

BLANKET PURCHASE AGREEMENT (BPA) - SOLICITATION

RFQ Issuance Date: 18/October/2021
RFQ Questions and Answer: 28/October/2021
RFQ Closing Date: 18/November/2021
RFA Closing Time: 5:00 PM Eastern Daylight Savings Time

Subject: Request for Quote- **Solicitation Number:** 7200AA22R00004

The United States Government (the 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) (BPA) to provide/produce, store, and deliver Non-Food Items (NFI) humanitarian relief commodities 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 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 RFQ instructions at the specified place and time.

The North American Industry Classification System ("NAICS") code for this acquisition is 624230.

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.

Offerors must register for and obtain a Data Universal Number System (DUNS) number prior to award at www.fedgov.dnb.com.

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 and Josh DeGeorge, 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
46.706 Warranty terms and conditions.	21
5.10 52.217-8 Option to Extend Services.	34
5.11 52.217-9 Option to Extend the Term of the Contract.	34
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 (BHA) is issuing the Blanket Purchase Agreement (BPA) 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 humanitarian relief NFIs during the agreement period of performance. The essence of this agreement is to have (a) contractor(s) produce, store, and deliver NFIs for USAID BHA upon award of a Purchase Order (otherwise and interchangeably referred to herein as BPA Call Order).

NFIs delivered under this BPA shall conform to the latest USAID BHA specification attached to this solicitation or as otherwise specified in any modification the Contracting Officer required in writing. This agreement does not require the contractor to produce and store commodities in anticipation for award. However NFIs may be produced and stored at the contractor/vendor's facility until USAID issues a purchase order for immediate release.

As USAID BHA NFI specifications adhere to generally accepted and used international standards for such commodities, which are purchased by other governmental and non-governmental entities, any non USAID branded balance of NFIs 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. The NFIs 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 BPA will not obligate USAID 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). USAID intends to purchase commodities and manage transport of goods from the manufacturer's warehouse and deliver to the program location (contractors will be asked about their transport capacity in Section 2). 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 USAID 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). USAID intends to purchase commodities and manage transport of goods from the manufacturer's warehouse and deliver to the program location (contractors will be asked about their transport capacity in Section 2). 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 USD**. 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/order shall be \$7,500,000.

- d. Individuals authorized to purchase under the BPA are the Contracting Officers (CO) 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. USAID 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. USAID BHA will organize third-party inspections of ordered commodities, and the Contractor is responsible to coordinate with inspectors and make any corrections required (see Section 2). 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:

Offerors shall submit indicative prices in USD with their submission to this solicitation. Pricing and Technical offers must be submitted separately from each other; in other words, the Technical offer must not include prices on them (see Section 6). After BPA(s) are awarded, the Contractors will submit prices for supplies at time of BPA call; these prices will be used for the call/purchase order. The prices to the USAID 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. See Section 2 Statement of Work for different product and pricing options and Section 7 Attachment Pricing.

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 submit the final invoice to ei@usaid.gov, 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 agreed-upon delivery date on each individual purchase order (can be a time period after proofs/samples are approved, if applicable, and production starts)..

- 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 USAID liquidated damages of \$1000 per calendar day of delay.
- b. If USAID 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 USAID 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 USAID under this BPA, and to be delivered, meet all the requirements stated in Section 2. 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

Offeror's Name and Signature

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 (USAID), Bureau for Humanitarian Assistance (BHA) is the lead United States Government (USG) coordinator for international disaster response. USAID BHA responds to humanitarian conditions caused by natural disasters and complex emergencies around the world. The ability to quickly respond to international emergencies is dependent on having timely access to relief commodities. To accomplish this, USAID BHA ensures response readiness by maintaining stockpiles of relief commodities in strategic locations worldwide and coordinating the distribution of these supplies. While BHA supplies both food and Non-Food Items (NFI), this solicitation is for the supply of NFIs, which often support people affected by rapid onset disasters including earthquakes, volcanic eruptions and floods, as well as slow-onset crises, such as drought and conflict.

USAID 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 production, packaging, branding, and readying for transport of Non-Food Items (NFIs) used in humanitarian assistance, as described in detail in Section 2. 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 USD**), through which future Purchase Orders could easily be issued. USAID may award one or more BPAs to one or more firms, and one or more NFI commodities may be included on each BPA. Purchasing of these supplies will occur when Call Orders (or Purchase Orders) are issued under an awarded BPA. The selected BPA holders must be able to perform all activities specified in Section 2 in support of USAID programs.

Based on each Call Order, the contractor will produce and supply NFI commodities, accept USAID BHA's quality inspection by BHA-selected inspector, store finished commodities for up to 60 days after order completion, and coordinate with BHA-selected freight forwarder for dispatch from its premises. All associated costs to supply these commodities Ex-Works, including, but not limited to, loading, unloading, transport, (re-)packing, labeling, coordinating/receiving inspection, will be borne by the Contractor and included in the offer. Though this is optional and must **not** be included in product unit price in the offer, offerors may indicate their general capability to transport their products worldwide. The nature of USAID/BHA's emergency relief work means that any successful Contractor will need to be reachable on short-notice and able to respond within 24 hours.

Offerors may bid for one, some, or all of the NFIs specified herein. USAID may issue more than one award to one or more Contractors, and one or more NFI commodities may be included on each BPA.

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/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

Historically USAID has procured approximately \$1-3 million annually of the NFIs listed on this solicitation. USAID intends to procure nearly all of its NFIs through this BPA. However, this BPA does

not obligate USAID to use this contract instrument to procure NFIs.

2.2 STATEMENT OF WORK

2.2.1. GENERAL:

This Blanket Purchase Agreement is issued to establish arrangements for ordering, storage, and billing to cover NFIs during the agreement period of performance. The essence of this agreement is to have a contractor produce/supply NFIs for USAID BHA upon award of a Purchase Order. NFIs supplied under this BPA shall conform to the latest USAID BHA requirements attached to this solicitation or as otherwise specified in writing in any modification the Contracting Officer requires.

If Offerors are offering supplies/services with any modifications to BHA Requirements stated in Section 2.2 and Section 7 Attachments for each NFI's Technical Requirements, you must clearly state so in your offer--state your modification against the original BHA Requirement. If Offerors are offering supplies/services with no modifications to BHA's Technical Requirements, please clearly state this in your offer.

Pricing and Technical offers must be submitted separately from each other; in other words, the Technical offer must not include prices on them (see Section 6).

Manufacturing processes and locations: Offerors should demonstrate minimum 1-3 years' experience of directly managing/overseeing the manufacturing process and product development of NFIs that are listed and solicited on this RFQ. Offerors should provide a list of manufacturing/factory facilities (indicate whether owned or contracted), including the name of the facility/owner, the city/country of the facility, and commodities produced at that facility.

Environmental sustainability: It is strongly preferred that material for packaging is derived from sustainable materials such as: bio-based polymers analogous to petroleum-derived ones and/or verified post-consumer recycled content. For example:

- cardboard boxes: recyclable, not laminated
- packaging tape: self-adhesive paper tape to be used wherever possible
- plastic shrink wrap and strapping: clear bio-based or compostable stretch-wrap and bio-based banding straps. No opaque stretch-wrap is to be used
- ink: solvent-based indelible

Specify general options in the offer and whether or not pricing differs for these options.

In addition to environmentally sustainable packaging, if offerors are able to provide NFI products that have partial/whole composition from recycled/bio-based content, please specify these options and their corresponding prices in your offer (technical and price offers must be submitted separately).

See Section 7 for detailed preferred criteria for submission.

Traceability: It is strongly preferred that offerors generate and print QR codes on products, either directly on packaging/product, or print as sticker and stick on packaging/product. The successful contractor(s)

may be asked to generate, print, stick/label the product's primary/secondary packaging with the code; no additional tracking requirements will be asked of the contractor(s) under the terms of this BPA's purchase orders. Possible data points to embed in code are: Purchase Order #, Contract #, Supplier Name, Commodity name/unit, Batch/Lot # if applicable, Expiry date if applicable.

- If the commodity is a kit with multiple individual items placed inside a carton box, or plastic bag, the QR code would be placed on the kit package (box or bag).
- If the commodity is a blanket or plastic sheeting, that is packed in bales, the QR code would be placed on individual blankets/plastic sheeting pieces.
- If the commodity unit is large like a roll of plastic sheeting 4x60m, the QR code may be printed on the individual roll and/or pallet label and/or one printing along each 4x6m segment.

Further details would be provided in subsequent BPA Call Orders, depending on the commodity. Offeror should specify clearly in its offer whether they can generate, print, and label/stick products with QR code (and which option: stickers, or printing directly on product/packaging, or both).

Sample submission for short-listed offerors: short-listed offerors will be required to mail 5 samples of each product to addresses in the U.S. (possibly multiple addresses).

Sample approval before production (for subsequent Call Orders for successful contractors): Upon award of an Order, the initial sample of 10 units must be manufactured and available for USAID team(s) to review and approve before full production is authorized. USAID will provide location(s) to the contractor for sending the samples. The contractor must include the shipping cost of the samples in their offer. Once initial samples are approved, and production begins, the contractor must make the first pallet available for review and approval by USAID prior to packaging the rest of the material.

Production lead times: Contractor is to begin production of commodities within 5 business days of receiving an Order (after sample approval) or on the date pre-agreed with USAID Contracting Officer.

Communication and status updates: Contractor will be required to provide USAID with regular (weekly) email updates clearly stating forecast order readiness, or batch quantity readiness if the order is to be split into batches, from contractor's acceptance of order to final completion of order.

Past humanitarian aid sector customers: Provide a list of your current and/or past (within 3 years) humanitarian aid sector customers/references, including which commodity you supplied, to which country.

Please see each commodity's specific Technical Requirements in Section 7 Attachments.

2.2.2. QUALITY ASSURANCE:

NFIs supplied under this BPA must comply with the most recent version of USAID specifications at the time of each Purchase Order (statement of work will be provided for each BPA Call). Orders from this BPA shall provide USAID quality assurance at the source; offerors should describe the measures and procedures in place to uphold the quality of goods produced. Responses may include, but are not limited to, policies and procedures for quality management, procedures for self-inspection, evidence of audits, inspections and test results, and measures designed to ensure the same standards for downstream

suppliers. In addition, contractors must provide in their offer: supporting documentation specifying the material and physical specifications of the commodities, including valid/up-to-date raw material certification, composition information of the all materials used, relevant/valid certificates of analysis, copy of ISO certification.

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 product quality 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 in product quality and delivery timeframe. Particularly, the Contractor shall inform USAID of any human pathogen finding in the facility, along with corresponding corrective actions.

Please see each commodity's specific quality requirements in Section 7 Attachments.

2.2.3. INSPECTION:

USAID BHA will arrange third-party inspection for each order; the inspector will weigh, measure, inspect, and test products offered in performance of a Purchase Order. The Contractor is responsible for sharing a production schedule with USAID to facilitate a number of inspections by a 3rd party inspector of USAID's choosing or USAID staff. The contractor must coordinate with and allow access to USAID's designated inspection representative(s) during any stage of an Order, for timely completion of inspections. The contractor shall acknowledge any Inspection Report findings within one (1) working day of receipt. If the results of the inspection suggest that the commodities are non-compliant, Contractor outlines plans to make relevant corrections, executes corrections, and accepts repeat inspection to confirm the conformity of the commodity. USAID will not accept products not compliant with the specifications outlined in the BPA and BPA Call Order (if any) Statement of Works.

BPA holders with unresolved findings or unsatisfactory ratings from inspections of their manufacturing facilities 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.

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.

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 contracted products. The Contractor shall provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary. USAID reserves the right to reject any goods that do not conform to the required specifications.

2.2.4. STORAGE:

The contractor shall have the capability to store finished and inspected items for up to 60 days after production is complete at its facility, for scheduling pick-up with Freight Forwarder. This should be included in the offer price.

2.2.5. DELIVERY AND SHIPPING:

Deliverables shall be submitted in accordance with each Purchase Order's statement of work. The contractor is responsible for packing/wrapping, palletizing, stuffing, loading, sealing, costs prior to transportation, and possibly customs related coordination with USAID-selected freight forwarder. USAID usually issues a separate contract for transportation of the palletized goods. The pallets will be picked up from the contractor's facility; no shipping costs are to be included in this offer, but Offerors may indicate whether or not they can provide transport service (see below). 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.

Freight options: Your price offer should be EXW unit prices (including packing/wrapping, palletizing, stuffing, loading, sealing, costs prior to transportation, and possibly customs related coordination with USAID-selected freight forwarder). Generally USAID will handle transport of commodities from suppliers' premises to destination. However, please indicate whether or not you are able to provide delivery service as follows:

- **DDP Dubai**--International Humanitarian City, Dubai, UAE
- **DDP Miami**--Miami, FL 33166, USA

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.

Customs documentation: The contractor must provide USAID with all documentation and certificates to enable USAID or its agent or transport company to carry out any customs clearance and national and international transport formalities. Documentation, including but not limited to Certificate of Origin, Packing List, Invoice sent to USAID minimum 7 days in advance order of batch readiness for transport from the contractor's premises.

2.2.6. PACKAGING AND BRANDING:

Contractor is responsible for branding, packing, wrapping, palletizing goods to be ready for transport. Any options for environmentally sustainable packaging material (i.e. biodegradable,

composition includes recycled materials, reusable upon depalletizing and opening of commodities, etc) are strongly preferred. Options may be specified in the offer. Please see each commodity's specific packaging requirements in Section 7 Attachments.

Printing: All ink used to print USAID logos must be indelible or of a non-smudge nature. Ink may be black or color, depending on the specific Statement of Work issued on Call Orders. **Options for durable eco-friendly ink are preferred.** Any label printing must maintain original color and resist fading for a period of at least 1 year. Printing should be waterproof and have UV stabilized lamination. Please see each commodity's specific branding/marketing requirements in Section 2.

Palletization: It is strongly preferred that pallets are standard four-way 48" x 40" (122cm x 102cm) EU-compliant and heat-treated wooden pallets, fumigated as per ISPM 15 standards. Pallets must be stretch-wrapped with clear stretch wrap and strapped to secure goods onto pallets. **Preference for the usage of clear bio-based (PBAT) or compostable stretch-wrap and bio-based banding straps.** Only clear (transparent) shrink wrap may be used for palletization (**no** opaque shrink wrap is to be used). The palletized goods must not exceed the length and width of the pallet (packages must be stable and not overlap on the pallet sides). The assembled pallets shall be sized so that they can be double-stacked and placed 2-pallets wide in 20' and 40' shipping containers, depending on the commodity. Depending on the commodity, Contractor may offer metal pallets (steel poles), or other alternative ways of packaging **such as "caging"** for USAID's review and approval.

Pallet labels: Each packed pallet must have 4 labels attached, printed in black or color ink (to be specified at time of order), on an upper corner of each side of the pallet. A label template will be provided by USAID for the Contractor at the time of Order.

Strapping: See Section 7 Attachments for commodity-specific strapping requirements. Packages should be strapped onto pallets to be secured. **Preference for bio-based banding straps.**

Branding/Markings: USAID branding instructions can be found at this weblink <https://www.usaid.gov/branding>. Contractors must adhere to logo sizings and guidelines stated therein. See Section 7 Attachments for commodity-specific branding/marketing requirements.

2.2.7. NFI TECHNICAL REQUIREMENTS:

See Section 7 Attachments for each NFI commodity's technical requirements. You may bid for one, some, or all of the NFIs; if bidding for more than one, ensure each commodity's offer is attached as an annex to your overall technical proposal. **Ensure that technical and pricing offers are submitted separately; the technical offer should not contain prices.** See Section 6 for submission instructions.

[END OF SECTION 2]

SECTION 3 –ORDERING

3.1 CALL ORDER PROCEDURES

CALL ORDER/ PURCHASE ORDER: USAID may enter into a BPA with one or more firms. If more than one firm is selected for this BPA, the Contracting Officer (CO) will provide each firm a fair opportunity to be considered for individual Call Order (or Purchase Order, referred to herein interchangeably) in accordance with FAR 8.4.

Competition for each Call 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) product quality and adherence to BHA technical requirements, 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, including a description of supplies to be delivered or services to be performed and the basis upon which the selection will be made (determination factor may include technical, price, 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 Contracting Officer 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 e-mail.
 - 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 USAID 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 supplies/services awarded under the BPA can be ordered by a Call Order.

3.2 CALL ORDER PERIOD OF PERFORMANCE

The Contracting Officer will specify the period of performance of the call order at the time of award.

3.3 CALL ORDER ACCEPTANCE

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

Deliverables will not be considered final until inspected and accepted by the Contracting Officer or the Contracting Officer's Representative.

3.6 LATE DELIVERY

The contractor shall notify the Call Order COR and 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 USAID to terminate the call order and/or the BPA and in no way limits USAID's 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, or any successor branding policy.

[END SECTION 3]

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 (USAID)
RFQ-SOL # 7200AA22R00004

Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Ave, NW
SA 44, Room 859
Washington, DC 20523
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:

[To be determined at the time of BPA establishment]
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
Washington, DC 20004
Email: [EMAIL]

4.3 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary points of contact are Prince Boateng (pboateng@usaid.gov) and additional technical points of contact will be provided after BPA award. 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 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, extended price of items delivered
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on USAID 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 labeled 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 USAID's administrative burden, provided:
 - (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 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

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](#))).

☒ (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].

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

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

☒ (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 (*Jan2017*) ([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 (*May2014*) ([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 (*Feb2006*) ([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 30days; 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, 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, 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.

(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/usaidipnforacquisitions/>.

“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.

(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	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.204-7	System for Award Management	Oct 2018
52.212-1	Instructions to Offerors—Commercial Items.	Oct 2018

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 and 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 email to: Prince Boateng, PBoateng@usaid.gov and Joshua Degeorge, 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.

(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 desired sequence of multiple attachments (e.g. "no. 1 of 4", etc.). A sample 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

Offerors shall submit all proposals in English and USD only. The Technical and Pricing Proposals are submitted separately; the Technical Proposal does **not** include any prices. The Technical Proposal pages must be numbered and may not exceed 5 pages for general Technical capacity information (Section 2.2) and may not exceed 5 pages per each commodity offered (see Section 7 Attachments), with a font size no smaller than 11 point. Graphs or table font sizes may be no smaller than 8 point. Offerors should ensure that file size does not exceed network capacity. Excluded from the page limit are the following:

- Cover Letter
- Any annexes such as test/quality certificates, past performance, qualifications, or report samples that the offeror wishes to provide.

Offerors may use a Checklist provided in Section 7 Attachment 2 as an aid in proposal preparation.

Technical Proposal 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.

The Technical Proposal should address all points listed in Section 2.2., as well as each commodity's requirements in Section 7 Attachments, for each commodity you are bidding for. If Offerors are offering supplies/services with any modifications to BHA Requirements stated in Section 2.2 and Section 7 Attachments for each NFI's Technical Requirements, you must clearly state so in your offer--**state your modification against the original BHA Requirement.** If Offerors are offering supplies/services with no modifications to BHA's Technical Requirements, please clearly state this in your offer.

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

6.3.1. 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 this BPA solicitation.
- 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 USAID.
- 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.
- 5) Proposals that meet the requirements listed above will be shortlisted and requested to send 5 samples of each product the shortlisted offeror is bidding for to one or multiple U.S. addresses. **Shortlisted offerors must send these samples in order to undergo final evaluation and selection.**

6.3.2. 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.)

6.3.3. 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. This also includes the measures and procedures in place to uphold safeguarding considerations; responses may include, but are not limited to, policies and procedures for prevention within the workplace, training or guidance provided to staff, procedures for raising concerns, evidence of processes and capacity to investigate claims, and measures designed to ensure the same standards for downstream suppliers.

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 handling/usage. This can also include descriptions of measures and procedures in place to uphold the quality of goods produced; responses may include, but are not limited to, policies and procedures for quality management, procedures for self-inspection, evidence of audits, inspections and test results, and measures designed to ensure the same standards for downstream suppliers. Annex scans of supporting documentation specifying the material and physical specifications of the commodities, including scans of valid/up-to-date testing and analysis certificates for the raw material and material composition of commodities offerors are offering, and relevant ISO certifications.

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. The technical approach should demonstrate the offeror's expertise and how it will successfully fulfill requirements outlined in Sections 2.2 and 7 of this solicitation, including global presence, manufacturing and factory capabilities (please specify, whether owned or subcontracted and locations), speed of response, and capabilities of personnel. Offerors should clearly state whether they are offering any modifications to the BHA Requirements (state the modification clearly against the BHA requirement).

Offerors must refer to Section 2.2.1 and demonstrate their ability to directly manage/oversee manufacturing processes (including site locations) and product development, provide environmentally sustainable product and packaging options (preferred criteria), provide traceability options (preferred criteria), provide samples if shortlisted for this BPA solicitation, provide samples for BPA Call Orders if offerors are awarded the BPA, keep to production lead times, provide regular communication and status updates, and provide past humanitarian aid customers. In addition to Section 2.2.1, offers should review Sections 2.2.2 through 2.2.7 and Section 7 Attachments and demonstrate their capacity to fulfill requirements listed therein.

4. Experience

Offeror's experience in manufacturing/providing humanitarian relief NFIs 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 in manufacturing/supplying high quality products at-scale under NAICS code 624230, willingness/ability to reasonably adapt to newer, more environmentally sustainable,

and more traceable manufacturing practices and specifications requested by USAID, experience in making constant product/process improvements, providing warranty, and managing defects and customer service.

5. Production Capacity

Offeror shall provide their rate of production (production schedule) of each type of product offered and demonstrate their ability to directly manage/oversee manufacturing processes and product development.

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, evidence of supplying similar NFI commodities solicited in this RFQ, preferably to humanitarian aid sector customers, and evidence of directly managing/overseeing the manufacturing/production process and product development of NFI commodities solicited in this RFQ;
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 3 years of the date of issuance of this solicitation) audits and/or 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.

6.3.4. SUBMISSION OF PROPOSALS

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

All offerors 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--contains:

- The solicitation number
- The name, address, and telephone and facsimile numbers, email addresses of the offeror
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
- Names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Part II – Technical Proposal--contains:

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

See Section 6.3.3 for requirements for each of these components.

Part III – Price Proposal

Offerors must include an itemized quote in USD that is in accordance with this BPA, as requested in the table(s) below, for the commodities that you are bidding for. The pricing should be for the specifications that you are offering in Sections 2.2 and 7 for each NFI commodity, including packing/wrapping, palletizing, stuffing, loading, sealing, costs prior to transportation, and possibly customs related coordination with USAID-selected freight forwarder. Prices should **not** include transport costs. The offeror shall fill in the BPA price schedule below and return, signed with their proposal.

Pricing based on volume: If you have lower prices for higher volume orders, please list the price against each range of quantity.

Environmentally sustainable options: We strongly prefer offers that include product/packaging options that are composed of recycled products, biodegradable products, and/or otherwise environmentally friendly options. Please indicate whether these options would be different prices than your standing products. Details are in Sections 2.2 and 7.

Traceability: We strongly prefer offers that include creating, printing, labeling of QR codes on products. Please indicate whether this would be an additional cost. Details are in Sections 2.2 and 7.

Samples: Shortlisted suppliers will be required to send 5 samples of each commodity they are offering to one or multiple addresses in the U.S. Please indicate whether this would be an additional cost.

The table format below is one option (with which you can add columns to the right for each pricing option you are offering, if applicable). Offerors can use any format as long as pricings are clearly listed against the options and include: commodity name, unit, unit price EXW, EXW location, and any modifications to BHA requirements.

BLANKETS SYNTHETIC FLEECE 1.5X2M	
Commodity/ Unit <u>(PER SPECIFICATIONS IN SECTION 7)</u>	Price per unit EXW + city/ country of your factory/ premises
Blanket high-thermal 600gsm, PIECE	
Any additional cost for packaging+branding/marketing per Section 7, per PIECE	
Blanket medium-thermal 400gsm, PIECE	
Any additional cost for packaging+branding/marketing per Section 7, per PIECE	

PLASTIC SHEETING: ROLLS & SHEETS	
Commodity/ Unit <u>(PER SPECIFICATIONS IN SECTION 7)</u>	Price per unit EXW + city/ country of your factory/ premises

<u>Roll</u> of plastic sheeting 4x60m, ROLL	
Any additional cost for packaging+branding/marketing per Section 7, per ROLL	
<u>Sheet</u> , Plastic sheeting 4x6m, PIECE	
Any additional cost for packaging+branding/marketing per Section 7, per PIECE	

For the following **SHELTER TOOL KIT** commodities, please provide prices for both, if different:

- Items 1-12: price for each item if they are purchased in a kit
- Items 1-16: price for each item individually

	Commodity/ Unit (<u>PER SPECIFICATIONS IN SECTION 7</u>)	Quantity per kit	ITEMS 1-12 AS A KIT Price per unit EXW + city/ country of your factory/premises	ITEMS 1-16 INDIVIDUALLY Price per unit EXW + city/ country of your factory/premises
1	Rope, polypropylene, black, twisted, diameter 12mm x length 30m, <u>PIECE</u>	1		
2	Roofing nails with rubber washers, <u>KG</u>	0.5		
3	Nails for timber, large 75x3.6mm (3”), <u>KG</u>	0.5		
4	Nails for timber, small 40x2.2mm (1.5”), <u>KG</u>	0.5		
5	Tie wire galvanized dia 1.5mm, <u>25M ROLL</u>	1		
6	Hammer, carpenter head+handle, <u>PIECE</u>	1		
7	Pliers (Linemans) combination pliers + wire cutter 8”, <u>PIECE</u>	1		
8	Handsaw cross-cut, for wood, total length 550mm, <u>PIECE</u>	1		
9	Shovel, head+Y-handle, total length 100-110cm <u>PIECE</u>	1		
10	Shears, tin snips cutting pliers with	1		

	safety latch, <u>PIECE</u>			
11	Measuring tape, metric system, tailor type flexible PVC coated polyester, 3M, <u>PIECE</u>	1		
12	Bag with black drawstring to hold items 1-11. Includes content list and instructions. Logo, contents, printed in black on bag, <u>PIECE</u>	1		
	Any additional cost for packaging+branding/marketing per Section 7, per <u>KIT</u>			
13	Hoe, head+handle, <u>PIECE</u>	1	N/A	
14	Hoe, mutt hoe, head only, <u>PIECE</u>	1	N/A	
15	Machete/knife, wooden handle, <u>PIECE</u>	1	N/A	
16	Screwdriver flat head 5.5mm x150mm blade, <u>PIECE</u>	1	N/A	

For the following **HYGIENE MATERIALS**, please provide prices for both, if different:

1. Unit price for each item, for the unit specified in column A: enter this price in column B
2. Pallet unit price for each item, for the pallet unit in column C: enter this price in column D

HYGIENE MATERIALS				
	A	B	C	D
	Commodity/ Unit <u>(PER SPECIFICATIONS IN SECTION 7)</u>	Price per Unit EXW + city/ country of your factory/premises	Unit for PALLET for 100 families (see Section 7)	Price per PALLET Unit EXW + city/ country of your factory/ premises
1	Laundry soap Option: Bar 200g, <u>PACK/5</u> Option: Powder 1kg, <u>PIECE</u>	Bar option: Powder option:	Bar option: 4 boxes x 25 packs x 5 bars (500 bars) Powder option: 4 boxes x 25 bags of 1kg each (100 bags)	Bar option: Powder option:
2	Handwash soap bar 125g, <u>PACK/10</u>		4 boxes x 25 packs x 10 bars (1,000 bars)	

3	Menstrual hygiene pad (sanitary pad), disposable, <u>PACK/30</u>		4 boxes x 25 packs x 30 pads (3,000 pads)	
4	Menstrual hygiene cloth, reusable 100% soft cotton flannel, <u>PIECE</u>		4 boxes x 25 pieces (100 pieces)	
5	Menstrual hygiene pad (sanitary pad), reusable, <u>PACK/6 + carry bag</u>		4 boxes x 25 packs of 6 pads (600 pads + 100 carry bags)	
6	Women's underwear, sizes S-XL, <u>PACK/6</u>		4 boxes x 25 packs of 6 underwear (600 pieces)	
	Any additional cost for packaging+branding/marketing per Section 7		-	

Part IV – Past performance

Past performance references must be submitted using a Attachment 1 Performance Rating Form from the contractor references directly to the contracting officer via email (Pboateng@usaid.gov) by closing of this solicitation. The contractor shall also submit past performance information with its proposal as follows:

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 relevant information contained in 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.

[END OF SECTION 6]

SECTION 7 – ATTACHMENTS

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

[Attachment 2: Offer Submission Checklist \(OPTIONAL AID\)](#)

[Attachment 3: Technical Requirements for Blankets high- and medium-thermal](#)

[Attachment 4: Technical Requirements for Plastic/ tarpaulin sheeting \(rolls 4x60m and sheets 4x6m\)](#)

[Attachment 5: Technical Requirements for Shelter Tool Kit](#)

[Attachment 6: Technical Requirements for Hygiene Supplies](#)

[Attachment 7: Preferred Criteria for Environmental Sustainability Measures](#)