USAID | DEMOCRATIC REPUBLIC OF THE CONGO
FROM THE AMERICAN PEOPLE

Issue Date:	**January 3, 2018**
Deadline, Questions:	**January 19, 2018**
Clarifications:	**January 26, 2018**
Closing Date and Time:	**February 7, 2018, 17:00, Kinshasa Time**
Subject:	**Amendment Number One (1) to Notice of Funding Opportunity (NOFO) # 72060518RFA00002**
Program Title:	USAID-Funded Community Based Counter Wildlife Trafficking Activity

Dear Prospective Applicants:

The purpose of this amendment to the subject solicitation is to provide, as Attachment A, answers to the questions received.

Please address your applications by email to Valery N. Kambo at vkambo@usaid.gov, copying the Supervisory Agreement officer Patrick Kollars at pkollars@usaid.gov and kinshasaProposals@usaid.gov.

All other date and time submission deadlines in the original Notice of Funding Opportunity remain unchanged.

Thank you for your interest in USAID programs.

Sincerely,

Patrick J. Kollars
Supervisory Agreement Officer
USAID/Democratic Republic of the Congo

- Attachment A - Questions and Answers

ATTACHMENT A: QUESTIONS AND ANSWERS

1. **Is there a preference for a strategy that addresses a broader range of target populations contributing to specific biodiversity threats vs a more condensed focus that goes deeper with a reduced number of target populations and a smaller number of biodiversity threats?**

   Answer:

   As stated in the NOFO, the activity should focus on those geographic areas, target populations and activities that are most likely to have maximum impact on key threats to biodiversity. USAID encourages Applicants to be as focused as possible in designing activities, but also to ensure this focus is adjusted as necessary through a continual process of collaboration, learning and adaptation.

2. **Would it be acceptable if we split project budget 40/60 between learning/baseline assessments and actual project implementation? And are there any parameters that you can advise on, with regards to this?**

   Answer:

   USAID encourages Applicants to identify an appropriate balance between monitoring, evaluation and learning on the one hand and other forms of project implementation on the other. Given the difficult and isolated geographic area and the challenges of the proposed activities, the process of learning and adapting, as well as collaborating with other relevant activities in the area, will be particularly important for this activity. However, the primary emphasis should still be on achieving the objectives as laid out in the NOFO.

3. **If we invest in baseline assessments will we have the flexibility to adjust work plans for Y2 and beyond based on the findings of the assessment? For example, if we did baselines around three key biodiversity threats, but only continued with implementation around two?**

   Answer:

   There is certainly the possibility of adjusting work plans year by year according to data collected and lessons learned. USAID encourages such an adaptive approach.

4. **Are key personnel obliged to be funded 100% on this grant, and if not, what are the limitations with this regard?**

   Answer:

   USAID expects Key Personnel to be full time recipient employees dedicated to project implementation and delivering project outcomes. If an applicant proposes Key Personnel (KP) services as "shared" with other projects, the applicant will have to provide a compelling justification in their application as to how this type of arrangement is feasible and what benefits are derived.

5. **Are there any limitations for a non-US private sector partner who has agreed to waive profit, but who would engage consultants that would charge their market rate? And what would the documentation requirements be?**

   Answer:

   Procurement Standards under a federal award for good and services are covered under the following regulation found at:

   Subpart D—POST FEDERAL AWARD REQUIREMENTS

   §200.318 General procurement standards.

   (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
   (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
   (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value

from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

6. Can a non-US for profit firm (that has agreed to waive profit) charge their actual overheads, and is there other guidance that you can provide?

Answer:

There are two options.

1) Non-US organizations (whether for profit or non-profit) that do not have an approved overhead rate (NICRA) with USAID or another US Government Federal Agency would either have to submit an indirect cost rate proposal for USAID to review and approve before being allowed to charge the rate against the award or;

2) 200 CFR allows for a de minimis rate of 10% as follows:

200.414 Indirect (F&A) costs.
(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Direct and Indirect (F&A) Costs

7. **Is there any financial maximum for contractors issued under this cooperative agreement?**

Answer:

The question is unclear. USAID expects the successful applicant to implement the award and achieve the expected results. The resulting award will be a cooperative agreement with the successful prime applicant, and all of the provisions of the cooperative agreement flow down and are applicable to all sub-recipients, including "contractors" who implement aspects of the program on behalf of the prime recipient. USAID has no direct relationship with sub-recipients/sub-contractors. The prime must submit detailed budgets on behalf of major sub-recipients/subcontractors in accordance with the instructions D.6.e "Contractors and/or Sub awardees of the RFA." USAID reserves the right to conduct past performance checks on major sub-recipients/subcontractors.