performance of the trial as described in the research protocol.

LIMITATIONS OF THIS INITIAL ENVIRONMENTAL EXAMINATION

The determinations recommended in this document apply only to projects/activities and sub-activities described herein. Other projects/activities that may arise must be documented in either a separate IEE, an IEE amendment if the activities are within the same project/activity, or other type of environmental compliance document and shall be subject to an environmental analysis within the appropriate documents listed above.

Other than projects/activities determined to have a Positive Threshold Determination, it is confirmed that the projects/activities described herein do not involve actions normally having a significant effect on the environment, including those described in 22 CFR 216.2(d).

In addition, other than projects/activities determined to have a Positive Threshold Determination and/or a pesticide management plan (PERSUAP), it is confirmed that the projects/activities described herein do not involve any actions listed below. Any of the following actions would require additional environmental analyses and environmental determinations:

Support project preparation, project feasibility studies, or engineering design for activities listed in §216.2(d)(1);

Affect endangered and threatened species or their critical habitats per §216.5, FAA 118, FAA 119;

Provide support to extractive industries (e.g. mining and quarrying) per FAA 117;

Promote timber harvesting per FAA 117 and 118;

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Lead to new construction, reconstruction, rehabilitation, or renovation work per

§216.2(b)(1);

Support agro-processing or industrial enterprises per §216.1(b)(4);

Provide support for regulatory permitting per §216.1(b)(2);

Lead to privatization of industrial facilities or infrastructure with heavily polluted property per §216.1(b)(4);

Research, testing, or use of genetically engineered organisms per §216.1(b)(1), ADS 211

Assist the procurement (including payment in kind, donations, guarantees of credit) or use (including handling, transport, fuel for transport, storage, mixing, loading, application, clean-up of spray equipment, and disposal) of pesticides or activities involving procurement, transport, use, storage, or disposal of toxic materials. Pesticides cover all insecticides, fungicides, rodenticides, etc. covered under the Federal Insecticide, Fungicide, and Rodenticide Act per §216.2(e) and §216.3(b).

7.0 REVISIONS

Per 22 CFR 216.3(a)(9), when ongoing programs are revised to incorporate a change in scope or nature, a determination will be made as to whether such change may have an environmental impact not previously assessed. If so, this IEE must be amended to cover the changes. Per ADS 204, it is the responsibility of the USAID COR to keep the MEO/REA and BEO informed of any new information or changes in the activity that might require revision of this environmental analysis and environmental determination.

ATTACHMENTS:

Annex 1: Climate Risk Management Summary Table

Annex 1. **Project** Climate Risk Management Summary Table

***This risk screening will be re-evaluated and revised accordingly upon finalization and approval of the performance work statement for this activity

TASKS/DEFINED OR ILLUSTRATIVE INTERVENTIONS	CLIMATE RISKS	RISK RATING	HOW RISKS ARE ADDRESSED	OPPORTUNITIES TO STRENGTHEN CLIMATE RESILIENCE
All activities and sub-activities that are limited to: technical assistance, training programs, analysis, studies, workshops and meetings, document and information transfers in which climate change has no or very minimum impact in conducting the activity successfully	Delays or disruption in conducting activities due to extreme weather events	Low Risk	Accept Risk	As appropriate, include training and awareness sessions to raise the awareness and knowledge of local government staff and the private sector of the impact of climate change on the tourism sector, encourage and promote conducting climate vulnerability assessments and adaptation planning.
All activities and sub-activities related to small-scale renovation or rehabilitation of tourism sites or	-Delays or disruption in conducting activities due to extreme weather event -Increased burden on electricity	High Risk	-Engineering analysis preceding design activities must include consideration of climate change and its potential impacts on the location (siting), functionality and infrastructure and infrastructure services.	As appropriate, include training and awareness sessions to raise the awareness and knowledge of local government staff and the private sector of the impact of

facilities	<p>infrastructure due to increasing demand for air conditioning and cooling systems due to increased temperatures and heat stress.</p> <p>Increased demand on water due to higher temperatures.</p> <p>Reduced water quality due to</p>	<p>Such analysis must include identification of relevant data sets and gaps, review of local building standards and codes, safety factors or other measures of uncertainty that will be needed during design. The purpose of this analysis should be to identify risks and how they</p>	<p>climate change on the tourism sector, encourage and promote conducting climate vulnerability assessments and adaptation planning.</p>
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	<p>increased temperatures.</p> <p>- Damage to infrastructure, roads, and tourist sites due to flooding and extreme weather events</p> <p>-Increased repair and maintenance costs due to extreme weather events</p>		<p>will be addressed.</p> <p>-During the design and implementation stages, the implementer shall consider the impact of increased temperature, increased variability of precipitation, and increase in extreme weather events including heavy storms, winds and flooding. These climate stressors can affect the design parameters, site selection, and construction materials.</p> <p>-All interventions shall be conducted following principles for environmentally sound development, as provided in the USAID Sector Environmental Guidelines.</p>	
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ATTACHMENT J.6

PAST PERFORMANCE QUESTIONNAIRE

Offeror - please fill out the following questionnaire as clearly and as objectively as possible. The information you provide will be used for source selection purposes. **Offeror, please send the completed questionnaire (Section A by the Offeror and B by the Reference) directly to the United States Agency for International Development (USAID) by email to TunisiaSolicitations@usaid.gov** by the time and date indicated on the RFP cover page.

SECTION A: (To be filled by the Offeror)

Offeror's Name: _____

Was the Offeror the Prime or Subcontractor on the project: _____

Project Name: _____

Project Scope/Description: _____

Period of Performance: _____ Dollar Value of Contract: _____

Primary Location(s) Work: _____

Name of Contact Person: _____ Phone: _____

Date Contacted: _____ Employer: _____

Contact's Role or Knowledge of the Project: _____

SECTION B: (To be filled by the contact person named in Section A above)

“QUALITY”: 1. Please comment on your satisfaction with the Contractor's quality of work: _____

“SCHEDULE”: 2. Please comment on the Contractor’s timeliness of contract performance:_____

“MANAGEMENT”: 3. Please comment on the quality of your relations with the Contractor during contract performance:_____

“COST CONTROL”: 4. Please comment on the Contractor’s ability to control costs:_____

“REGULATORY COMPLIANCE”: 5. Please comment on the contractor’s ability to comply with applicable regulations:_____

“SMALL BUSINESS CONCERNS”: 6. For prime offerors who are not small business concerns, please comment on the Contractor’s utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals:_____

Please provide comments on Contractor’s Key Personnel:_____

Other Comments: _____

Signature of the Referee: _____

[END OF ATTACHMENT J.6]

ATTACHMENT J.8

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporate by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-17	Ownership or Control of Offeror	JUL 2016
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions - Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting *U.S. Agency for International Development (USAID)*
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requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed

End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

— (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

— (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

— (vii) [52.227-6](#), Royalty Information.

— (A) Basic.

— (B) Alternate I.

— (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.4 52.204-20 Predecessor of Offeror (AUG 2020)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____(or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(End of provision)

K.5 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1)It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.6 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction

of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability.

This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

K.9 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.10 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has filed all Federal tax returns required during the three years preceding the certification;

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.11 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATIONS (JUL 2020)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR [2.101](#).

(b) *Certification.* [Offeror shall check either (1) or (2).]

___ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and->

[international-security-affairs/bureau-of-arms-control-verification-and-compliance/](#); or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise

to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e\(d\)](#) or (e); or

(ii) Determined under [22 U.S.C. 2593e\(g\)\(2\)](#) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e\(b\)](#).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It has, has not filed all required compliance reports; and
Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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(End of provision)

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.13 FAR 52.225-20 – PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

K.14 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K.15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

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(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

(End of provision)

K.16 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.17 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(DEVIATION NO. M/OAA-DEV-FAR-20-05c) (JUN 2020)**

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

K.18 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No.: _____

Offer/Proposal No.: _____

DUNS No.: _____

Date of Offer: _____

Name of Offeror: _____

Typed Name and Title: _____

Signature _____

Date _____

[END OF SECTION K]

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ATTACHMENT J.9

Table 1. Fixed Fee Percentage per Milestone Deliverable Schedule per Year/Achievement						
No.	Deliverables	Deliverables Schedule <i>(per year/achievement)</i> % of total Fixed Fee Schedule for Activity Deliverables X = Not due that year				
		Year				
		1	2	3	4	5
Activity Deliverables. Plans/Reports (Total 25% of Fixed Fee Schedule)						
1.	Life-of-Activity Work Plan					
2.	Construction Implementation Plan					
3.	Activity Monitoring, Evaluation, and Learning Plan (AMELP)					
4.	Project Fund Operations Manual					
5.	Grants Manual					
6.	Strategic Plan, Action Matrix, and Branding and Positioning Plan					
7.	Weekly Updates					
8.	Quarterly Progress Reports					
9.	Annual Report					
10.	Ad-hoc Reports					
11.	Communications and Outreach Products					
12.	Accrual Reports					
13.	Participant Training Reports					
14.	Short-term Consultants' Reports					
	Sub-Total					

Table 2. Fixed Fee Associated with Deliverables Associated with each Objective for the base period

No.	Deliverables	Deliverables Schedule (per year/achievement) % of total Fixed Fee Schedule for Activity Deliverables X = Not due that year		
		Year		
Base Period		1	2	3
Activity Deliverables (Total 75% of Fixed Fee Schedule)				
Objective 1				
1.1	Develop a long-term Strategic Plan, Action Matrix, and Branding and Positioning Plan for Tunisia’s alternative tourism sector			
1.2	Develop and implement at least nine (9) targeted campaigns that clearly articulate Tunisia’s unique selling proposition.			
1.3	In partnership with the private sector, develop at least twenty (20) new commercially sustainable and scalable tourism products, of which at least 1 new product will be a religious and ethnic minority tourism product that promotes minority religious cultures and exhibits their values and traditions.			
1.4	Develop and promote at least ten (10) additional new products, services and experiences in major coastal resorts throughout Tunisia, through day trips and night tours.			
1.5	In partnership with the private sector, create market linkages and businesses opportunities in the alternative tourism sector.			
1.6	In partnership with internationally recognized institutions, train and certify at least one hundred (100) trainers on tourism and hospitality international quality			

	standards and best practices, of which at least 30 percent are women.			
1.7	In partnership with the private sector, train and certify at least two thousand (2,000) tourism professionals throughout Tunisia (of which at least 50 percent are women and 30 percent are youth) including guides, service providers, and hospitality and service businesses throughout Tunisia, to deliver services at internationally recognized quality standards and best practices.			
1.8	Improve the efficiency, performance and profitability of at least five hundred (500) targeted businesses in the alternative tourism industry throughout Tunisia, of which at least 30 percent are women-owned.			
Objective 2				
2.1	In partnership with the private sector, local businesses and communities, improve and develop at least ten (10) tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, in at least five (5) different geographic areas.			
2.2	In partnership with the Government of Tunisia and private sector organizations, facilitate and promote at least six (6) major events and festivals to attract visitors and generate positive media coverage, with an emphasis on underserved regions of the country with demonstrated tourism potential.			
2.3	Enhance the capacity of at least one hundred (100) local businesses and professionals to promote and commercialize the renovated sites and facilities, of which at least twenty (20) percent of the assisted business are women-owned enterprises.			

2.4	Mobilize private sector resources to increase access to finance for at least two thousand (2,000) Tunisian businesses and entrepreneurs in the alternative tourism sector, of which fifty (50) percent are women-owned and twenty five (25) percent are start-ups.			
Objective 3				
3.1	Assist the Ministry of Tourism and Handicrafts in developing at least three (3) national strategies, tools, procedures or industry standards for alternative tourism.			
3.2	Assist the Ministry of Tourism and Handicrafts advance at least one (1) international agreement (such as the Open Skies agreement) to promote increased travel to Tunisia, spur high-quality job opportunities and increase economic growth.			
3.3	Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of the Ministry of Tourism and Handicrafts to accelerate the commercial growth of alternative tourism services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.			
3.4	Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of at least three (3) Tunisian industry organizations in alternative tourism to accelerate the commercial growth of services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.			
3.5	Encourage and facilitate dialogue between the public, and private sector as well as local communities throughout Tunisia to advance alternative tourism, with an emphasis on			

	localities for which new tourism products and sites are developed.			
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Table 3. Fixed Fee Associated with Deliverables Associated with each Objective for the option period				
No.	Deliverables	Deliverables Schedule <i>(per year/achievement)</i> % of total Fixed Fee Schedule for Activity Deliverables X = Not due that year		
		Year		
Option Period		4	5	
Activity Deliverables (Total 75% of Fixed Fee Schedule)				
Objective 1				
1.9	Develop and implement at least six (6) targeted additional campaigns that clearly articulate Tunisia’s unique selling proposition.			
1.10	In partnership with the private sector, develop at least twenty (210) new commercially sustainable and scalable tourism products, each attracting at least ten thousand (10,000) tourists per year by the end of the two-year option period.			
1.11	Develop and promote at least ten (10) additional new products, services and experiences in major coastal resorts throughout Tunisia through day trips and night tours.			
1.12	In partnership with the private sector, expand and establish at least two (2) new market linkages and businesses opportunities in the alternative tourism sector.			
1.13	In partnership with internationally recognized organizations, train and certify at least one hundred (100) additional trainers			

	on international quality standards and best practices in tourism and hospitality, of which at least thirty (30) percent are women.		
1.14	In partnership with the private sector, train and certify at least two thousand (2,000) additional tourism professionals (of which at least fifty (50) percent are women and at least thirty (30) percent are youth) including guides, service providers, and hospitality and service businesses throughout Tunisia, to deliver services at internationally recognized quality standards and best practices.		
1.15	Improve the efficiency, performance and profitability of at least five hundred (500) additional targeted businesses in the alternative tourism industry throughout Tunisia, of which at least thirty (30) percent of the businesses assisted are women-owned.		
Objective 2			
2.5	In partnership with the private sector, local businesses and communities, improve and develop at least five (5) additional tourist sites and facilities with commercial potential, including sites with religious or ethnic significance, in at least two (2) different geographic areas.		
2.6	In partnership with the Government of Tunisia and private sector organizations, facilitate and promote at least four (4) additional major events and festivals to attract visitors and generate positive media coverage, with an emphasis on underserved regions of the country with demonstrated tourism potential.		
2.7	Enhance the capacity of at least one hundred (100) local businesses and professionals to promote and commercialize the renovated sites and facilities, of which at least twenty (20) percent of the assisted businesses are women-owned enterprises.		

2.8	Mobilize private sector resources to increase access to finance for at least one thousand (1,000) additional Tunisian businesses and entrepreneurs in the alternative tourism sector, of which fifty (50) percent are women-owned and twenty five (25) percent are start-ups.		
Objective 3			
3.6	Assist the Ministry of Tourism and Handicrafts in developing at least two (2) additional national strategies, tools, procedures or industry standards for alternative tourism.		
3.7	Through digital solutions, operating procedures, training, and stakeholder outreach, continue to strengthen the capacity of the Ministry of Tourism and Handicrafts to accelerate the commercial growth of alternative tourism services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.		
3.8	Through digital solutions, operating procedures, training, and stakeholder outreach, strengthen the capacity of at least two (2) additional Tunisian industry organizations in alternative tourism to accelerate the commercial growth of services and products, promote Tunisia as an alternative tourism destination, and attract private sector investment.		
3.9	Continue to encourage and facilitate dialogue between the public, and private sector as well as local communities throughout Tunisia to advance alternative tourism, with an emphasis on localities for which new tourism products and sites are developed.		

**ATTACHMENT J.10
COMPENSATION GUIDELINE - TUNISIA**

Based on US Mission Local Compensation Plan

FSN Levels	Example Position Titles	Low	High
		Annual Rate	Annual Rate
Grade 12	Chief of Party, Deputy Chief of Party, Financial Controller, Senior Project Management Specialist	91,952	142,530
Grade 11	Chief Accountant, Sr. Project Management Specialist, Senior Accountant; Finance Manager, Head Field Coordinator	67,793	105,094
Grade 10	Project Mgt. Specialist; Computer Management; Accountant; Field Coordinator	61,569	95,438
Grade 9	Supervisory Administrative Asst.; Procurement Agent; Office Manager; Marketing Specialists; Accounting Specialist	47,860	74,161
Grade 8	Interpreter/Translator; Maintenance Supervisor, Computer Technician; Other Technical Professionals	41,908	64,964
Grade 7	Senior Administrative Assistant; Accounting Technician; Travel Assistant; Information Specialists	29,087	45,081
Grade 6	Warehouse Storekeeper; Senior Office Secretary; Expendables Storekeeper; Motor Pool Supervisor	24,247	37,590
Grade 5	Secretary, Personnel Clerk, Jr. Administrative Assistants; Jr. Interpreters	22,058	34,202
Grade 4	Electrician; Carpenter; Plumber; Receptionist, Other Skilled Labor	19,870	30,793
Grade 3	Chauffeur, Drivers	17,726	27,450
Grade 2	Maintenance Assistant	14,875	23,070
Grade 1	Janitor; Cook	12,094	18,760

Note: All rates are in TND. The rates are exclusive of allowances and bonuses.