



USAID | WEST BANK/GAZA

FROM THE AMERICAN PEOPLE

Date Issued: June 15, 2012

Questions Due Date: Friday, June 22, 2012, 4:00 pm Local Time, Tel Aviv Israel

Closing Date and Time: Friday, July 27, 2012, 4:00 pm Local Time, Tel Aviv, Israel

**Subject: USAID/West Bank and Gaza Request for Application (RFA) Number
RFA-294-12-00002: "School Improvement Program"**

Dear Prospective Applicants:

Pursuant to the authority granted with the Foreign Assistance Act of 1961, as amended, the United States Government, represented by the Agency for International Development (USAID) Mission to the West Bank and Gaza is seeking applications from qualified U.S. Non-Governmental Organizations (NGOs), U.S. Private Voluntary Organizations (PVOs), Public International Organizations (PIOs), and U.S. for profit firms (provided they forgo profit) to implement a program entitled "**School Improvement Program**". Applicants are encouraged to utilize local expertise and local institutions whenever possible in implementing the program.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for profit organizations), may be paid under the anticipated award.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and/or submission of an application. Applicants who come under consideration for an award that have never received USAID funding will be subject to a pre-award audit to determine fiscal responsibility, ensure adequacy of financial controls, and establish an indirect cost rate (if applicable).

Subject to the availability of funds, USAID/West Bank and Gaza intends to provide approximately \$20 Million in total USAID funding for this activity to be allocated over a four-year period.

USAID reserves the right to fund any or none of the applications submitted. Although it is planned to make an award of one Cooperative Agreement under this RFA, USAID/West Bank and Gaza in its discretion may make awards to more than one organization or make no award under this RFA.

The successful Applicant will be responsible for ensuring the achievement of the program objectives. Please refer to the Program Description in Section I of this RFA for a complete statement of goals and expected results.

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

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In accordance with ADS 304.3.1 (b), the principal purpose of the relationship with the Applicant under the subject program is to transfer funds to accomplish a public purpose of support or stimulation, which is authorized by Federal statute. Substantial involvement is anticipated between USAID and the Applicant during the performance of the “**School Improvement Program**”.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

Section I – Funding Opportunity Description
Section II – Award Information
Section III – Eligibility Information
Section IV – Application and Submission Information
Section V – Application Review Information
Section VI – Award and Administration Information
Section VII – Other Information

To be eligible for award, Applicants must provide all required information in their application, including the requirements found in any attachments to this RFA on www.grants.gov. Applications that are submitted late, incomplete or are non-responsive will not be considered. Award will be made to the responsible Applicant whose application best meets the requirements of this RFA.

The preferred method of distribution of USAID Requests for Application (RFA) is electronically via Grants.gov. This RFA and any future amendments can be downloaded from <http://www.grants.gov>. Select “Find Grant Opportunities,” then click on “Browse by Agency,” and select the “U.S. Agency for International Development” and search for the RFA. It is the responsibility of the recipient of the application document to ensure that it has been received from the INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion process. All interested parties are encouraged to register on <http://www.grants.gov> to receive automatic notification of amendments to this RFA. In the event of an inconsistency between the documents comprising this RFA, it shall be resolved at the discretion of the Agreement Officer.

In addition, award of the agreement contemplated by this RFA cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific, written authorization from the Agreement Officer. Thus, Applications are submitted at the risk of the Applicant, and all preparation and submission costs are at the Applicant's own expense.

Applicants may upload applications to <http://www.grants.gov>; however, USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. **Therefore, USAID/West Bank and Gaza requires that applications be submitted both electronically (e-mailed) to WBG-RFA-SUBM@usaid.gov AND in hard copy as further detailed below no later than Friday, July 27, 2012, 04:00 P.M., Local Time, Tel Aviv, Israel.**

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Applicants should also note that the documents listed in this RFA under "Other Information" are intended only as sources for background information that may be helpful to applicants, but are not a part of this RFA. All guidance included in this RFA takes precedence over any reference documents referred to in the RFA.

If you decide to submit an application, it must be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Hard copies of the technical application and the cost application and modifications thereof shall be submitted in separate envelopes with the name and address of applicant as well as the RFA number and program title referenced above inscribed thereon, to:

Hand-Carried Address:

Ms. Miada Younis, Acquisition and Assistance Specialist
USAID/West Bank and Gaza
Office of Contracts Management
10th Floor, 25 Hamered Street,
Tel Aviv, Israel
Phone: +972-3-5114886

OR:

Courier Address – Official FedEx or Express Mail:

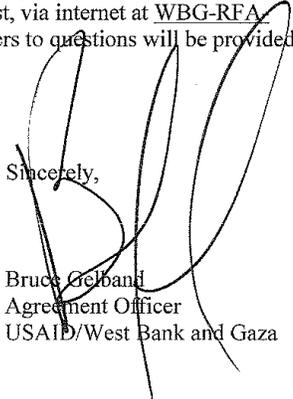
USAID
Attn: Ms. Miada Younis, Acquisition and Assistance Specialist
U.S. Embassy / USAID
71 Hayarkon Street
Tel Aviv 63903
Israel

It is the applicant's responsibility to ensure that all necessary documentation is complete and received on time. If the applicant elects to hand carry applications for delivery he/she is encouraged to carry the application through to USAID/West Bank and Gaza, Office of Contracts Management, and not leave the application at the facility's front door as specified above.

QUESTIONS: USAID requests that all questions regarding this RFA be submitted in writing to Ms. Miada Younis, Acquisition and Assistance Specialist, via internet at WBG-RFA-SUBM@usaid.gov no later than Friday 22, 2012. Answers to questions will be provided through an amendment to the RFA.

Thank you for your interest in USAID Programs.

Sincerely,


Bruce Gelband
Agreement Officer
USAID/West Bank and Gaza

ABBREVIATIONS AND ACRONYMS USED IN THIS RFA

ADA	Americans with Disabilities Act
ADS	Automated Directives System
AO	Agreement Officer
AOR	Agreement Officer Representative
BEO	Bureau Environmental Officer
CFR	Code of Federal Regulation
COP	Chief of Party
CV	Curriculum Vitae
DUNS	Data Universal Numbering System
DQA	Data Quality Assessment
EDO	Education Development Office
ER	Educational Resources
EA	Environmental Assessment
EMMP	Environmental Mitigation and Monitoring Plan
EPA	U.S. Environmental Protection Agency
FAR	Federal Acquisition Regulation
FTO	Foreign Terrorist Organization
HBCU	Historically Black College or University
IDC	RDC Renovation Development Coordinator
IEE	Initial Environmental Examination
IR	Intermediate Result
LOC	Letter of Credit
MOEHE	Ministry of Education and Higher Education
M&M	Mitigation and Monitoring
M/OAA	USAID/Washington's Office of Acquisition and Assistance
NICRA	Negotiated Indirect Cost Agreement
OMB	Office and Management and Budget
OFAC	Office of Foreign Assets Control
NGO	Nongovernmental Organization
PO	Procurement Officer
PA	Palestinian Authority
PCA	Partner Contracted Audit
PD	Program Description
PMP	Performance Management Plan
PWD	People with Disabilities
RF	Results Framework
RFA	Request for Application
RMP	Rapid Mobilization Plan
SIP	School Improvement Program
TEP	Technical Evaluation Panel
TIN	Taxpayer Identification Number
UNSC	United Nations Security
USG	United States Government
USAID	U.S. Agency for International Development
WRI	Water Resources and Infrastructure

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A. Program Description

Introduction

Marginalized areas of the West Bank and East Jerusalem suffer from a multitude of political, security and socio-economic problems that hinder development work in these areas and put the population at serious risk. The PA has limited authority and capability to reach some of these areas to provide any meaningful support to its residents. The most marginalized of those areas are East Jerusalem, Area C, and the Seam Zone, but there are other disadvantaged areas that need particular attention from the PA and the donor community. The School Improvement Program will implement interventions to improve the educational environment and quality of education in the most disadvantaged areas of the West Bank and East Jerusalem.

Background

The problems of education in East Jerusalem are well known to educators, officials, and the population of East Jerusalem. All documents issued by the Palestinian Authority regarding development planning, and in particular the Ministry of Education publications, have highlighted the need to invest in education in East Jerusalem. In 2009, about 9000 children in the compulsory-education age group could not find a seat in East Jerusalem schools and sought enrolment at schools in West Bank schools. Teachers from the West Bank have limited access to East Jerusalem and youth do not have opportunities for educational and recreational after-hour activities.

Area C

About 60% of the West Bank is designated as Area C, which gives the Israeli authorities full control of security and civil affairs in that region. Israel implements a strict system of permits in Area C that makes development of this Area very difficult. About 150,000 Palestinians live in Area C, including 27,500 Bedouin and other herders. 70% of Area C is off-limits to Palestinian construction; 29% is heavily restricted. Less than 1% of Area C has been planned for Palestinian development by the Israeli Civil Administration. According to OCHA statistics, over 3,000 demolition orders are outstanding, including 18 targeting schools.

Seam Zone

The route of the Separation Wall isolates approximately 6,500 Palestinians in the closed area between the Green Line and the Separation Wall. Residents have to go through checkpoints to reach workplaces and essential services like health and education, and maintain relations with those living on the Palestinian side of the Wall. Currently there are 66 Wall gates, the majority of which only open during the olive harvest season. If the Separation Wall is completed (it is now only 61% completed) about 25,000 West Bank Palestinians will reside between the Wall and the Green Line.

Access to education: The current estimated need for new classrooms in East Jerusalem is over 1,800 classrooms. The Israeli Supreme Court of Justice has ruled in 2001 that the Municipality of Jerusalem has to build 1000 classrooms in East Jerusalem to meet the increasing demand on educational facilities resulting from population growth. Very few new schools have been built by

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the Municipality of Jerusalem and several new municipal schools used rented facilities. Other school systems in East Jerusalem use rented facilities as well, but for different reasons. Obtaining a renovation permit in East Jerusalem is a major challenge whether the purpose is to build residential quarters or public buildings. Of the total 39 Waqf schools (run by the MoEHE) there are only 14 schools owned by the MoEHE and the rest are rented facilities. Also, among the 50 private schools in East Jerusalem, 21 use rented space. The major issue with rented facilities is the inability to upgrade, re-configure or expand those facilities, which were originally built as residential apartments.

In Area C and the Seam Zone renovation permits are very limited. To cope with the growing population in those areas, new schools and clinics need to be built and existing ones need expansions and upgrades. UN Agencies have recently included Area C and the Seam Zone in their development plans for coming years, and included humanitarian assistance plans for those areas in a consolidated appeal to the donor community which was announced in January 2012. USAID and SEMEP have implemented works in seven schools in Area C and are planning to do more. The Ministry of Education has submitted to USAID a list of 22 schools in Area C that are in need of upgrades, expansion or renovation works.

Quality of Education: Access to schooling is not the only problem facing Palestinians in marginalized areas. Quality of education in East Jerusalem schools has been facing numerous challenges. Schools in East Jerusalem and the Seam Zone have an acute shortage of qualified teaching staff, mainly because of the permit system that restricts entry of teachers from the West Bank into those areas. Area C schools also suffer from lack of qualified teachers because of restrictions on travel. Checkpoints restrict travel into and within Area C which makes it costly, time consuming and largely inconvenient for teachers and administrators to and from that area. Lack of scientific laboratories in marginalized areas is contributing to a mediocre education and inadequate teaching and learning environment. Those schools that have labs, lack adequate furniture and equipment and largely do not have sufficient supplies of chemicals or tools needed for educational experimentation. In addition, many schools do not have libraries, do not have sports facilities, and do not have educational resources to support classroom teaching. Safety and security measures are seriously lacking in most schools.

Youth Problems: East Jerusalem youth are facing a serious threat emanating from growing socio-economic problems and absence of social support mechanisms. Drug addiction, street crimes and domestic violence are on the rise. School drop-out rates (6.5% in East Jerusalem schools vs. 2.8% in Ramallah schools) are increasing and students' achievement is dropping. Very few youth-serving institutions are available in East Jerusalem, Area C and the Seam Zone, and after-hour and extracurricular activities at schools are almost non-existent. Marginalized areas have been at a disadvantage in terms of sports and youth activities, because of the lack of facilities and institutions, and general restrictions on movement in and out of those areas.

1. Program Rationale

USAID/WBG Education Development Office's (EDO) goal as articulated in its Strategic statement: *Supports the Palestinian Authority to educate a new generation of Palestinian citizens equipped with globally competitive education and life skills and more able to contribute towards*

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a viable Palestinian State. One of the key overall objectives of EDO is to improve the quality of learning outcomes of Palestinian children and youth, through formal education and out-of-school learning programs. USAID/EDO's education program portfolio focuses on three key sub-sectors: basic education (including early childhood education), tertiary education (higher education) and technical and vocational education. USAID/EDO has aligned its programs to reflect and support the Ministry of Education five-year Education Development Strategic Plan (EDSP) and has been addressing needs in the four main areas identified by the Ministry of Education namely Quality, Management, Relevance and Access. This program focuses predominantly on "Quality" and "Access."

The PA has included East Jerusalem, Area C and the Seam Zone as priority areas for development purposes in all planning and reporting documents. The EDSP (2008 – 2012) highlighted the need to improve access to education in the targeted areas. The Ministry of Planning and Administrative Development has also emphasized the need to work in the mentioned areas. The Palestinian Ministry of State has requested all donors, in a meeting with donors and UN organizations that took place in January 2012, to invest more in the areas mentioned above.

2. Program Goal and Objectives

This program will provide support to private and public schools in marginalized areas of the West Bank including East Jerusalem, Area C and the Seam Zone. ***The primary goal of the program is to improve access to quality education and mitigate challenges to youth development in marginalized areas.*** The sub-goals include:

- 1) Improved educational facilities, through renovation works (30 schools).
- 2) Improved teaching and learning through teacher training in line with other Ministry Efforts to upgrade the qualifications of its teachers, provision of educational resources, and collaboration with local community (40 schools).
- 3) Expand opportunities for youth development through extracurricular activities, career counseling and training in schools after hours (50 schools).

3. Program Components

The program will conduct a needs assessment of school needs in the early phase of program implementation, and will develop criteria for selection of schools to be included in the program. The assessment will be used for making informed decisions about what should be done, where, and when in the life of the program. This program will provide support under the following three components:

a. Improved Educational Facilities

Upgrading/renovating existing schools. Many schools in the targeted areas are in a bad state of repair. The MOE does not follow a preventive maintenance plan for the schools it supervises, but provides meager resources to repair damaged infrastructure when resources are available and when safety of students is clearly compromised. To enhance the school learning environment, improve safety of students, and prepare the school for installation of new equipment (computers,

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photocopiers, audio-visuals, etc.) some renovation works have to take place. Generally, renovation work does not need permits and can be implemented with no bureaucratic obstacles. Renovation would include works such as painting, tiling, plastering, aluminum works for windows and doors, woodworks, electricity wirings and fixtures, ramps, hand rails, etc. To successfully implement SIP, the awardee should implement SIP through partnerships with competent local firms to ensure adequate renovation and oversight of the activities in terms of safety or other operational standards are met. Selecting competent, qualified and capable local firm(s) to partner with is a key factor to the successful implementation of high quality renovation work.

Expected Results:

- Upgrading and / or renovation of educational rooms and school facilities in at least 30 schools to enhance the school learning environment, improve safety of students, and prepare the school for installation of new equipment.

- b. Improved Teaching and Learning (Estimated around 50% of project resources)
 - i. The MOE has determined that 72% of government teachers are unqualified to teach based on teacher qualification standards prescribed by the Commission for Developing the Teaching Profession.¹ The total numbers of teachers who need upgrading of qualifications are estimated at 18,500 teachers. The World Bank will provide training to about 1,500 teachers who teach grades one to four. USAID will provide training under the Teacher Development Program to about 2,200 teachers who teach grades five to ten. The limited resources of the PA together with the limited absorptive capacity of universities' teacher training programs, have limited the number of teachers who can be trained. Teacher Training has particular significance in the targeted areas because of the limited pool of teachers that schools have access to. Because of restrictions on entry and exit from the targeted areas, schools are obliged to hire teachers locally. In many cases, schools end up hiring under-qualified and junior teachers. USAID has launched a new program focusing mainly on teacher training, to support the National Teacher Education Strategy. Teachers in the targeted areas will be eligible to benefit from such program, but in limited numbers. Other teachers in the targeted areas will have opportunities under SIP to access training workshops, seminars and conferences on best practices to improve teaching and learning in the classroom. Those training efforts will be coordinated through partnerships with the Teachers Resource Center (Frères School), Al Quds University, Bethlehem University and experts that would be identified in collaboration with USAID's Palestinian Faculty Development Program.

 - ii. Refurbishing and equipping of science laboratories, computer labs, libraries and other facilities. Most schools do not have science labs in accordance with international standards for safety and security or supplies and equipment as required by the mandated MOE

¹ Framework for Qualification of Teacher, Ministry of Education and Higher Education, Commission for Developing the Teaching Profession, August 2010, pp. 15

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curriculum for sciences. Furthermore, most schools do not have computers and/or internet connections or books for their libraries to do research and enrich their learning.

- iii. Improving community relations and networking with the private sector, NGOs and other institutions. A growing body of empirical evidence demonstrates that when community engagement involves collaboration and partnerships among schools, families, as well as civil society, student achievement, attendance, retention and behavior can improve. Community support to schools and students is very important in the targeted areas that are inflicted with security and political challenges in addition to deteriorating socio-economic conditions. Schools receive inadequate attention and meager resources from the PA, students drop out early (especially females) mainly because of security concerns or socio-economic conditions, very few institutions work in those areas, employment opportunities are limited and youth are losing hope in the future. This activity will focus on revitalizing and organizing the work of Parents and Teachers Associations at schools and activating networking efforts between schools and other private and public institutions to fund raise for vital projects and collaborate to improve the educational environment.

Expected Results:

- Train teachers from at least 50 schools in student-centered approaches to teaching and learning and introduce best practices in classroom activities that enhance learning;
- Establish partnerships with universities and other educational institutions to organize training workshops, seminars, conferences, classroom observation, and learning circles for school administrators and teachers to improve teaching and learning practices;
- Procure and install equipment, furniture and supplies for science laboratories and libraries in at least 50 schools;
- Promote the concept of community schools, and establish, or activate the work of, Parents and Teachers Associations at least 50 schools and introduce activities that foster the relationship with the local communities, private and public sectors.

c. Extracurricular Activities (estimated around 10% of project resources)

- i. The SIP program will implement extracurricular activities based on the lessons learned from implementing such activities under the Model Schools Network (MSN) Program. The MSN program sought to engage students and school communities in creative, collaborative and competitive activities through a wide range of interactive learning experiences. Between January 2009 and April 2012, MSN sponsored over 1,500 activities involving over 18,000 students among 57 public and private schools in the West Bank. An evaluation of MSN extracurricular activities revealed how the MSN activities have exposed students to new opportunities and improved their confidence and self- efficacy. The diversity of experience the activities provided, enabled students who had not previously been the “academic all-stars” at their schools the chance to show abilities that had not previously been recognized by their teachers or within the school community. MSN’s extracurricular activities were also

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associated with improved classroom outcomes and learning.² SIP will organize sports tournaments, debate forums, school environmental clubs, arts contests and much more. In addition, activities will be introduced to fill in gaps in the formal education system such as: Introducing extracurricular programs that focus on collaborative learning, Information Technology, and innovation. Some of the programs have been introduced in the West Bank with remarkable success and can be expanded into other areas, like Intel Learn, Intel Work, Intel Entrepreneurship, Cisco's Mytec, Microsoft's Unlimited Potential, Lego League Robotics, etc. USAID has established solid relationships with the firms involved and received significant in-kind contributions from those firms for youth clubs in the West Bank. Those firms have indicated their readiness to expand activities into new areas.

- ii. Introducing career counseling activities through training of career counselors using Save the Children's model which has been developed through the USAID-funded Technical and Vocational Education and Training (TVET) program. Save's career counseling model has been implemented with remarkable success in West Bank schools and has been adopted by the Ministry of Education as a core curriculum to be introduced in public schools. This activity will be coordinated with the International Youth Foundation who is implementing the Youth Entrepreneurship Development program and providing career counseling support to the Ministry of Education.
- iii. Introducing training for school counselors at schools to deal with growing problems of youth including drug addiction and violence. Interventions would include training of counselors and mentoring by specialists in addition to school awareness campaigns on selected themes.

Expected Results:

- Organize sports contests involving at least 50 schools
- Organize extracurricular activities emphasizing collaboration, innovation and learning that engage students from at least 50 schools
- Promote career counseling at schools, train career counselors, and conduct career counseling activities in at least 50 targeted schools
- Train at least 50 educational counselors at schools in the targeted areas to deal with students' behavioral problems that affect their achievement, and have an impact on the overall school environment

4. Expected Outcomes of the Program

The outcome of this program will have a positive impact on boys and girls schools, students, teachers, counselors, volunteers etc. Illustrative outcomes include:

- Improved human and physical educational resources that contribute to narrowing the achievement gap between students in East Jerusalem, Area C and the rest of the West Bank

² Model Schools Network Program, Students Affairs and Extracurricular Activities: Final Report, May 2012, pp3.

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- Organized and sustained extracurricular school activities and youth programs in disadvantaged areas of the West Bank and East Jerusalem that have been beyond the reach of PA institutions and development organizations;
- Established networks between teachers, administrators, counselors, officials and community representatives in targeted areas aiming at keeping the momentum for improving the quality of education and youth programming in targeted areas;
- Enhanced community involvement in school decision making and increased community support for educational advancement; and
- Strengthened educational institutions that provide services to learners in targeted areas.

5. Monitoring and Evaluation

The SIP program is in line with EDO's overarching assistance objective: *Palestinian Authority is more effective in educating a new generation of Palestinian citizens equipped with globally competitive education and life skills and more able to contribute toward a viable Palestinian State.*

The awardee will have to develop a detailed Performance Monitoring Plan and submit for USAID approval no later than 90 days of the CA award date. Monitoring and evaluation will be carried out through jointly developed procedures that will involve the MOEHE and USAID.

The awardee and USAID will agree on the final choice of key indicators that would be most useful for program management and that will credibly reflect the program's actual performance. The awardee will collect data regularly and will keep records to validate data quality. The awardee will meet with USAID Geo-MIS specialist to agree on the type and number of indicators to be loaded on the Geo-MIS system. Operational Plan indicators will be agreed upon in accordance with relevant guidance. A mid-term performance evaluation and a final impact evaluation will be conducted by USAID to check on performance and impact of the School Improvement Program. Evaluations will be shared with relevant parties according to ADS requirements and standing Mission Orders

The focus is on the monitoring system to track and evaluate outputs and impact of program interventions. The awardee is expected to provide output and outcome/impact indicators to measure progress towards results. is expected to describe the system by which to conduct cost-effective and results-oriented monitoring that will provide USAID/WB&G and the program itself information to track progress, improve performance and effectiveness, as well as to inform planning and management decisions. The indicators used for the program should include both performance-based indicators (with focus on outputs – e.g. number of trainees) and impact-based indicators (with focus on outcome – e.g. improvement in – will choose an educational quality improvement indicator).

6. Coordination and Partnerships

UN agencies, the European Union, and bilateral European aid agencies have funded a limited number of activities, mainly small infrastructural activities, in the targeted areas. In East Jerusalem, more than 20 donors have supported relatively small interventions for a value of \$130 million over the past five years (according to a matrix of projects prepared recently by the EU).

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Arab and Moslem donors have supported projects in East Jerusalem and Area C, but no details are available about the magnitude of support. The Ministry of State mentioned in a recent meeting with donors that about 420 projects have been implemented in Area C under the Ministry's Steadfastness Program for total of \$64 million. Most of those projects could be categorized under humanitarian assistance projects. No major development activities have been implemented in those areas because of the Israeli restrictions on development work. That said, some increased activity has been witnessed lately by many key players especially the U.N agencies in Area C and the EU in East Jerusalem.

The awardee will coordinate with stakeholders while assessing needs, designing and implementing activities in the targeted areas. USAID will support only activities that receive the concurrence of all concerned parties. Coordination with the PA is needed at the level of line ministries, and at the level of the President's Office and the Ministry of State as needed and upon close coordination with USAID.

The awardee must present to USAID, in their application and in subsequent work plans, their proposed methods of coordination and any proposed coordination mechanisms. The Recipient is expected to seek input from and coordinate closely with Palestinian ministries and institutions, local NGOs and USAID implementing partners.

The awardee is expected to develop a positive working relationship with Israeli and Palestinian authorities. USAID will play an active role by assisting in, but not assuming the primary responsibility for, developing a coordination mechanism among these different stakeholders; primary responsibility resides with the Recipient.

As per established Mission policy, contact by USAID or its partners is not allowed with any individuals affiliated with a Foreign Terrorist Organization (FTO). Contact means any meeting, telephone conversation or other communication, oral or written.

7. Geographic Focus

SIP's geographic focus will be East Jerusalem, Area C, the Seam Zone and other disadvantaged areas of the West Bank. It is anticipated that SIP activities may be implemented in any district of the West Bank.

Any activities in East Jerusalem must first be identified and then approved by USAID on a case by case basis after award. No interventions in Gaza are contemplated at this time.

8. Initial Environmental Examination

The program will conduct a needs assessment of school needs in the early phase of program implementation, and will develop criteria for selection of schools to be included in the program. The assessment will be used for making informed decisions about what should be done, where, and when in the life of the program.

- Activities under component two and three qualify for a Categorical Exclusion as per 22 CFR 216.2 (c)(1)(i) "The action does not have an effect on the natural or physical environment".

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- A Negative Determination with Conditions is determined for component one of the program as per 22 CFR 216.3 (a)(2)(iii).

9. Determinations and Mitigation Actions

Categorical Exclusion

All program activities (except the upgrading and renovation of schools buildings activities) qualify for Categorical Exclusion pursuant to 22 CFR 216.2 (c)(2)(i) &(iii) as “education, technical assistances or training programs” and “analyses, studies, academic or research workshops and meetings”. These activities will not have any negative effect on the natural or physical environment. The activities in this program that fall under this category include:

- Teacher training
- Educational counselors training
- Extracurricular activities
- Community outreach
- Career counseling
- Youth development activities

Negative Determination with Conditions

Renovation of schools activities

Renovation works are relatively small, will be implemented in relatively short periods of time, and are not expected to have any significant negative impact on the environment or the surroundings if the proper mitigation and control measures are implemented. Renovation works under this program are anticipated to be small in scale and will generally include tiling, plastering, painting, replacement of electricity wiring, woodworks, aluminum works, improving ventilation and lighting, installing blackboards and shelves installation of safety systems like smoke detectors, water fountains, ventilation systems, etc.

All renovation activities planned under this program are small in scale and will not have any long term negative impact if the proper mitigation and control measures are designed and implemented. Therefore, a Negative Determination with conditions is recommended for the small-scale renovation activities under this program. The conditions are the following:

1. The implementer shall prepare Environmental Documentation Form and Environmental Mitigation and Monitoring Plan (using the attached Environmental Documentation Form) for each activity under this program once the needs assessment is done and the exact intervention and locations have been identified. The EDF and the Environmental Mitigation and Monitoring plan shall be approved by the AOR and the MEO prior to implementation.
2. Designs shall be vetted by the USAID.
3. The implementer shall apply best management and good engineering practices, and incorporate environmentally sound designs principles. Mitigation measures shall include, but not limited to, use of standard safety practices and safety equipment (including fencing work areas), removal of debris generated from renovation works and disposal in appropriate and approved municipal landfills, develop appropriate dust and noise control measures, and appropriate storage locations for paints and other hazardous renovation material away from

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heat sources (good engineering practices and common sense should be exercised when doing re-painting, etc.).

4. Each activity should be conducted in a manner consistent with good design and implementation practices described in USAID *Environmental Guidelines for Small-Scale Activities in Africa*, 2nd edition as provided at: <http://www.encapafrika.org/egssaa.htm>.
5. The implementer shall report periodically, as part of his progress reporting requirements, on environmental compliance with documented evidence (photos, schemes, etc.) and reporting on the technical capabilities of implementers.
6. The USAID AOR responsible for managing this program will be responsible for the periodic monitoring of the environmental aspects and compliance of this program.
7. All renovation projects shall be small-scale on already developed lands and shall not have a cumulative, potentially “significant” adverse environmental impact; otherwise, these activities shall qualify for a Positive Determination per 22 CFR 216.3(a)(2)(iii) and require a Scoping Statement (SS) and an Environmental Assessment, both requiring stakeholder and agency consultations and inputs, approved by the Bureau Environmental Officer prior to implementation.
8. Mitigation measures developed shall be incorporated in the project procurement documents.

10. Gender

Selection of Schools

Schools will be selected based on a set of criteria that takes into consideration gender issues. An equal number of girls and boy schools will be targeted for assistance. Co-educational schools are also eligible. Upon identification of school needs for infrastructural development, the needs of female students will be considered.

Training of Teachers

The SIP program will work with MOE and other stakeholders to identify ways to incorporate gender equality in all of the USAID program activities. SIP will try to train equal numbers of male and female teachers, and will introduce interventions that address the particular needs of female teachers. Efforts will be made with training providers (mostly universities) to manage teacher training modules in a way that is appropriate to the needs of all teachers but particularly sensitive to the needs of female teachers, such as:

- Conduct training courses in morning and evening shifts and also in weekends and during the summer vacation to allow female teachers to choose the best times for receiving the training given their other duties at home.
- Introduce modules based on e-learning or blended learning, so that female trainees will not have to be physically present in classrooms all times.
- Introduce an appropriate mix of theoretical and practical training and allow female teachers to get theoretical training at nearby location and practical training in schools that are closest to their residence.

Organization of Extracurricular Activities

Upon organization of school activities and extracurricular activities, female students will have the same opportunities to participate as their male peers. Special activities that appeal most to female students will be incorporated to allow the maximum possible participation from female students. Female team leaders, debate facilitators, sports coaches, arts trainers and all others involved in

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extracurricular activities will be chosen based on gender equality as much as possible, given the circumstances.

Procurement of Consulting and Technical Services

The program will procure services to train teachers, career counselors, school social workers / educational counselors, sports specialists, etc. The program will give equal opportunity to male and female consultants to bid on provision of services. Fees and remuneration will not discriminate against female service providers.

Management of Community and Voluntary Work

Participation of female volunteers in extracurricular and community activities will be encouraged. Volunteer leaders, both male and female, will be trained on their roles and responsibilities and will be given opportunities to practice leadership in school and community activities.

11. Key Personnel

The following Key Personnel are essential and necessary for the successful implementation of this program. USAID designated the following Key Personnel positions:

1. Chief of Party;
2. Teacher Education Officer;
3. Educational Resources/ Procurement Officer;
4. Extracurricular Activity Coordinator;
5. Renovation Development Coordinator.

The awardee may propose and justify a configuration of key staff positions, qualifications and roles in addition to or in substitution to those described below. Suggested qualifications and functions for key personnel include the following:

Chief of Party: The COP will be responsible for the overall management of the project. He will supervise implementation and ensure the project meets its goals. He will also serve as the main representative of the project and the principal interlocutor with USAID/WBG, as well as with Palestinian ministries, and other local and international counterparts. He/She will be the point of contact in the West Bank and Gaza for all purposes of this program, unless delegations of authority are presented to and agreed by the Mission AOR.

Teacher Education Officer: The TEO will be responsible for managing the training components, including selecting the beneficiaries, monitoring implementation, and content of the teacher training, overseeing development of curricula, and managing resources for developing a high-quality teacher education program.

Educational Resources Officer: The ER will be responsible for assessing the needs of targeted schools, the Pedagogical Center, and making timely procurements for these institutions and other procurements of goods and services as needed by the SIP program following pertinent USAID policies and regulations.

Extracurricular Activities and Community Outreach Coordinator: The EA / COC will be responsible for organizing, coordinating and evaluating extracurricular and community outreach activities. He/She will establish relationships with stakeholders, community leaders, officials, private and public sector representatives, civil society activists and others to assess, plan and implement activities that supplement formal education activities, enrich the learning process, provide recreational and developmental opportunities and foster school and community relations.

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Renovation Development Coordinator (RDC): The RDC will be responsible for managing the implementation of the renovation works at schools, coordinating all renovation activities with local engineering firms providing engineering consulting services for the implementation of SIP renovation activities, as well as the Ministry of Education, local community, and other stakeholders. The RDC will work closely with the USAID/WBG Water Resources and Infrastructure (WRI) Office implementing partner in charge of renovation to get updates on work progress, and report to EDO on the renovation components for planning and management purposes.

B. Authorizing Legislation

The authorizing legislation for this Cooperative Agreement is the Foreign Assistance Act of 1961, as Amended, and the award is subject to 22 CFR 226 – Administration of Assistance Awards to U.S. Non-Governmental Organizations.

C. Authorized Geographic Code

The authorized geographic code for this award is 937 defined as the United States, the Cooperating Country (Israel, West Bank and Gaza), and developing countries other than advanced developing countries, and excluding prohibited sources.

For accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to Automated Directive System (ADS) 310 entitled “Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID”.

D. Award and Administration Information

Award: The Government anticipates awarding one Cooperative Agreement for a four year term resulting from this RFA to the responsible Applicant whose application conforms to the requirements of this RFA (see also Section V of this RFA for evaluation criteria) and offers the greatest value to the Government. The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application, (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.

The Government may make an award on the basis of initial applications received, without discussions. Therefore, each initial application should contain the Applicant’s best terms from a technical and cost standpoint.

Authority to Obligate the Government: The Agreement Officer is the only individual authorized to commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed Cooperative Agreement may be incurred before receipt of either a fully executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.

USAID Management of Activities: The Agreement Officer (AO) shall serve as the primary agreement contact between USAID and the Recipient. The Agreement Officer’s Representative (AOR) will serve as the primary technical contact between USAID and the Recipient. The AOR will assist in linking Palestinian Community Infrastructure Development with other projects and other donors/foundations.

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Award Administration: The prospective award will be administered in accordance with 22 CFR 226, OMB Circulars and the Mandatory Standard Provisions for U.S Non-governmental Recipients as well as other as Applicable Standard Provisions and Mission Special Provisions.

Program Income: Program income is not expected to be generated by the Recipient implementing the Cooperative Agreement. However, any program income that is generated under the resulting award shall be in accordance with 22 CFR 226.24 and shall account for Program Income earned under this award and shall be added to the project as follows:

In accordance with 22 CFR 226.24 (b) “Except as provided in paragraph (h) of this section, program income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.”

[END SECTION I]

SECTION II – AWARD INFORMATION

A. Total Estimated Cost:

The anticipated funding available for this RFA is \$20 million. Funds will be provided in increments subject to availability of funds, successful implementation and continued relevance to USAID. Pending the availability of funds USAID expects to award one cooperative agreement as a result of this RFA.

B. Period of Performance

The anticipated start date on or about September 30, 2012 and the period of performance is a four years from the start date of the award.

C. Substantial Involvement

USAID/West Bank Gaza anticipates a close working partnership with the implementing partner for this award. USAID will exercise substantial involvement under this Cooperative Agreement in the following ways:

1. Approval of the Recipient's Annual Implementation Plans. Further guidance on the annual implementation plan is specified in Section VI. D "Reporting Requirements".
2. Approval of key positions and any changes to specified Key Personnel;
3. Concurrence on the selection of sub-award Recipients, and/or concurrence on the substantive provisions of the sub-awards, including approval of the designs of renovation activities and including vetting of sub-awardees in accordance with the West Bank/Gaza Mission Order 21 and/or any amendment(s) to it thereafter. The Recipient must request prior approval from the USAID Agreement Officer for the sub-award transfer or contracting out of any work under this Agreement in accordance with 22 CFR 226.25.
4. Approval of Monitoring and Evaluation Plan.
5. Monitoring to authorize specified kinds of direction or redirection because of interrelationships with other projects. Where there are specific elements in the proposed program for which USAID's technical knowledge would benefit the recipient's successful accomplishment of stated program objectives, the direct provision of USAID expertise and ongoing USAID participation in the program can be authorized.
6. The AO may immediately halt a construction/renovation activity if identified specifications are not met. The Recipient must attach the identified specifications to the sub-award when it is being executed. Any material changes to the specifications must be treated as an amendment to the sub-award.

D. Title to Property

Property Title under the resultant Agreement shall vest with the Recipient in accordance with the requirements of 22 CFR **226.30**.

[END SECTION II]

SECTION III – ELIGIBILITY INFORMATION

A. Eligibility Requirements

U.S. Non-Governmental Organizations (NGOs), U.S. Private Voluntary Organizations (PVOs), Public International Organizations (PIOs), and U.S. for profit firms (provided they forgo profit) are eligible to submit applications.

USAID welcomes applications from organizations which have not previously done business with USAID.

Applicants must have established financial management, monitoring and evaluation, internal control systems, and policies and procedures that comply with established U.S. Government standards, laws, and regulations. The successful applicant(s) will be subject to a responsibility determination assessment (Pre-award Survey) by the Agreement Officer (AO).

The Recipient must be a responsible entity. The AO may determine a pre-award survey is required and if so, would establish a formal survey team to conduct an examination that will determine whether the prospective recipient has the necessary organization, experience, accounting and operational controls, and technical skills – or ability to obtain them – in order to achieve the objectives of the program and comply with the terms and conditions of the award.

B. Cost Share

USAID has established a suggested cost share of 5% of the Award's projected value of \$20 million for the recipient of the award. Such funds may be mobilized from the recipient; other multilateral, bilateral, and foundation donors; host governments; and local organizations, communities and private businesses that contribute financially and in-kind to implementation of activities at the country level. For guidance on cost sharing in grants and cooperative agreements, please see 22 CFR 226.23 at <http://ecfr.gpoaccess.gov> and search under Title 22 Foreign Relations.

[END SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. Point of Contact

Miada Younis, Acquisition and Assistance Specialist
USAID/West Bank and Gaza
Tel.: +972-3-511-4886
E-mail: WBG-RFA-SUBM@usaid.gov

Questions and Answers:

All questions regarding this RFA should be submitted in writing to Ms. Miada Younis, via e-mail to the address above.

Questions regarding this RFA should be submitted no later than Friday, June 22, 2012 to provide sufficient time to address the questions and incorporate the questions and answers as an amendment to this solicitation. Verbal explanations or instructions given before award will not be binding. Any information given to a prospective Applicant concerning this RFA will be furnished promptly to all other prospective Applicants as an amendment to this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicant.

Preparation of Applications:

Applications shall be submitted in two separate parts: (a) technical application, and (b) cost application.

Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the Applicant's risk.

Each Applicant shall furnish the information required by this RFA. The Applicant must sign and submit with the cost application form SF-424, and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Standard Forms can be accessed electronically at the following URL:

<http://apply07.grants.gov/apply/FormLinks?family=15>

Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purpose, should mark the title page with the following legend:

“This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this application. If, however, a grant is awarded to this Applicant as a result of – or in connection with – the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. 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”. and, mark each sheet of data it wished 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 application.”

Applicants should retain for their records one (1) copy of the application and all enclosures which accompany it.

B. Required Certifications

CERTIFICATIONS, ASSURANCES AND OTHER STATEMENTS OF THE RECIPIENT (MAY 2006)

NOTE: [1] When these Certifications, Assurances, and Other Statements of Recipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement". [2] The Recipient must obtain from each identified sub-grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth hereto. The Recipient should reproduce additional copies as necessary.

PART I

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) The Recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) , which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws set forth in Chapter II of Title 22 of the Code of Federal Regulations.

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(b) If the Recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

2. CERTIFICATION REGARDING LOBBYING

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

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

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

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Statement for Loan Guarantees and Loan Insurance

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

3. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

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

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it

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is aware and all public information that is reasonably available to it or of which it should be aware.

- d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
 - a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
 - b. “Terrorist act” means-
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
 - d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as Recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
 - e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

Signature: _____ Date: _____

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Name: _____ Title/Position: _____

Organization: _____ Address: _____

4. CERTIFICATION OF RECIPIENT

By signing below the Recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered

Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above):

As applicable:

RFA/APS No.: _____

Application: _____

Date of Application: _____

Name of Recipient: _____

Typed Name and Title: _____

Signature: _____

Date: _____

PART II

OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The Recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the Recipient in connection with this application or grant:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Facsimile Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

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

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

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

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

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

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the Recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number.

LOC: _____

5. TYPE OF ORGANIZATION

The Recipient, by checking the applicable box, represents that -

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

(b) If the Recipient is a U.S. entity, it is, is not a Gray Amendment entity, as defined below.

(c) If the Recipient is a Gray Amendment Entity, it is a business concerns (as defined in 48 CFR 19.001) owned and controlled by socially and economically disadvantaged individuals (as defined in 48 CFR 726.101), an institution designated by the Secretary of Education, pursuant to 34 CFR 608.2, as a historically black college or university (HBCU) , a college or university having a student body in which more than 40% of the students are Hispanic American, or a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged (as defined in 48 CFR 726.101).

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

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide past performance information requested in the RFA.

7. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

8. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the Recipient in conducting the program supported by the grant, and

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not to assistance provided by the Recipient (i.e., a sub-grant or sub-agreement) to a sub-grantee or sub-Recipient in support of the sub-grantee's or sub Recipient's program. Provision by the Recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the Recipient plans to purchase under the grant: \$_____

(c) Nonexpendable Property. If the Recipient plans to purchase nonexpendable equipment, which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Non-expendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant. Having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Type/Description (Generic)	Quantity	Estimated Unit Cost

(d) Source, Origin, and Component of Goods. If the Recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% component entry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

Type/Description (Generic) Components	Estimated Quantity	Probable Unit Cost	Source of Goods	Probable Components	Origin of Goods

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(e) Restricted Goods. If the Recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

Type/Description (Generic)	Estimated Quantity	Probable Unit Cost	Probable Intended Use	Source	Origin
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(f) Supplier Nationality. If the Recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

Type/Description (Generic)	Estimated Quantity	Probable Unit Cost	Supplier	Nationality (Non-U.S.Only)	Rationale for Non-U.S.
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(g) Proposed Disposition. If the Recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the Recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the Recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

Type/Description (Generic) Quantity Estimated Unit Cost Proposed Disposition

9. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

10. PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

11. SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

All applications must include the Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package.

This survey can be found at the following website:

<http://www.usaid.gov/forms/surveyeo.doc>

END OF CERTIFICATIONS, ASSURANCES AND OTHER STATEMENTS OF RECIPIENT

Name and Title: _____

Name of Organization: _____

Date: _____

C. Authority to Obligate the Government

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific written authorization from the Agreement Officer.

D. Application Submission Procedures

Applicants may upload applications to <http://www.grants.gov>. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. However, a separate electronic (e-mail) WBG-RFA-SUBM@usaid.gov AND a hard copy submission are still required by USAID/West Bank and Gaza. If the applicant experiences difficulty with submission to WBG-RFA-SUBM@usaid.gov, the applicant should contact Ms. Miada Younis at myounis@usaid.gov. All applications received by the submission deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. No addition or modifications will be accepted after the submission date.

1. Submission of Hard Copy Applications

Hard copy applications and modifications submitted including but not limited to via courier service or mail, shall be submitted in **sealed envelopes or packages** (1) addressed to the office specified in the cover letter above, and (2) showing the date and time specified for receipt (i.e., the due date and time), the RFA number, and the name and address of the Applicant inscribed thereon. Furthermore, the applications and modifications shall be submitted in two (2) separate parts and delivered in **two separate envelopes**: (a) technical and (b) cost or business application. The hard copy technical application shall consist of one (1) original and four (4) copies. The cost or business application shall consist of one (1) original and two (2) copies.

Faxed applications are not acceptable.

Please be advised that in the past, some firms experienced delays with international air courier services. Also, if you utilize the services of an independent agent in Israel or the West Bank and Gaza to deliver your application, please be certain that he/she understands that additional time may be needed to allow for security review of any packages, and the closing date and time are firm.

2. Submission of Electronic Applications:

Applications may be uploaded to <http://www.grants.gov>; however, separately submitted applications, by e-mail AND in hard copy, are still **required** by USAID/West Bank and Gaza.

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USAID/West Bank and Gaza bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. If the applicant experiences difficulty with submission to WBG-RFA-SUBM@usaid.gov, the applicant should contact Ms. Miada Younis at myounis@usaid.gov.

Applications shall be submitted with the name and address of the Applicant and the RFA number (referenced above) inscribed thereon, to Ms. Miada Younis, Acquisition and Assistance Specialist via e-mail to WBG-RFA-SUBM@usaid.gov. For electronic submissions, your organization must ensure that the applications are received at USAID/West Bank and Gaza in their entirety. No addition or modifications will be accepted after the submission date. E-mail attachments should be formatted in Microsoft Word and/or Microsoft Excel format with **2 MB limit** per e-mail. Please convert your documents to one of these formats before sending them to USAID/West Bank and Gaza, or provide scanned copies of pages if they include signatures or forms. USAID/West Bank and Gaza cannot accept .zip files, as they will be blocked by USAID's firewall.

In addition to the aforementioned guidelines, the Applicants are requested to take note of the following:

- i. After you have sent your applications electronically, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Please do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.
- ii. If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost application, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "No. 1 of 4", etc.). For example, if your cost application is being sent in two emails, the first email should have a subject line which says: "[organization name], Cost Application, Part 1 of 2".

Our preference is that the technical application and the cost application be submitted as single email attachments, e.g. that you consolidate the various parts of a technical application into a single document before sending them. If this is not possible, please provide instructions on how to collate the attachments. USAID/West Bank and Gaza will not be responsible for errors in compiling electronic applications if no instructions are provided or are unclear.

E. Technical Application Format

The technical application will be the most important factor for consideration in selection for award of the proposed Cooperative Agreement. The technical application should be specific, complete and presented concisely. The application should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. The application should take into account the requirements of the program and evaluation criteria found in this RFA.

The technical Application should be in English (Font 12 point/Times New Roman, single-spaced) and not exceed 20 pages in length. Additionally, a listing of required appendices is included below. Appendices do not have a page limit, however, ONLY information listed in "(ix) Appendices" is allowed and will be reviewed. Longer applications will be considered non-

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responsive and will not be reviewed. Detailed information should be presented only when required by specific RFA instructions.

The technical application shall include the following sections:

(i) Cover Page

The Cover Page should include the following:

- a. Program title;
- b. Request for Applications reference number;
- c. Name of organization (s) applying for the agreement;
- d. Any partnerships; and
- e. Contact person, telephone number, fax number, address, and types name(s) and title(s) of person(s) who prepared the application, and corresponding signatures.

(ii) Table of contents that follows the technical application format outlined herein.

(iii) Executive Summary

- a. Briefly describe the organization, including goal(s), purpose(s), target beneficiaries, anticipated results and outcomes;
- b. Briefly describe the relationship and/or coordination of the proposed parties involved with implementation of the program.

(iv) Technical Approach

The application must demonstrate the Applicant's understanding of the local context, technical requirements and development issues that the program aims to address; challenges, risks and opportunities related to achieving the objectives outlined in this program description; and awareness of the roles of key stakeholders in implementation of the program. The application should present a vision for the future of the sector, and how this program will help to achieve that vision, as well as USAID goals and objectives.

The application shall, at a minimum, provide a full description of the proposed approach that spells out a credible strategy for achieving, or exceeding the objectives outlined in this program description. Applicants will thoughtfully assess the Program Description and propose solutions that take into account the development constraints and how the program will be sustainable after USAID assistance is concluded. Substantive attention to gender should be integrated into the proposed approach.

In appendix C to the application and in accordance with Section VI.D(b)(2) of the RFA, Applicants are expected to submit an illustrative PMP in which they will conduct cost-effective and results-oriented monitoring that will provide USAID/WBG and the program itself information to track progress, improve performance and effectiveness, as well as inform planning and management decisions. The draft PMP shall demonstrate how activities will have an integrated, gender aware approach. The draft PMP shall include a description of the methodology for gathering and analyzing baseline data and for gathering outcome data or impact/results during each year of program implementation. The draft PMP shall identify the specific indicators used to measure output, outcome and impact.

It is the Applicant's responsibility to ensure that all costs associated with the implementation of

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the PMP are included in the Cost application.

(v) Key Personnel

The applicant shall propose well-qualified key personnel who will be responsible for managing and carrying out the program. The Applicant must describe the individual's previous qualifications, experience and capabilities, which demonstrate his/her capacity to carry out the proposed program.

Applicants are required to include curriculum vitae (CVs) of the Key Personnel implementing the project as part of an Appendix B to the application. The Applicant shall include a brief summary for each of the key personnel, including the extent and nature of their experience in facilitating similar projects. Please see Section I.A.11 of this RFA for Key Personnel responsibilities. The total number of key positions must be five (5) positions.

Applicants are not expected to identify non-key personnel, in case included; non-key position candidates will not be evaluated. The applicant shall clearly identify the roles and responsibilities of the Key Personnel positions, and provide a detailed explanation regarding how the education, capabilities, and experience of proposed Key Personnel will effectively contribute to a successful implementation of the program and achievement of the Program's objectives. Applicants shall also submit three (3) references, with complete contact information (including e-mail addresses), for each proposed Key Personnel candidate.

(vi) Institutional Capability

a) Institutional Experience

Applicants must demonstrate technical and managerial expertise that directly benefits the technical approach and reflect comparative advantages to implementing the proposed approach. Information in this section should include (but is not limited to) the following:

- (1) Brief description of organizational history/expertise;
- (2) Pertinent experience and representative accomplishments in developing and implementing programs of the type required under the proposed RFA;
- (3) Relevant experience with proposed approach;
- (4) Institutional strength as represented by breadth and depth of experienced personnel in project relevant disciplines/areas;

Similar information should be provided for every partner organization "major partners" that would represent 25% or more of the total proposed project cost.

b) Management Plan

The Applicants should also propose a management plan and describe how the proposed structure will contribute towards achieving the objectives and results described in their proposed Technical Application. Delineation of roles, responsibilities, authority, and processes for decision making within Applicant's in-country team and between the home office and the field must be spelled out clearly. The plan shall demonstrate how the applicant will efficiently and effectively use the human, technical, and organizational resources at hand to accomplish their proposed program. It

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should also identify potential challenges in the management of the project and recommend ways to overcome those challenges.

To complement the above narrative, the applicant shall also submit a staffing plan that should list all proposed positions under the program, and whether the position is full-time, part-time, or intermittent, the position location, and the planned person months or days each position will devote to the program

Applicants should strive to use local expertise to the maximum extent possible. The management plan should also demonstrate understanding of the necessity of local partnerships and coordination with leading local NGOs, Universities, other projects and stakeholders. The Applicant should describe how the project will coordinate with other projects and stakeholders to ensure complementarity of activities and avoidance of duplications.

(vii) Past Performance

Applicants should describe all programs which the primary Applicant (as well as any partners substantially involved in implementation “major partners” i.e. receiving 25% or more of the total proposed project cost) implemented involving similar programs over the past three (3) years.

Detailed and specific past performance information should be provided as explained below under “Appendix A” – Relevant Past Performance Information. The Applicant should address any relevant performance issues related to past performance.

USAID may contact references and use the past performance data regarding the organization, along with other information to determine the applicant’s past performance. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources inside or outside the Government.

Appendices shall include and be limited to ONLY the following (Appendices are separate documents from the 20 page Technical Application page limitation):

1. Appendix A - Relevant Past Performance Information

Applicants must provide evidence of relevant past performance and clearly describe examples of successful development and implementation of programs similar to what is required under this RFA. Applicants must submit a list of the five most recent U.S. Government or other donor funded contracts, grants, cooperative agreements, etc. Include the following for each award:

- Name of awarding organization or agency;
- Address of awarding organization or agency;
- Place of performance of services or program;
- Award number;
- Amount of award;
- Period of Performance (begin and end dates of services/program);
- Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative (project officer, activity manager or other contact person) of that organization or agency; and
- Brief description of the program.

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Similar information should be provided for every partner organization that would represent 25% or more of the total proposed project cost.

2. Appendix B - Resumes for Key Personnel

This section should include resumes for all Key Personnel candidates. Each resume may not exceed three (3) pages in length and shall be in chronological order starting with most recent experience. Each resume for the proposed Key Personnel positions shall be accompanied by a signed Letter of Commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost application.

3. Appendix C - An illustrative Performance Management Plan (PMP)

4. Appendix D – Staffing Plan

F. Cost Application Format

The Cost or Business Application is to be submitted under a separate cover from the technical application. The cost/business application is also to be submitted on CD in Microsoft Excel 2000 or Excel 2003. The Applicant is requested to submit a budget broken down by program years with an accompanying detailed budget narrative (in Word 2000 or Word 2003 text accessible) which provides in detail the total costs for implementation of the program as further detailed below.

Certain documents are required to be submitted by an Applicant in order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden Applicants with undue reporting requirements if that information is readily available through other sources. There is no page limit on the Cost Application. However, unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

If the Applicant has established a consortium or another legal relationship among its partners, the Cost/Business application must include a copy of the legal relationship between the parties. The agreement should include a full discussion of the relationship between the Applicant and Sub-Applicant(s) including identification of the Applicant with which USAID will treat for purposes of Agreement administration, identity of the Applicant which will have accounting responsibility, how Agreement effort will be allocated and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

The following sections describe the documentation that Applicants for an assistance award must submit to USAID/West Bank and Gaza prior to award. While there is no page limit for this portion, Applicants are encouraged to be as concise as possible, but still provide the necessary details to address the following:

1. The budget must have an accompanying detailed budget narrative and justification that provides in detail the total program amount for implementation of the program your organization is proposing. The budget narrative should provide information regarding

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the basis of estimate for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, vendor quotes, etc.).

2. A budget for each program year with an accompanying detailed budget narrative which provides in detail the total costs for implementation of the program. The budget must be submitted using Standard Form 424 which can be downloaded from the following web site at: <http://apply07.grants.gov/apply/FormLinks?family=15>
3. A breakdown of all costs associated with the program according to the costs of, if applicable, headquarters, regional and/or country offices.
4. **Cost Sharing:** The Applicants should estimate the amount of cost-sharing resources to be mobilized over the life of the agreement and specify the sources of such resources, and the basis of calculation in the budget narrative. Applicants should also provide a breakdown of the cost share (financial and in-kind contributions) of all organizations involved in implementing the resulting Cooperative Agreement.
5. The cost application must outline the roles and responsibilities of project staff vis-à-vis budgeting, monitoring, and reporting on the financial status of the program. How the program will track costs incurred, including costs for labor, equipment, supplies, and facilities must also be described. Applicants who intend to utilize sub-contractors or sub-recipients should indicate the extent intended and a complete cost breakdown. Extensive contracts/agreement financial plans should follow the same cost format as submitted by the primary Applicant. A breakdown of all costs according to each partner organization, sub-contract or sub/awardee involved in the program should be provided as well.
6. Potential contributions of non-USAID or private donors to this Cooperative Agreement.
7. The cost/business application should contain the following budget categories:
 - a. **Direct Labor:** Direct salaries, wages and annual increases for all personnel proposed under the application shall be in accordance with the Applicant's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, is subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the agreement should be included.
 - b. **Fringe Benefits:** Fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated Indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the budget narrative should include a detailed breakdown comprised 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.
 - c. **Supplies and Equipment:** Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment

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anticipated to be required to implement the program, specifying quantities and unit cost).

- d. **Allowances:** Allowances must be broken down by specific type and by person and must be in accordance with the Applicant's established policies.
- e. **Travel and Per Diem:** The narrative should indicate number of trips, domestic and international, and the estimated unit cost of each travel in accordance with the technical application. Proposed per diem rates must be in accordance with the Applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the Applicant.
- f. **Other Direct Costs:** This could include any miscellaneous costs such as office rent and utilities, communications, transportations, supplies, public outreach, sub-awards and Partner Contracted Audit (PCA) costs, other audits, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the Applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs. Applicants should also allocate an estimated of \$40,000 per year to cover the expenditures related to the implementation of the Partner Contracted Audit (PCA) program as further elaborated on in Section VI.C
- g. **Proposed Sub-awards (contracts/grants) (if any):** Applicants who intend to utilize sub-awardees should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the Applicant. **Sub-awards cost applications should follow the same cost format as submitted by the Applicant.**

8. Organizational Information: Applicants are also required to provide the following organizational information:

- Type of Organization;
 - The name and title of individuals authorized to sign the Cooperative Agreement;
 - Taxpayer Identification Number (TIN);
 - Central Contractor Registration (CCR) Status;
 - Data Universal Numbering System (DUNS) Number;
 - Letter of Credit (LOC) Number, if applicable; and
 - Estimated costs of communications products that are anticipated under the Cooperative Agreement.
10. A current Negotiated Indirect Cost Rate Agreement (NICRA) if your organization has such an agreement with an agency or department of the U.S. Government.
 11. Required assurances, certifications and representations in Section IV, B. Required Certifications.
 12. Applicants should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:
 - a. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
 - b. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the Applicant, nongovernmental and governmental;

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- c. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;
 - d. Has a satisfactory record of integrity and business ethics; and
 - e. Is otherwise qualified and eligible to receive a Cooperative Agreement under applicable laws and regulations (e.g., EEO).
13. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual.
14. Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

G. Statutory and Regulation Certifications

The Applicant shall complete the certifications in Section IV, B. Required Certifications and sign and date in the signature space provided. The signed and dated printout must then be submitted with the application as an annex to the cost application. Original signed hardcopy of the certifications will be requested from the successful applicant prior to the agreement award.

H. Potential Request for Additional Documentation

Upon consideration of award or during the negotiations leading to an award, Applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to make an affirmative determination of responsibility.

IMPORTANT NOTE

Applicants should **not** submit the information below with their applications! The information in this section is provided so that Applicants may become familiar with additional documentation that may be requested by the Agreement Officer:

Applicants should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

1. Audited financial statements for the past three years that have been audited by a certified public accountant or other auditor satisfactory to USAID.
2. Bylaws, constitution, and articles of incorporation, if applicable.
3. Copies of organizational travel, procurement, financial management, accounting manual and personnel policies and procedures, especially regarding salary, promotion, leave, differentials, etc., and indicate whether such policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.

I. Special Award Consideration

The Recipient of the award shall comply with and adhere to all USAID/West Bank and Gaza Notices to Contractors and Grantees. The notices are posted on the USAID/West Bank Gaza website under Partners resources and can be found at the following link:

<http://www.usaid.gov/wbg/notices.html>

1. Activities in Gaza are not anticipated under this program.
2. Due to the extremely fluid nature of the operational environment in the West Bank and Gaza, it is expected that the Recipient of the award will remain in close contact and collaboration with the AOR and other appropriate USAID Officers. This collaborative involvement will address informational needs such as analyses, evaluations, assessments, and responses to public information requests in order to maintain flexibility for program success.
3. Dissemination of any press releases or success stories is subject to the AOR's written approval.
4. Any construction or renovation works requires the prior approval of USAID.
"Construction" means: 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.
"Improvements, renovation, alteration and refurbishment" includes any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other building systems. "Improvements, renovation, alteration and refurbishment" does NOT include non-structural, cosmetic work, including painting, floor covering, wall coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.).

[END SECTION IV]

SECTION V. – APPLICATION REVIEW INFORMATION

A. Technical Evaluation

USAID/WBG will review all applications received in response to the subject RFA. Applications will be reviewed and evaluated in accordance with the following criteria:

<p>Technical Approach (Maximum points = 35)</p> <p>The extent to which the proposed technical approach and PMP demonstrate a clear understanding of the objectives of the program and a convincing approach to achieve them.</p>
<p>Institutional Capability (Maximum points = 30)</p> <p>Extent to which the Applicant’s institutional capability demonstrates the ability to effectively implement this program.</p>
<p>Key Personnel (Maximum points = 20)</p> <p>Extent to which the proposed Key Personnel convincingly demonstrate the ability to successfully and effectively implement the proposed program.</p>
<p>Past performance (Maximum points = 15)</p> <p>Extent to which the applicant and its teaming partners, if any, demonstrate successful Past Performance in achieving results on similar program s.</p>

B. Cost Evaluation

Cost has not been assigned a weight; however, the cost applications of the most highly ranked technical applications will be evaluated for cost effectiveness including the level of proposed cost share. Other considerations are the completeness of the application, adequacy of budget detail and consistency with elements of the technical application. In addition, the organization must demonstrate adequate financial management capability, to be measured for a responsibility determination.

Prospective applicants are forewarned that an application with the lowest estimated cost may not be selected if award to a higher priced application affords the government a greater overall benefit. All evaluation factors other than cost or price, when combined, are significantly more important than cost. However, estimated cost is an important factor and the estimated cost to the Government increases in importance as competing applications approach equivalence and may become the deciding factor when technical applications are approximately equivalent in merit.

Cost estimates will be analyzed as part of the application evaluation process. Proposed costs may be adjusted, for purposes of evaluation, based on results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

Cost Sharing

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USAID has established a suggested cost share of 5% of the Award's projected value of \$20 million for the recipient of the award. Leveraged non-USAID resources from private firms and institutions (such as equipment, training, level of effort and any in-kind contributions) may be considered part of cost share. Cost sharing may be also demonstrated either through direct funding, beneficiary contributions, in-kind assistance, or a combination thereof. USAID shall make the final determination and assess whether or not the Applicant's cost share contributions (e.g. categories or items) meet the standards set in 22 CFR 226.23.

[END SECTION V]

SECTION VI. – AWARD AND ADMINISTRATION INFORMATION

A. Branding & Marking Requirements

BRANDING & MARKING STRATEGY - ASSISTANCE (December 2005)

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an Apparently Successful Applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently successful Applicant status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

(b) **Submission.** The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

What is the intended name of this program, project, or activity?

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. *For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors].*

Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

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Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

(2) Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

Guidelines: Please include direct beneficiaries and any special target segments or influencers. *For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.*

What communications or program materials will be used to explain or market the program to beneficiaries?

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: *For example: "Be tested for HIV-AIDS" or "Have your child inoculated."*

Please indicate if you also plan to incorporate USAID's primary message – this aid is "from the American people" – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People," and the USAID Identity is required.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

(d) **Award Criteria.** The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CFR 226.91. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

Marking Plan means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently, Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to recipients of USAID funded grants, cooperative agreements, or other assistance awards or subawards.

A **Presumptive Exception** exempts the applicant from the general marking requirements for a particular USAID-funded public communication, commodity, program material or other deliverable, or a category of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R.226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)).

Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

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(b) **Submission.** The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement.

(c) **Submission Requirements.** The Marking Plan will include the following:

(1) A description of the public communications, commodities, and program materials that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

(i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;

(ii) technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

(iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and

(iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

(2) A table specifying:

(i) the program deliverables that the recipient will mark with the USAID Identity,

(ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) A table specifying:

(i) what program deliverables will not be marked with the USAID Identity, and

(ii) the rationale for not marking these program deliverables.

(d) **Presumptive Exceptions.**

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's application and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

(i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking an exception.

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(ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.

(iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

(iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.

(v) For Presumptive Exception (v), explain why marking would not be cost beneficial or practical.

(vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Agreement Officer's Representative and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

(e) **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R.

226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING UNDER ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S. Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

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Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to sub recipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country

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government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID funded public communications and program materials for compliance with the approved Marking Plan.

(9) Sub recipients. To ensure that the marking requirements "flow down" to sub recipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, sub recipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The recipient will provide the Agreement Officer's Representative (AOR) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 45 days after the effective date of this provision. The plan will include:

(i) a description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

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- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Agreement Officer’s Representative. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

BRANDING STRATEGY -ASSISTANCE (December 2005)

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an Apparently Successful Applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently Successful Applicant(s) means the Applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan.

Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to Recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

(b) Submission

The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the Applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

What is the intended name of this program, project, or activity?

Guidelines: USAID prefers to have the U SAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to show case USAID's involvement in publicizing the program or project.

For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

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(2) Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

Guidelines: Please include direct beneficiaries and any special target segments or influencers. For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents- specifically mothers. What communications or program materials will be used to explain or market the program to beneficiaries?

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: For example: "Be tested for HIV-AIDS" or "Have your child inoculated." Please indicate if you also plan to incorporate USAID's primary message -this aid is "from the American people" -into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

Will the Recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the Recipient acknowledge the ministry as an additional cosponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

Please indicate if there are any other groups whose logo or identity the Recipient will use on program materials and related communications.

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

(d) **Award Criteria.** The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's cost data submissions; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CF R 226.91. The Agreement Officer may obtain advice and from technical experts while performing the evaluation.

B. Standard Provisions

I. All mandatory standard provisions shall be incorporated into the resultant award.

Standard Provisions for U.S. Nongovernmental Recipients can be accessed through following URL: <http://www.usaid.gov/policy/ads/300/303maa.pdf>

Standard Provisions for Cost-Type Awards to Public International Organizations (PIOs)
URL: <http://transition.usaid.gov/policy/ads/300/308mab.pdf>

II. The following Required as Applicable Standard Provisions which are indicated below in full text should be specially noted by the prospective Applicants:

NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

- a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.
- d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

PUBLIC NOTICES (MARCH 2004)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more

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than 120 countries worldwide." The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant Technical Officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

COST SHARING (MATCHING) (February 2012)

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID. b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf
b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

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 Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
b. USAID requires the recipient 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 recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and

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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 will 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 the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement 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, reroofing, painting or wall papering, 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."

[END OF PROVISION]

C. USAID/West Bank and Gaza Special Provisions

PROHIBITION AGAINST SUPPORT FOR TERRORISM

(a) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws.

(b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.

(c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Recipient of its legal obligation to comply with applicable Executive Orders and laws.

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(d) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting/Agreement Officer will provide written instructions to the Recipient to terminate the subaward.

(e) USAID reserves the right to terminate this contract/agreement if USAID determines that the Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

(g) The Recipient agrees to promptly notify USAID's Assistance Officer Representative (AOR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement Officer.

SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES

No subcontracting with any government or quasi-government entity shall be conducted under this Agreement unless a specific waiver is approved for this purpose.

PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY
(Revised SEPT 2009)

U.S. legislation provides that none of the funding under this Award may be "obligated or expended with respect to providing funds to the Palestinian Authority." In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

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This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Contract/Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Contract/Agreement. Upon request, the Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contains this provision.

RESTRICTION ON FACILITY NAMES (OCT 2007)

(a) No assistance shall be provided under this contract/agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID's Agreement Officer Technical Representative (AOR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

REPORTING OF FOREIGN TAXES

(a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

(b) Contents of Report. The reports must be in the format provided in Annex A VAT Guidance and contain:

(i) Recipient name.

(ii) Contact name with phone, fax and email.

(iii) Award number(s); separate report needs to be provided for each award.

(iv) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.

(vi) Any reimbursements on the taxes reported in (iv) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee

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should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.

(vii) Reports are required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes only a Palestinian Authority entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports by either of the following means:

email attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Mr. Issa Hanna.

(e) Subagreements. The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>

PARTICIPANT TRAINING

In accordance with ADS 253, all participant training programs and sub-programs, directly or indirectly funded by USAID, shall be reported by the Recipient in the Agency's Training Results and Information Network (TraiNet) and the Recipient shall comply with all reporting and file documentation requirements of ADS Chapter 253. In addition, the Recipient shall report on training program and sub-program expenditures under the three cost categories captured by TraiNet: Instruction, Participant/Trainee and Travel in accordance with ADS 253.3.3

The Recipient shall comply with all regulations in accordance with ADS Chapter 252 for any participant training programs or sub-programs that are conducted in the U.S.

CAPITAL ASSISTANCE (611e REQUIREMENTS)

Prior to committing any USAID funds for capital assistance projects proposed under this Agreement, including mechanical items and other equipment that will be purchased for use by local partners, the Grantee will provide USAID with sufficient information to determine that Palestinian counterpart institutions and communities have the capacity to maintain and utilize the assistance effectively. Upon review and analysis of information provided, USAID West Bank and Gaza will advise the Grantee when and if all AID regulations for proceeding with capital assistance have been met.

PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

a) U.S. legislation provides that none of USAID's funding "may be used to provide equipment, technical support, consulting services, or any other form of assistance to the

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Palestinian Broadcasting Corporation.” In accordance with this prohibition, the Grantee shall not provide any assistance to the Palestinian Broadcasting Corporation.

- b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

USAID/WEST BANK AND GAZA MISSION PARTNER CONTRACTED AUDIT PROGRAM (PCA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that the USAID shall ensure that all contractors and grantees, and significant sub-contractors and sub-grantees, under the West Bank and Gaza Program be subject to Federal or non-Federal audits at least annually.

Recipient/s and significant sub-awardees under any resultant award from this RFA will be required to adhere to the above requirement and therefore are subject to audit under the WBG Partner Contracted Audit (PCA) program at least annually. USAID/WBG is responsible for managing the Mission’s PCA program.

Applicants shall follow the guidance provided in the “USAID/WBG Partner Contracted Audit Guidelines” which are posted on the Mission’s web-site at the following address <http://www.usaid.gov/wbg/audit.html>. The successful applicant will be required to contract one of the independent audit firms that have been approved by the Regional Inspector General/Cairo to fulfill the annual audit requirements under their award.

The Prime Recipient as well as the sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Grantee and by non-local sub grantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph 51 of OMB Circular No. A-122, Annex A, such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Grantee directly.

The Grantee and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Grantee to obtain zero percent (0%) VAT status from the PA. The Grantee shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

In cases where Israeli and Palestinian VAT cannot be avoided, the Grantee shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID’s Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Grantee is responsible for ensuring that sub grantees or subcontractors comply with this requirement. All VAT claims for the sub grantees and subcontractors shall be submitted to USAID through Grantee. *(Please refer to VAT Guidance dated April 2, 2003 issued to USAID*

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WBG Contractors and Grantees - see Annex A). Receipts for sub grantees and subcontractors must be addressed to the project name /Grantee to enable USAID to claim refunds.

Grantees that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Grantees which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

"Non-local sub grantees and subcontractors" means sub grantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors."

D. Reporting Requirements

The Recipient shall adhere to all reporting requirements listed below solely with respect to USAID-funded activities. All reports as required shall be submitted by the due date for approval of the USAID Agreement Officer's Representative (AOR) designated by USAID/WBG's Agreement Officer in the AOR Designation Letter.

a. Financial Reporting

The Recipient shall submit an original and two copies. Financial Reports shall be in keeping with 22 CFR 226.52.

- a) In accordance with 22 CFR 226.52, the Recipient shall submit the Federal Financial Form SF-425 on a quarterly basis via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>) with a copy to the Agreement Officer's Representative (AOR).
- b) The Recipient must submit the original and two copies of all final financial reports to USAID/Washington M/CFO/CMP-LOC Unit, to the Agreement Officer and to the AOR. The Recipient must submit an electronic version of the final SF-425 to U.S. Department of Health and Human Services in accordance with paragraph (a) above.

b. Program Reporting

1. Implementation Plan

Timing: Within 60 days following award, the Recipient shall submit the first annual work plan. Attached to the initial work plan, the Recipient will provide a Performance Management Plan (PMP). USAID will provide written comments to the Recipient. The Recipient will revise and submit the revised work plan no later than 15 days after receipt of comments. If acceptable, the USAID Agreement Office Representative (AOR) will provide a written approval of the final work plan to the Recipient. Failure to have an approved work plan in place may be viewed as a failure to comply with essential terms and conditions of the award. Significant revisions to the approved work plan including approvals for any single renovation activity for which the estimated cost will exceed \$500,000 will require the written approval of the AOR prior to the recipient proceeding with such project (and may require a revision to the approved PMP).

Subsequent Annual Work Plans: Subsequent annual work plans are due no later than 30 days before the anniversary of the award effective date, to ensure that the new work plan will be in

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place prior to commencement of the new contract year. These plans will follow the same format as the initial work plan and should also include an updated PMP, if appropriate. In addition, the subsequent annual work plan shall include program adjustments reflecting lessons learned from prior year implementation.

Purpose: The work plan details how the Recipient will use this time effectively to achieve the award's objectives. The work plan serves as a detailed guide to program implementation and, once approved, represents an agreement as to the nature and timing of discreet tasks and interventions. Discreet tasks include training events, workshops and seminars, outreach events, and information dissemination activities such as publications and reports. It is essential that the document be concise so as to ensure that it will be a simple reference tool for the implementer to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance through the work plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual plan will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate.

Work Plan Standards: Work plans will identify a logical sequence of steps to be undertaken to implement each program component and must include an associated timetable. The Recipient may not include activities in the work plan that fall outside the parameters of the statement of work. The Recipient's annual work plan will describe how the Recipient intends to organize the year's work including setting project priorities and how the Recipient will organize responsibilities amongst Recipient staff to ensure accomplishment of the tasks. The work plan will address how the Recipient will make effective use of any time during which counterparts are not readily accessible or actively engaged such as holidays.

The work plan, at a minimum, is to include:

1. A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different components and sub-components, on a monthly basis;
2. The proposed location of the activity;
3. The anticipated outputs and outcomes from each activity conducted;
4. The anticipated level of effort required from program technical staff and financial resources required to complete the tasks
5. The identification of any assumptions used in preparing the work plan, as well as suggested alternatives if necessary;
6. The anticipated risks with regard to achieving the anticipated objectives of the award and how they will be mitigated; and
7. Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

2. Performance Management Plan (PMP)

Purpose: The Recipient is required to have a PMP capable of tracking and documenting progress against program components. The PMP reflects the award progress over the life of the project and is a critical tool for planning, managing, documenting, and evaluating performance. The PMP should be reviewed and validated annually, and revised if appropriate.

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The PMP will include:

1. A Results Framework (RF) and simplified Foreign Assistance Framework that reflect the objectives described in the award;
2. The indicators that will be used to assess progress towards the project goals and intermediate results;
3. The data sources and method and frequency of data collection, review, analysis and reporting;
4. The parties responsible for data collection;
5. The baseline data or the plan and timeline for gathering the baseline data;
6. The estimated cost associated with implementing this PMP;
7. Targets for each indicator year;
8. The Data Quality Assessment (DQA) plan and procedures; and
9. The Evaluation Plan and how the evaluation results will be used to inform project implementation.
10. A description of how gender considerations will be integrated into program implementation and the monitoring and evaluation.

3. Quarterly Performance Reports

Timing: Reports are to be submitted within 30 work days of the end of each calendar quarter.

Purpose: The Recipient will submit brief quarterly performance reports and financial allocation summaries to USAID to reflect progress and activities of the preceding quarter. The report shall describe the tasks completed in the last quarter relative to what was anticipated by the approved work plan, and will assess overall project impact to date relative to the performance indicator targets.

The quarterly reports will highlight any issues or problems affecting the schedule or impact of services provided by the Recipient. The reports will include financial information on the expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. All data and output reporting will disaggregate data by gender.

Quarterly performance reports will present progress on all project activities and will include the following information, at a minimum:

1. Brief outline of project purpose and project approach;
2. Overall status of project progress towards project objectives (narrative);
3. Status of overall project progress per the approved indicators as defined in the PMP;
4. Summary of completed activities and progress towards results under this award during the timeframe of the report;

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5. List of reports/deliverables completed in the reporting period;
6. Explanation of quantifiable outputs of the tasks, if appropriate and applicable;
7. Reasons why established targets were not met, if appropriate;
8. Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities;
9. Status of budget expenditures and analysis of any cost overruns or high unit costs (the contractor shall immediately notify USAID of developments that have a significant impact on award-supported activities);
10. Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation;
11. List of major activities planned for the next quarter;
12. The use of Small and Disadvantaged Business relative to the target identified;
13. Any relevant constraints or impediments that have affected or will affect project performance, including any terms and conditions contained in the award;
14. Projected USAID approvals, waivers or deviation requests anticipated during the next quarter;
15. Confirmation that TraiNet reporting requirements are up to date and that relevant activities and data have been entered in to Geo-Mis (a list of activities added or updated in Geo-Mis during the quarter should be attached); and
16. The status of required audit processes including for sub-awardees, if applicable.

4. Annual Performance Report

Timing: The Recipient shall submit annual reports in lieu of the 4th quarterly report each year to the AOR and to the Agreement Officer. The annual report should be submitted no later than 90 days after the end of each award year other than the last, when the final report will be submitted.

Purpose: The annual report will cover all of the items included in the quarterly reports, with a focus on project results over the entire contract year. The annual report will be used by USAID to assess the status of the project in relation to the time remaining for performance. Each annual report will include an assessment as to whether the objective of the award will be accomplished within the remaining time and available resources.

In addition, the Recipient should include an assessment as to the effectiveness of the PMP in measuring project impact including:

1. The status of evaluation activities including the establishment of baseline data;
2. The appropriateness of the data collected to measure project impact;
3. The identification of unanticipated challenges in the collection of evaluation data;
4. The appropriateness of the overall PMP to measure impact and any proposed revisions thereto;
5. Practical or political factors that should be considered when analyzing the performance data; and
6. The effectiveness of the evaluation activities to inform programming.

5. Demobilization Plan

Timing: Not less than three months prior to the completion date of the award, the Recipient shall submit a Demobilization Plan.

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The Plan will include, at a minimum, an illustrative Property Disposition Plan addressing all requirements under contractual and local law for the transfer of property; a plan for the phase out of in-country operations; a delivery schedule for all reports or other deliverables required under the award; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Agreement Officer. Both the illustrative and final Property Disposition Plans shall include the inventory schedule required by 22 CFR 226.35, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Recipient will describe how all required prime and sub-award audits will be conducted after the demobilization of the Recipient. The Demobilization Plan shall be approved in writing by the AOR.

6. Final Report

Timing: The final performance report is due 90 calendar days after the expiration or termination of the award.

The final report shall provide a summary description of all work performed under the award and a substantive discussion of results achieved (as measured by performance indicator). The final report should include the final status of each component objective, the status of indicators relative to the established targets, lessons learned, ways to resolve any constraints identified, any opportunities for further refinement, enhancement, logical extension, or expansion of the completed work and how it fits into USAID's strategic objectives and any perceived problems, vulnerabilities, or weaknesses in the assistance provided, with recommendations for addressing the identified weaknesses.

The final report shall also contain an index of all reports and informational products produced under this contract. Along with the Final Report, a CD-ROM depository shall be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly and searchable manner.

The Recipient shall submit electronically in PDF format the final report to the USAID/West Bank and Gaza AOR. In addition, one copy shall be submitted to USAID Development Experience Clearinghouse to one of the following: (a) via U.S. Postal Service, ATTN: 8403 Colesville Road, Suite 210, Silver Spring, MD 20910; (b) via e-mail: docsubmit@dec.cdie.org; (c) via fax: (301) 588-7787; or (d) online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

7. GEOGRAPHIC MANAGEMENT INFORMATION SYSTEM (Geo-MIS)

In support of USAID/WBG's Geo-MIS initiative, the Recipient will report and provide Geo-MIS related information on all USAID-funded activities.

- a. An initial Geo-MIS report shall be submitted within 30 days from approval of the Implementation Plan with follow-on reports following every thirty (30) days (monthly) thereafter. Those monthly reports shall be submitted via e-mail to the AOR and Geo-MIS manager; and include a summary of actions taken by the recipient in regard to data entry and updates in the Geo-MIS system over the internet, and a list of Geo-MIS activities added, updated or closed.
- b. Recipient regular quarterly reports/annual reports shall include a section on Geo-MIS actions taken in that period as well as a list of activities added, updated or closed.

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- c. The Final Report will reflect that all activities have been fully Geo-MIS reported. Close out actions will not be concluded until such reporting has been completed. Geo-MIS reporting shall be submitted through the internet application available at your office via accessing the Mission Geo-MIS domain URL: www.usaidgiswbg.com
- d. The Recipient is required to report activity related fields of data and list of output indicators on monthly basis, and program related fields/narratives, PMP indicators and OP indicators on quarterly basis.³;
- e. Details as to the reporting form and format are published at URL: www.usaidgiswbg.com. Registration for access to and questions regarding the use of the Geo-MIS web site and reporting are to be directed to USAID/WBG/PPDO and the AOR. The AOR will arrange for Geo-MIS training, lead the PMP development efforts and data quality assessments/verifications of Geo-MIS data.
- f. The Recipient staff will be provided Geo-MIS training by USAID/WBG/PPDO, This training will be directed toward basic functions of the Geo-MIS and enabling the Recipient to report its work through the system and to use it as a Management Information System (MIS tool) including how to add/update and verify activities and program related info on a monthly and quarterly basis. The Recipient will appoint a member of its staff for training, as responsible for executing the Geo-MIS reports, to serve as liaison with USAID, and participate in GIS working groups.

[END SECTION VI]

³ PMP: Performance Management Plan; OP: Operational Plan.

SECTION VII – OTHER INFORMATION

A. Applicable Regulations & References

- ADS Series 300 Acquisition and Assistance
<http://www.usaid.gov/pubs/ads/>
- ADS 308 – Grants and Cooperative Agreements With Public International Organizations
<http://www.usaid.gov/policy/ads/300/308.pdf>
- Mandatory Standard Provisions for U.S., Nongovernmental Recipients
<http://www.usaid.gov/pubs/ads/300/303maa.pdf>
- 22 CFR 226
http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr226_02.html
- OMB Circular A-122
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>
- OMB Circular A-110
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
- SF-424 Downloads
<http://apply07.grants.gov/apply/FormLinks?family=15>
- Reference to USAID West Bank and Gaza Mission Notices to Contractors and Grantees <http://www.usaid.gov/wbg/business.htm> (Applicants should take note of the notices that are posted on the USAID/West Bank Gaza website under Partners Resources)

B. Annexes

Annex A: VAT Guidance

[END SECTION VII]



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

**ANNEX A: VAT Guidance dated
April 2, 2003 issued to USAID
WBG Contractors and Grantees**

APRIL 2, 2003

NOTICE FOR USAID CONTRACTORS AND GRANTEES

SUBJECT: VAT GUIDANCE

As per the guidance provided to all contractors and grantees in our letter of July 30th, 2002, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

USAID will reimburse contractors and grantees for Israeli and Palestinian VAT if and only if the following procedures are followed:

1. For Grantees, reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. This includes taking all reasonable steps to obtain a 0% VAT exemption from the Palestinian Authority before making any further purchases. Grantees that already have exemption mechanisms in place with Israel and/or the PA should continue to follow those procedures.
2. For grantees that recently received a 0% VAT exemption from the Palestinian VAT department, they are required to pass these exemptions to their partners (i.e. suppliers, vendors, and contractors), by sending a letter to the VAT Department notifying it about the partner, description of the transaction and the amount of the transaction before the purchase is completed.
3. For both Contractors and Grantees, in cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Financial Management Office
Att. VAT Coordinator, USAID
c/o American Embassy
71 Hayarkon Street,
Tel Aviv 63903

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Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Given that USAID will be reimbursing VAT expenses in contractor and grantee billings that are charged as disbursement to the contracts/grants, the refunds, once received, will be recorded as off-sets to the applicable contract or grant by USAID.

Please note that separate procedures will be provided for processing refunds for contractors and grantees under Letter of Credit (LOC) method of payment.

Please submit the original VAT receipts and one copy to USAID. In addition, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

In addition, we have attached for your use 2 matrixes, one for the Israeli and one for Palestinian VAT submissions. Please keep the following guidance in mind when submitting this document to USAID:

1. Report the VAT invoices in the correct chronological order. i.e. start from the first of the month through to the 30th.
2. Provide a hard and electronic copy of the form with the respective receipts attached to each one in order to avoid confusion. -
3. The electronic copy has to be sent to ilpavat@usaid.gov.
4. Attach all related supporting documents to each receipt with that invoice.
5. Submit this form, receipts and supporting documents no later than the 15th of the following month.
6. You will notice that we have entered some figures already on the matrix. This is just to provide you with an example and to activate the formulas. Kindly replace those with your own figures.
7. For any specific issues with regards to the VAT, please contact Ms. Abeer Odeh, our Supervisor Financial Analyst, at 03-511-4806, 050 259407, and 059 246777 or at e-mail aodeh@usaid.gov.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and sub-grants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

USAID provided some guidance with regards to this issue in July 2002. However, some partners have failed to report their VAT in a timely manner. Therefore, we hereby request that all Contractors and Grantees report to us by COB noon April 21st, 2003, all pending invoices from January 1st, 2002 until the present.

We thank you for your cooperation in this matter.

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Attachments:

1. VAT Invoices Required Attributes
2. VAT Refund Sheet – Includes 2 documents for the Israeli and the Palestinian VAT respectively.

07/30/2002

NOTICE FOR USAID CONTRACTORS AND GRANTEEES

Subject: VAT GUIDANCE

As discussed at previous meetings with contractors and grantees, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

The Mission is continuing its dialogue with Palestinian VAT authorities to effect broad implementation of a 0% VAT procedure whereby VAT expenses would be avoided at the point of sale. In the meantime, for both Israeli and Palestinian VAT, USAID will reimburse contractors and grantees for incurred costs in accordance with the payment provisions of their agreements; provided, however, that the following procedures are followed:

1. Reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. Those contractors and grantees that have exemption mechanisms in place should continue to follow those.
2. In cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Since USAID will be reimbursing VAT expenses in contractor and grantee billings, the refunds, when received, will be deposited to the account of USAID.

In addition to submitting original VAT receipts to USAID, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and subgrants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

If you have any questions, please contact Robert Bonnaffon (03-511-4880) or Leonel Pizarro (03-511-4852)

Attachment: a/s

VAT INVOICES REQUIRED ATTRIBUTES

ISRAELI VAT INVOICES

The following information is required on Israeli VAT invoices in order for them to be accepted for purposes tax refunds:

- Vendor's name
- Invoice date
- Vendor's tax identification number (TIN)
- Tax invoice number
- Document must be an original, copies are not accepted
- The document must indicate on its face that it is a tax invoice... a hishbunit mas, or in Hebrew: **חשבונית מס**

PALESTINIAN VAT INVOICES

The following information is required on Palestinian VAT invoices in order for them to be accepted for purposes of tax refunds:

- The purchaser's name and address
- Name of the vendor
- The document must state "Authorized Dealer" and then the dealer number. For example:
- The document must state on its face that it is a "Tax Invoice" and an invoice number. For example: فاتورة ضريبية
- The invoice must state on its face "Original". For example: النسخة الاصلية

END OF ANNEX A