

## BLANKET PURCHASE AGREEMENT (BPA) - SOLICITATION TEMPLATE

**RFQ Issuance Date:** 20/August/2021  
**RFQ Questions and Answer:** 01/September/2021  
**RFQ Closing Date:** 17/September/2021  
**RFA Closing Time:** 5:00 PM Eastern Daylight Savings Time

**Subject:** Request for Quote- **Solicitation Number:** 7200AA-21-R-00093

The United States Government, represented by the U.S. Agency for International Development (USAID), Office, Bureau for Humanitarian Assistance (BHA) is soliciting a Request for Quote (RFQ) from qualified and responsible contractors for the purpose of establishing Blanket Purchase Agreement(s) to provide produce, store, and deliver the RUTF/RUSF during the agreement period of performance for the United States Agency for International Development, Bureau for Humanitarian Assistance upon award of a Purchase Order.

USAID anticipates the award of one or more firms BPAs to unrestricted acquisition for Base Period of Two years and three option years. Prospective Contractor should be aware that while USAID may award multiple BPAs, USAID will only award the number of BPAs required to meet USAID current need. Contractor quotes must be submitted in accordance with the RFQ instructions at the specified place and time.

The North American Industry Classification System ("NAICS") code for this acquisition is 311340.

The Authorized Geographic Code: The Authorized Geographic Code for this procurement is 997.

Offerors must refer to the instruction section for information regarding this RFQ requirement. Offerors should take into account the expected delivery time required by the RFQ transmission method as specified in the RFQ. Offerors are responsible for ensuring that RFQ are received at USAID by the due date and time as noted on the cover page. Failure to comply with the submission date and time will render the Offeror's quote unacceptable and the quote will not be reviewed or evaluated. Faxed quotes are not acceptable, nor will they be reviewed or evaluated.

**Offerors** must be registered in the System for Award Management ("SAM") database prior to award at [www.sam.gov](http://www.sam.gov).

**Offerors** should retain for their records copies of all submissions which accompany their quotes. All submissions should be on the organization letterhead and signed by a person who has signatory authority for the organization and clearly marked with the RFQ number.

Questions in response to this RFQ can be directed to email Prince Boateng, [Pboateng@usaid.gov](mailto:Pboateng@usaid.gov) and Josh DeGeorge, [jdegeorge@usaid.gov](mailto:jdegeorge@usaid.gov).

This RFQ does not obligate USAID to contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a quote. This RFQ can be viewed and downloaded from

<https://www.fbo.gov/> USAID bears no responsibility for data errors resulting from transmission or conversion processes. Additionally, be aware that any amendments to this RFQ will be posted on the same website from which the RFQ was downloaded.

Sincerely,

Prince Boateng,

Senior Contracting Officer, USAID

## TABLE OF CONTENTS

### Contents

SECTION 1 – SUPPLIES/ SERVICES AND PRICE/COSTS	5
SECTION 2 – STATEMENT OF WORK/SPECIFICATIONS/DESCRIPTIONS	10
2.1 BACKGROUND	10
2.2 STATEMENT OF WORK	10
SECTION 3 –ORDERING	15
SECTION 4 – CONTRACT ADMINISTRATION DATA	18
SECTION 5- BPA REQUIREMENT	21
<b>46.706 Warranty terms and conditions.</b>	<b>21</b>
<b>5.10 52.217-8 Option to Extend Services.</b>	<b>34</b>
<b>5.11 52.217-9 Option to Extend the Term of the Contract.</b>	<b>34</b>
SECTION 6 – NOTICE TO OFFERORS INSTRUCTIONS, EVALUATION OF QUOTES	35
SECTION 7 – ATTACHMENTS	41



## **SECTION 1 – SUPPLIES/ SERVICES AND PRICE/COSTS**

### **1.1 AUTHORITY**

The U.S Agency for International Development (USAID) Bureau for Humanitarian Assistance is issuing the Blanket Purchase Agreement in accordance with FAR part 8, 12, and 13.

### **1.2 PURPOSE OF BPA**

This Blanket Purchase Agreement is issued to establish arrangements for ordering, storage, delivery, and billing to cover RUTF/RUSF during the agreement period of performance. The essence of this agreement is to have a contractor produce, store, and deliver the RUTF/RUSF for the United States Agency for International Development, Bureau for Humanitarian Assistance upon award of a Purchase Order.

RUTF/RUSF delivered under this BPA shall conform to the latest USAID RUFs Single Specification attached to this solicitation or as otherwise specified in any modification the Contracting Officer required in writing. Additional small or medium quantity lipid nutrient supplements for children and/or women may be required during this contract. In this event, specifications would be provided by the USG. This agreement does not require the contractor to produce and store commodities in anticipation for award. However RUTF/RUSF may be produced and stored at the contractor/vendor's facility until the government issues a purchase order for immediate release.

As RUTF and RUSF are standard configuration commodities, which are purchased by other governmental and non-governmental entities, any balance of RUTF/RUSF remaining in storage at the end of this agreement shall be retained by the contractor, without obligation by USAID, at the end of the BPA agreement period of performance. RUTF/RUSF may not be sold to other organizations with the USAID logo on either the cartons or the individual sachets without specific written approval from the USAID Contracting Officer.

The agreement will not obligate the Government to order, or the contractor to furnish, any articles in any quantity except to the extent agreed upon in individual written Purchase Order. Individual orders may not exceed the Simplified Acquisition Threshold ( currently \$7.5million for commercial items). The government intends to purchase commodities and ship directly from the manufacturer's warehouse and deliver to the program location. This BPA is not a contract, but orders placed against it become contractual upon acceptance by the contractor.

### **1.3 CONTRACT TYPE AND SERVICES**

The contract anticipated from this solicitation is a Blanket Purchase Agreement (BPA) utilizing individual Purchase Orders to provide supplies. Purchase Orders issued under this award will be Firm Fixed Price (FFP).

#### 1.4 PLACE OF PERFORMANCE

The Place of performance for the master BPA is worldwide. Individual BPA calls will specify the place of performance for the BPA call.

#### 1.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under the Master BPA is 997. Individual BPA calls will indicate the authorized geographic code for the call.

#### 1.6 TERMS AND CONDITIONS

- a. **Extent of obligation.** The agreement will not obligate the Government to order, or the contractor to furnish, any articles in any quantity except to the extent agreed upon in individual written Purchase Order. Individual orders may not exceed the Simplified Acquisition Threshold ( currently \$7.5 million for commercial items). The government intends to purchase commodities and ship directly from the manufacturer's warehouse and deliver to the program location. This BPA is not a contract, but orders placed against it become contractual upon acceptance by the contractor.
- b. This agreement is made in accordance with negotiation authority of the U.S. Federal Acquisition Regulation 13.303 - Blanket Purchase Agreements, 13.5 – Simplified Procedures for Certain Commercial Items, 8.405-3 - Blanket Purchase Agreements and 12 Acquisition of Commercial Items.
- c. **Purchase limitation**  
The minimum purchase order for services awarded under this entire agreement (base agreement period plus all option periods) is **0 NMT**. This is not a requirements contract, and the government may purchase transportation and other logistics services from other vendors as necessary.

The ceiling Price for this BPA is: N/A.

The dollar limit for each call shall be \$7,500,000.

- d. **Individuals authorized to purchase under the BPA are the Contracting Officers located at:**

- USAID/Washington, D.C.
- Office of Acquisition and Assistance

#### 1.7 PERIOD OF PERFORMANCE

The period of performance for this BPA is two base years and three option years from January 1, 2022 to December 31, 2026.

The Government may cancel the BPA at any time by notifying the Contractor at least 30 days in advance. BPA cancellation does not release the contractor from the duty to continue performance or change the terms and conditions on Purchase Order(s) issued prior to cancellation unless a change order is processed by the Contracting Officer.

## **1.8 OBLIGATION OF FUNDS**

This BPA does not obligate any funds.

## **1.9 INSPECTION AND ACCEPTANCE**

Deliverables shall be submitted in accordance with the terms and condition of the BPA and the BPA call order. Any discrepancy between BPA and the call order shall be resolved by giving precedence to the BPA quote, BPA, Call Order and CO determination.

**1.10 PRICING:** The contractor shall submit the price for supplies at time of BPA call. The prices to the U.S. government shall be as low as, or lower than, those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, and shall include any discounts for prompt payment.

## **1.11 CLOSEOUT PROCEDURE**

To facilitate closeout of individual Purchase Order placed under this BPA, within thirty (30) days of completion of any individual Purchase Order, the BPA holder shall present the final invoice to Financial Management, and a copy to the Contracting Officer.

**1.12 LIQUIDATED DAMAGES.** USAID may claim liquidated damages from the Contractor on contracts under this BPA as follows. Charges may be applied if the Contractor does not meet the individual purchase order delivery date.

- a. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1000 per calendar day of delay.
- b. If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- c. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

**1.13 Warranty:** All contract warranties for PO must be in accordance with contract clause FAR 52.212-4(o), Warranty. Contract clause FAR 52.212-4(o), Warranty states, “the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.”

By signing below you are certifying that the products offered to the government under this BPA, and to be delivered, meet all the requirements of the item purchase description. Failure to meet these requirements may result in your bearing the cost of:

- a. Replacing items.
- b. Transportation Expenses
- c. Government administrative re-procurement expenses.

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**Offeror's Name and Signature**

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**Date**

**Company Name:**

**Address:**

**Email Address:**

**Phone Number:**

**Fax Number:**

**DUNS #:**

**EIN/TIN:**

This BPA may be cancelled for default if the contractor is noncompliant with terms and conditions of this agreement.



**[END OF SECTION 1]**

## SECTION 2 – STATEMENT OF WORK/SPECIFICATIONS/DESCRIPTIONS

### 2.1 BACKGROUND

The United States Agency for International Development, Bureau for Humanitarian Assistance (BHA) is seeking to establish a Blanket Purchase Agreement (BPA) with one or more firms that will allow USAID to contract simply and quickly with these firms for immediate delivery of Ready To Use Therapeutic Food (RUTF) and Ready To Use Supplementary Food (RUSF). This competition for the BPA allows offerors to submit their proposals to USAID describing how their firm is capable and qualified to provide the commodities and services outlined in this BPA. The winning firm(s) would then have a signed agreement with USAID (which includes a minimum order guarantee of **zero nmt**), through which future contracts and delivery orders could easily be issued. The selected BPA holders must be able to perform all activities specified in the scope of work in support of USAID programs.

RUTFs and RUSFs are high-energy fortified foods to be used by award recipients of the United States Agency for International Development for the treatment of Severe Acute Malnutrition (SAM) and Moderate Acute Malnutrition (MAM), respectively. These commodities can be used in any cultural setting in accordance with guidelines for the outpatient care and management of Severe Acute Malnutrition and Moderate Acute Malnutrition. The RUTF/RUSF may be used in a wide variation of climatic zones and may be the sole source of food, in addition to breast milk, during the period of use. Historically USAID has procured approximately 10,000 nmt of RUTF and 11,000 nmt of RUSF annually. USAID intends to procure nearly all of its RUTF/RUSF through this BPA. However, this BPA does not obligate the government to use this contract instrument to procure RUTF/RUSF.

### 2.2 STATEMENT OF WORK

1. DESCRIPTION. This **Blanket Purchase Agreement** is issued to establish arrangements for ordering, storage, delivery, and billing to cover RUTF/RUSF during the agreement period of performance. The essence of this agreement is to have a contractor produce, store, and deliver the RUTF/RUSF for the United States Agency for International Development, Bureau for Humanitarian Assistance upon award of a Purchase Order. RUTF/RUSF delivered under this BPA shall conform to the latest USAID RUFs Single Specification attached to this solicitation or as otherwise specified in writing in any modification the Contracting Officer requires. Additional small or medium quantity lipid nutrient supplements for children and/or women may be required during this contract. In this event, specifications would be provided by the USG.

**This agreement does not require the contractor to produce and store commodities in anticipation for award.** However RUTF/RUSF may be produced and stored at the contractor/vendor's facility until the government issues a purchase order for immediate release.

As RUTF and RUSF are standard configuration commodities, which are purchased by other governmental and non-governmental entities, any balance of RUTF/RUSF remaining in storage at the end of this agreement shall be retained by the contractor, without obligation by USAID, at the end of the BPA agreement period of performance. RUTF/RUSF may not be sold to other organizations with the USAID

logo on either the cartons or the individual sachets without specific written approval from the USAID Contracting Officer.

2. QUALITY ASSURANCE. RUTF and RUSF production under this BPA must comply with the most recent version of USAID RUF Single Specification at the time of production. Any stock material acquired under previous RUTF/RUSF specifications (CID and CRD) can be used with waiver and with corresponding USAID written approval on a case-by-case basis, provided that the purchase of such material was done before the awarding of this BPA. Any deviation from USAID Single Specification has to be discussed and approved in writing by the Contracting Officer.

Contracts from this BPA shall provide the government quality assurance at the source. The Government, through the USDA Agricultural Marketing Service (AMS) or USAID contractor shall weigh, audit, inspect, and test the product offered in performance of a Purchase Order. In addition to internal quality assurance systems as indicated below, the contractor shall submit samples to USDA/AMS laboratories or an entity identified by USAID for both nutritional and microbiological compliance as established below.

a. Inspections and audits. Prior to any award of Purchase Order, suppliers should have demonstrated sound quality and food safety programs, through written quality programs and a letter expressing their commitment to the highest quality and food safety standards through the provision of appropriate supplier's Certificate of Analysis (CoA). The USG usually carries out comprehensive audits annually, as well as unannounced routine inspections. Suppliers are expected to have and use a system for ensuring release and delivery of conforming products.

BPA holders with unresolved findings or unsatisfactory ratings from inspections of their manufacturing facilities, or whose food safety and quality status letter has expired, been suspended, or revoked, may not be eligible for individual purchase orders. Furthermore, they will remain ineligible to receive individual purchase orders until such time as the findings have been resolved to the satisfaction of the Contracting Officer or the relevant certifications have been reinstated.

b. Sampling and testing. Comprehensive testing including all the parameters in the commodity specification shall be carried out during start up (in new or first time producing facilities) and annually thereafter. For purposes of ongoing testing, on a daily basis and reported on a per lot basis, the parameters in Section 4: Analytical Requirements of the Commodity specification shall be monitored for nutritional and microbiological compliance.

c. The Contractor shall be held responsible for any products found at final destination points to have latent defects that are determined to be the fault of the supplier.

d. The Contractor shall permit USAID, or any other representative as may be designated by USAID, to have access to the manufacturing facilities of the Goods, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the Goods. The Contractor shall provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary. USAID may contract a third party inspector

to conduct quarterly inspections of product packaging and quality. USAID reserves the right to reject any Goods that do not conform to the required specifications.

e. The Contractor shall implement an internal auditing process as part of their Quality System and shall provide USAID with results upon request. The Contractor shall inform USAID whenever there is a significant change in their main processes, major manufacturing issues, or change of manufacturing site that could affect the quality of the product or any relevant outcome from internal audits, or third party audits which would reflect differences in the ability of the contractor to comply with USAID requirements both in terms of expected food safety, quality and delivery timeframe. Particularly, the Contractor shall inform USAID of any human pathogen finding in the facility, along with corresponding corrective actions.

3. SHELF LIFE. Unless specifically authorized in writing by USAID Contracting Officer, products must be of fresh production e.g., less than 4 months old at the time of issuance of Purchase Order.

4. STORAGE. The contractor shall have the capability to store the procured RUF for up to 60 days past the contracted availability date offered in the Purchase Order in case there are delays due to logistics challenges on the side of the government, which shall be included in the offer price.

5. DELIVERY AND SHIPPING. Deliverables shall be submitted in accordance with terms stated in an individual Purchase Order. Deliverables shall include a Certificate of Analysis (CoA) including both microbiological release criteria as well as nutrition compliance as stated in Table 4.1 and Table 4.2 of the most recent USAID RUSF/RUTF specification.

The contractor shall prepare or make available standard shipping documents (packing lists, certificates of origin, etc.) to permit the government or its agent or transport company to export and transport the RUTF/RUSF from the country of origin. The contractor shall coordinate with the freight forwarding company to arrange for the timely pickup of the commodities after the Contractor has loaded them for delivery.

RUTF/RUSF shall be packaged and boxed in such a manner as to preclude damage to the RUTF/RUSF contents during international air or ocean transport.

As specified in individual transactions, items are to be made available FOB Origin, unless otherwise agreed in writing between the parties. Inspection and acceptance shall be conducted in accordance with the U. S. Federal Acquisition Regulations clause FAR 52.246-2 Inspection of Supplies – Fixed price.

All orders and deliveries and documents under this agreement shall be accompanied by written Purchase orders that contain the following information:

- (i) Standard Form 1449 with the BPA number.
- (ii) Name of supplier.
- (iii) Date of purchase.
- (iv) Purchase or Contract number.
- (v) Itemized list of supplies or services to be furnished.
- (vi) Quantity.
- (vii) Date of delivery and delivery point.
- (viii) Funding and Accounting Information.
- (ix) All purchase orders which may be issued under this Blanket Purchase Agreement will be subject to and include the terms and conditions contained herein.

6. CONTAINER AND PACKAGING REQUIREMENTS: USAID requires markings identified in [https://www.usaid.gov/sites/default/files/documents/1869/USAID\\_GSM-02\\_04\\_2020.pdf](https://www.usaid.gov/sites/default/files/documents/1869/USAID_GSM-02_04_2020.pdf), “USAID Graphic Standards Manual and Partner Co-Branding Guide”.

USAID may accept commercially branded products if specified in an individual BPA call. Purchase orders will specify whether USAID branding is required for cartons or individual sachets or both as well as whether the branding information must be printed directly on the packaging. Marking and branding arts must be approved in writing by USAID. Other packaging requirements must comply with Sections 6 and 7 of USAID RUFs Single Specification. Per the RUF Single Specification, packaging must include QR codes for traceability purposes.

**[END OF SECTION 2]**



## SECTION 3 –ORDERING

### 3.1 CALL ORDER PROCEDURES

**PURCHASE ORDERS:** The government may enter into an agreement with one or more firms. If more than one firm is selected for this BPA, the Contracting Officer will provide each firm a fair opportunity to be considered for individual purchase order in accordance with FAR 8.4.

Purchase Order Forecasting will be issued quarterly and will be based on signed and planned agreements with implementing partners. These forecasts will give suppliers a more concrete idea of USAID's plans for the quarter; however, they are for planning purposes only and do not guarantee quantities or purchases.

Competition of each purchase order will occur among the BPA holders as established by the BPA ordering procedures in accordance with FAR Part 8.405-3(c). Factors such as (but not limited to) price, past performance on prior purchase orders issued outside and under this BPA (quality of deliverables/services/ timeliness, and cost control), and potential impact on other orders placed with the contractor (e.g. capacity issues) may be considered in determining award of individual purchase orders.

For orders below the simplified acquisition threshold USAID will not be required to follow the procedures but will likely follow the procedures below. At a minimum the Contracting Officer will provide a fair opportunity to be considered for each order IAW FAR 8.405.

- (1) Provide an RFP to all BPA holders offering the required supplies under the multiple-award BPAs, to include a description of the supplies to be delivered or the services to be performed and the basis upon which the selection will be made (determination factor may include price, technical, and past performance);
  - (2) Afford all BPA holders responding to the RFP an opportunity to submit a quote; and
  - (3) Fairly consider all responses received and make award(s) in accordance with the selection procedures.
- 

a. The CO will ensure that Fair opportunity is given throughout the life of the agreement. Call order shall be requested from all BPA holders.

- b. The Contractor selected for BPA call order is required to acknowledge receipt of the request via electronic address
- c. BPA holders not interested in the call order shall send a no bid indication to the requesting Contracting Officer after receipt of the requirement. If the Government does not receive a response within this closing the Government will consider this to be a no bid response.
- d. Call order bids must be submitted via the means specified in the BPA Call order.
- e. Only services or supplies awarded under the BPA can be ordered by a Call order.

### **3.2 CALL ORDER PERIOD OF PERFORMANCE**

CO will specify the period of performance of the call order at the time of award.

### **3.3 CALL ORDER ACCEPTANCE**

- a. Upon acceptance of the call order the Contractor must be ready, willing, and able to commence performance and complete assignment(s) within the designated performance period.

### **3.4 CALL ORDER DELIVERY REQUIREMENT**

All shipments under the agreement, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- a. Name of supplier:
- b. BPA number:
- c. Call Order number
- d. Date of purchase:
- e. Call number:
- f. Itemized list of supplies or services furnished:
- g. Quantity, unit price, and extension of each item,
- h. Date of delivery or shipment.
- i. Delivery terms.

### **3.5 CALL ORDER DELIVERABLES**

- a. Deliverables will not be considered final until inspected and accepted by cognizant official (CO or COR).

### **3.6 LATE DELIVERY**

The contractor shall notify the Call Order COR and the Call Order CO as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the notification the rationale for late delivery, the expected date for the delivery. The CO will review the notification and will



provide guidance to the contractor. Notification of late delivery can serve as grounds for the Government to terminate the call order and/or the BPA and in no way limits the Government right to remedies.

### **3.7 INVOICE REQUIREMENT**

Invoicing for Call Orders shall be submitted in accordance with the BPA terms and conditions, Call Order clauses and requirements. Invoicing may commence upon acceptance of each or all deliverables by an authorized official

Invoicing shall include all supporting documents for the invoiced amount.

### **3.8 BRANDING AND MARKING REQUIREMENT**

To comply with the requirement in ADS 320.1, that all USAID-funded foreign assistance must be branded through use of a “Branding Strategy” and marked through use of a “Marking Plan,” employees involved in program/project or activity implementation must ensure that implementing partners communicate that the assistance is from the American people.

#### **AIDAR 752.7009 – MARKING (JAN 1993)**

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

#### **Branding Policy**

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID ADS 320.3.2 “Branding and Marking in USAID Direct Contracting” at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

## SECTION 4 – CONTRACT ADMINISTRATION DATA

### 4.1 CONTRACTING OFFICER

For the BPA:

Prince Boateng  
U.S. Agency for International Development  
Office of Acquisition and Assistance, Transportation Division  
1300 Pennsylvania Ave, NW  
SA 44, Room 859  
Washington, DC 20523  
Email: pboateng@usaid.gov

For Call Orders:

[To be determined at the time of BPA establishment]]  
U.S. Agency for International Development  
Office of Acquisition and Assistance  
Attn: [insert Issuing Office Symbol and room number]  
[Insert complete street address]  
Email: [insert email address]

The Contracting Officer executing the individual BPA Call order and the Call order COR will retain cognizance of contract administration for Call order.

### 4.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Contracting Officer's Representative (CORs) may be appointed at the Call Order level by the ordering Contracting Officer. The COR is the individual within the technical office who has overall technical responsibility for efforts. The COR supports the CO during administration of the BPA and/or call order issued thereafter.

The designated COR is:

Pamela Cohen  
U.S. Agency for International Development  
Bureau for Humanitarian Assistance  
Attn: Office of Field and Response Operations, Supply Chain Management Division  
555 12th St NW Suite 900  
Washington, DC 20004  
Email: pcohen@usaid.gov

### 4.3 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary points of contact are Pamela Cohen ([pcohen@usaid.gov](mailto:pcohen@usaid.gov)) and Prince Boateng ([pboateng@usaid.gov](mailto:pboateng@usaid.gov)). All communications with USAID shall go through these points of contact.

#### 4.4 PAYING OFFICE

The contractor must submit invoices to the payment office as indicated below:

The BPA holder will submit one proper invoice, on a SF-1034 to USAID/W, Financial Management Office, copy the COR. Invoices can be submitted electronically.

Invoices for USAID Washington Office/Bureau must be submitted to the payment office at the following email address: [EI@USAID.GOV](mailto:EI@USAID.GOV) to the Office of Financial Management (M/FM/CMP) and copy to the COR and CO. The Subject Line must include Contractor Name, Award#, Invoice#.

The Office of Financial Management Office will proceed to payment of each order upon receipt of the invoice approved by the COR and accompanied by a receiving report. Under no circumstances will any invoice exceed the dollar amount (ceiling price) for any funded order without prior Contracting Officer Approval. For more detailed information about invoices and payment, see the FAR clause 52.212-4, paragraph (g), "Invoice."

#### 4.5 INVOICES

- a. Invoices shall include the following:
  - (i) Company name and address
  - (ii) Invoice date and number
  - (iii) Contract number, contract line item number, and the order number
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
  - (vi) Terms of any discount for prompt payment offered
  - (vii) Name and address of official to whom payment is to be sent
  - (viii) Name, title, and phone number of person to notify in event of defective invoice
  - (ix) Certificate of Analysis shall be included with submission
  - (x) Invoice documents and submission email shall be identified with BPA Call number and metric tonnage
- b. When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated to the extent possible to minimize the administrative burden on USAID, provided that—
  - (i) A consolidated payment will be made for each specified period (shipment, line item, or Purchase Order);
  - (ii) The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later;

- (iii) Total amount invoiced for deliveries under a Purchase Order shall equal the total amount for the Purchase Order. Within each Purchase Order, the total amount invoiced for each line item shall equal the amount for that line item in the Purchase Order.

#### **4.6 ACCOUNTING AND APPROPRIATION DATA**

[To be filled on issued Call Order]

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Expanded Object Class Code (EOCC):

Amount Obligated:

#### **4.7 CONTRACTOR'S PAYMENT ADDRESS**

[To be filled on issued Call Order]

**[End of Section 4]**

## SECTION 5- BPA REQUIREMENT

### 46.706 WARRANTY TERMS AND CONDITIONS.

#### 5.1 CLAUSES INCORPORATED BY REFERENCE

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

#### CONTRACT CLAUSES

##### A.I.D. Acquisition Regulation (48 CFR Chapter 7) Clauses

NUMBER	TITLE	DATE
752.202-1	Definitions	JAN 1990
752.211-70	Language And Measurement	JUN 1992
752.242-70	Periodic Progress Reports	OCT 2007
752.7006	Notices	APR 1984
752.7009	Marking	JAN 1993
752.7025	Approvals	APR 1984

##### FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
52.203-3	Gratuities	Apr 1984
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.204-19	Incorporation by Reference of Representations and Certifications, in solicitations and contracts	Dec 2014
52.212-4	Contract Terms and Conditions—Commercial Items	Oct 2018
52.232-1	Payments	Apr 1984
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Aug 2011

52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.247-5	Familiarization with Conditions	Apr 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	Apr 1984
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984

**5.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)**

1. (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - a. (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - b. (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).
  - c. (3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).
  - d. (4) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).
  - e. (5) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
2. (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_ X \_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#))).

\_ X \_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

\_ X \_ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

X   (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

  X   (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).

       (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([41 U.S.C. 2313](#)).

       (10) [Reserved].

       (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) ([15 U.S.C. 657a](#)).

       (ii) Alternate I (*Nov* 2011) of [52.219-3](#).

       (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

       (ii) Alternate I (*Jan* 2011) of [52.219-4](#).

       (13) [Reserved]

       (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov* 2011) ([15 U.S.C. 644](#)).

       (ii) Alternate I (*Nov* 2011).

       (iii) Alternate II (*Nov* 2011).

       (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June* 2003) ([15 U.S.C. 644](#)).

       (ii) Alternate I (*Oct* 1995) of [52.219-7](#).

       (iii) Alternate II (*Mar* 2004) of [52.219-7](#).

       (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

       (17) (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug* 2018) ([15 U.S.C. 637\(d\)\(4\)](#))

       (ii) Alternate I (*Jan* 2017) of [52.219-9](#).

       (iii) Alternate II (*Nov* 2016) of [52.219-9](#).

       (iv) Alternate III (*Nov* 2016) of [52.219-9](#).

       (v) Alternate IV (*Aug* 2018) of [52.219-9](#)

       (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov* 2011) ([15 U.S.C. 644\(r\)](#)).

       (19) [52.219-14](#), Limitations on Subcontracting (*Jan* 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

       (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Nov* 2011) ([15 U.S.C. 657f](#)).

\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul* 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).

\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).

\_\_ (25) [52.222-3](#), Convict Labor (*June* 2003) (E.O. 11755).

\_ X \_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan* 2018) (E.O. 13126).

\_\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

\_ X \_ (28) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O. 11246).

\_ X \_ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).

\_\_ (29)(i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).

\_\_ (ii) Alternate I (*July* 2014) of [52.222-35](#).

X \_\_ (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C. 793](#)).

\_\_ (ii) Alternate I (*July* 2014) of [52.222-36](#).

\_\_ (31) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).

\_ X \_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).

\_ X \_ (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (34) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (*May* 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

\_\_ (38) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).

\_\_ (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).

\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).

\_\_ (41)

\_\_ (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).

\_\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

\_\_ (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).

\_\_ (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).

\_ X \_ (45) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).

\_\_ (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).

\_\_ (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_ (ii) Alternate I (*May 2014*) of [52.225-3](#).

\_\_ (iii) Alternate II (*May 2014*) of [52.225-3](#).

\_\_ (iv) Alternate III (*May 2014*) of [52.225-3](#).

\_\_ (48) [52.225-5](#), Trade Agreements (*Aug 2018*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_X\_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June* 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov* 2007) ([42 U.S.C. 5150](#)).

\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov* 2007) ([42 U.S.C. 5150](#)).

\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb* 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_X\_ (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan* 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) ([31 U.S.C. 3332](#)).

\_\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) ([31 U.S.C. 3332](#)).

\_\_ (57) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C. 3332](#)).

\_\_ (58) [52.239-1](#), Privacy or Security Safeguards (*Aug* 1996) ([5 U.S.C. 552a](#)).

\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan* 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_ (60) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (*Apr* 2003) of [52.247-64](#).

\_\_ (iii) Alternate II (*Feb* 2006) of [52.247-64](#).

3. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).

\_\_ (2) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).

\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_ X \_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

\_ X \_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).

\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)).

4. (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (v) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (vii) [52.222-26](#), Equal Opportunity (*Sept*2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).  
(B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (*Jan*2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (*Jan 2017*) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **5.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

1. (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

3. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (years).

(End of clause)

### **5.4 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

### **5.5 ELECTRONIC PAYMENTS SYSTEM**

#### **1. Definitions:**

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instruments to the designated payee
- b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
  - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
  - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

[End of Provision]

## **5.6 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

(a) Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

(2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding

administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(a) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

[End of Provision]

## **5.7. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)**

**a) Definitions**

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at

<https://sites.google.com/site/usaaidipnforacquisitions/>.



“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the contractor acknowledges the requirement to:

(1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and

(2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form:

contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature.

The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

[End of Provision]

## **5.8 NONDISCRIMINATION (JUNE 2012)**



FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices. USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

[End of Provision]

## **5.9 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

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

[http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf).

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

## **5.10 52.217-8 Option to Extend Services.**

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

### **Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

## 5.11 52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

### Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

[End of Provision]

## SECTION 6 – NOTICE TO OFFERORS INSTRUCTIONS, EVALUATION OF QUOTES

### 6.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

NUMBER	TITLE	DATE
52.204-7	System for Award Management	Oct 2018

52.212-1	Instructions to Offerors—Commercial Items.	Oct 2018
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## 6.2 SUBMISSION/DELIVERY INSTRUCTIONS

(a) E-mail is the only acceptable method for submission of proposals. Hand delivered proposals (including commercial courier) and facsimile transmission WILL NOT BE ACCEPTED. Proposals and modifications thereto, must be submitted by e-mail to: Prince Boateng, [Pboateng@usaid.gov](mailto:Pboateng@usaid.gov) and [jdegeorge@usaid.gov](mailto:jdegeorge@usaid.gov)

(b) Quotation Due Date and Time – The deadline is on the first page of the Request for Quote. Late proposals will not be considered except in accordance with FAR guidelines.

(c) Questions - Questions and /or request for clarifications regarding this RFQ must be sent in MS Word format via e-mail to: Prince Boateng, [Pboateng@usaid.gov](mailto:Pboateng@usaid.gov) and Joshua Degeorge, [jdegeorge@usaid.gov](mailto:jdegeorge@usaid.gov). The deadline for receiving questions is on the first page of the Request for Quotation. No questions will be accepted after this date. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFQ, this solicitation must be amended. Oral instructions or explanations given before the award of the contract resulting from this solicitation must not be binding. All questions received by USAID and responses to these questions will be posted on [www.fbo.gov](http://www.fbo.gov).

(d) Preparation of e-mails containing Offeror Quotations:

1. Each e-mail must be 4MB or less in size
2. Offerors must provide quotations in compatible MS Word (or PDF with Optical Character Recognition) and budgets as text accessible, Unlocked Excel spreadsheets.
3. Zipped files will not be accepted.
4. The subject line of the e-mail must state the solicitation number, Offeror name and the desired sequence of multiple attachments (e.g. "no. 1 of 4", etc.). The following is an example of the subject line of an e-mail for submission of the quotation, "Insert RFQ No, Smith Co, Tech, Email 1 of 5."

(e) The designated office or Government installation for receipt of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any quotation not received by the closing date and time will be handled in accordance with FAR 52.215-1.

(f) Government Obligation - The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay to costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

## 6.3 GENERAL INSTRUCTIONS

Technical submission shall clearly demonstrate an understanding of both general and specific requirements, as well as convey the Contractor's capability for transforming its understanding into successful performance under a BPA Call Order, if any, issued under the terms of a BPA resulting from the RFQ.

See Federal Acquisition Regulation clause 52.212-2 "Evaluation – Commercial Items." The following

factors shall be used to evaluate offers:

**FACTOR 1:** Technical Acceptability

**FACTOR 2:** Price

**FACTOR 3:** Past Performance

## A. EVALUATION OF PROPOSALS

- 1) This section is intended to explain the rationale and precise criteria by which proposals submitted in response to this solicitation will be evaluated. All proposals shall be evaluated solely against the evaluation criteria set forth in the BPA.
- 2) Proposals which meet all applicable requirements of the solicitation will be evaluated in accordance with the specific factors and subfactors (see below) in order to determine which proposals will be considered in the competitive range, if applicable, and selected as a source by the Government.
- 3) The source selection process will utilize the Best Value Continuum (FAR 15.101) for the evaluation of offers and the selection of offerors to receive awards. The best value continuum is a process that permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal.
- 4) The Government reserves their right to reject any or all proposals if such action is deemed in the Government's best interest. The Government may waive information and minor irregularities in proposals received.

## B. BASIS FOR AWARD

- 1) Best value. The Government intends to award a BPA resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the BPA.
- 2) Relative Importance of Evaluation Factors. Each technical evaluation factor is approximately equal to price, and together the technical evaluation factors are significantly more important than the price. The technical evaluation factor includes management approach, quality control, technical approach, experience, and production capacity. The Technical evaluation factors when combined, are more important than past performance. Price is more important than past performance.
- 3) Evaluation of Price. The evaluation of price will be in accordance with provision 452.216-72 Evaluation
- 4) Discussions. The government intends to make one or more awards after discussions with offerors within the competitive range.
- 5) Multiple Awards. The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so. (See provision 52.215-1.)

## C. EVALUATION FACTORS FOR AWARD

### FACTOR 1: Technical Acceptability

#### 1. Management approach

Offeror's comprehensive management approach will be used to evaluate its ability to satisfy the Government's requirements under BPA awarded from this solicitation. Management approach includes organizational structure, lines of authority, staffing plan, subcontracting plan (if applicable), strategic supplier plan (if applicable), and implementation plan for this BPA.

#### 2. Quality control

Offeror's quality control approach will be used to evaluate its ability to satisfy the Government's requirements under contracts awarded from this solicitation. This includes quality system plans and processes, certifications, measures taken in response to audit findings, and product testing to produce required commodities that are safe for human consumption.

#### 3. Technical approach

Offeror's comprehensive technical approach will be used to evaluate its ability to satisfy the Government's requirements under contracts awarded from this solicitation. This includes all facets of the food manufacturing process, from product specifications, delivery and speed of response.

#### 4. Experience

Offeror's experience in manufacturing RUTF/RUSF and other emergency food products including, fortification and/or blending of food, will be used to evaluate its ability to satisfy the Government's requirements under contracts awarded from this solicitation. Offeror shall describe the extent of its experience manufacturing and shipping products under NAICS code 311340, as well as willingness to reasonably adapt to newer and more evidence-based government manufacturing practices and specifications.

#### 5. Production Capacity

Offeror shall provide their rate of production (production schedule) of each type of product offered.

### FACTOR 2: Price

The government shall conduct a price evaluation of all technically acceptable offers with satisfactory performance.

### FACTOR 3: Past Performance

This criterion will be used to evaluate the quality of the offeror's past performance relevant to this BPA.

In determining the score for this evaluation factor, USAID may also rely upon information from other government agencies, USAID implementing partners, better business bureaus, published media, and electronic databases. USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

The contractor performance information will be evaluated in accordance with the elements below:

1. Quality of product or service, including consistency in meeting goals and targets;
2. Schedule, including the timeliness against the completion of the contract, purchase orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
3. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), willingness to work with customer and reasonably adapt to newer manufacturing evidence-based practices and specifications, customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements; and
4. Findings from recent (i.e. within three years of the date of issuance of this solicitation) audits and/or food safety inspections.

NOTE: In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance and must receive a "neutral" score. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's past performance.

Rejection of Unrealistic Offers: The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, or are unbalanced, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

Source Selection Decision: The government shall select the source based upon a best value evaluation of the offeror's technical acceptability, satisfactory past performance and price. All evaluation factors other than cost or price, when combined, are significantly more important than price.

#### D. SUBMISSION OF PROPOSALS

Late proposals will not be considered except in accordance with FAR guidelines.

All vendors must submit their technical and price proposals (separate technical and price proposals) on company letterhead that contains the company's full name, address, telephone numbers, email addresses, and point of contact. The proposal must also list the company's Tax Identification Number (TIN), Data Universal Numbering System (DUN), and Small Business Filing Status, if applicable.

The technical proposal must provide a technical description of the items being offered, in sufficient detail to evaluate compliance with the requirements in this BPA. This may include product literature, or other documents, if necessary. However potential contractors are not to send brochures as their proposal.

The proposal should follow these guidelines:

**Part I – Cover Letter**

**Part II – Technical Proposal**

- Management Approach
- Quality Assurance
- Technical Approach
- Experience
- Production Capacity

**Part III – Price Proposal**

Vendors must include an itemized quote that is in accordance with this BPA. Price elements must be separately listed

as single line items;

- Item number
- Item description
- Quantity
- Unit
- Unit price

The offeror shall also fill in the BPA price schedule below and return this entire BPA, signed with their proposal.

LINE ITEM	Commodity	Unit of Issue	Size	EST. ANNUAL QTY.	Shipping Location	FOB ORIGIN UNIT PRICE
CLIN 001	RUTF	Each	1(one) nmt 1(one) carton	10,000 nmt	Contractor's Origin	\$ _____ \$ _____
CLIN 002	RUSF	Each	1(one) nmt 1(one) carton	13,000 nmt	Contractor's Origin	\$ _____ \$ _____

#### Part IV – Past performance

Past performance references must be submitted using attachment 2, Form – Performance Rating Form from the contractor references directly to the contracting officer via email ([Pboateng@usaid.gov](mailto:Pboateng@usaid.gov) , and CC [pcohen@usaid.gov](mailto:pcohen@usaid.gov)

by closing of this solicitation – The contractor shall also submit past performance information with its proposal in accordance with the following:

1. List in an annex to the technical submission up to Three (3) of the most recent and relevant contracts for efforts similar to the work in this solicitation. The most relevant indicators of performance are contracts of similar scope of work and how recently they were performed (within the last three years).
2. For each of these contracts, list the relevant information contained in the Contractor Performance Report – Short Form.

NOTE: USAID recommends that offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when requested by USAID.

3. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken as required by FAR 15.305(a) (2).

NOTE: In cases where an Offeror lacks relevant past performance history, or in which information on past



performance is not available, the Offeror will receive a “neutral” score for past performance.

#### **6.4 SELECTION PROCESS**

This procurement utilizes the Best value set forth in FAR Part 13.106.

### **SECTION 7 – ATTACHMENTS**

Attachment 1: Performance Rating Form (Please attach the past performance)

Attachment 2: Commodity Specification