



**USAID**  
FROM THE AMERICAN PEOPLE

**NIGERIA**

Issuance Date: June 15, 2022

Deadline for Receipt of Questions: June 29, 2022

Closing Date: July 15, 2022

Closing Time: 16:00 PM (Nigeria Time)

**SUBJECT: Solicitation No.: 72062022R00014  
Blanket Purchase Agreement (BPA) for Financial Management and  
Oversight Support Services (FMOSS) to Strengthen Program Execution**

Dear Prospective Offerors:

The United States Government represented by the U.S. Agency for International Development (USAID) Mission to Nigeria is seeking offers from qualified firms to provide Financial Management and Oversight Support Services (FMOSS) to Strengthen Program Execution as described in the attached solicitation. This solicitation is open to all pre-qualified entities under USAID/Nigeria's List of Acceptable Audit firms.

USAID/Nigeria will establish a BPA with the qualified selected organizations. A blanket agreement is a 5-year arrangement between a purchasing organization (in this case USAID/Nigeria) with a service organization for the provision of services over a period based on predefined terms and conditions. A BPA is an agreement, not a contract. Specified order quantities are placed on "Calls" under a funded order. It is only when an order with funds obligation has been executed, that a binding contract is created out of the BPA between the government and the Contractor or service provider. The combined value of all orders placed will not exceed \$9.58M over the 5-year period. There is no minimum guarantee of work that will be offered to the Contractor.

USAID contemplates making one or more Blanket Purchase Agreements (BPA) to responsible offerors whose proposal represents the best value to the U.S. Government, in accordance with the evaluation factors outlined in Section M and may establish these BPAs without discussions in accordance with Federal Acquisition Regulations (FAR) 15.306(a). Therefore, the Offeror's initial offer must contain its best terms from a technical and cost standpoint.

All offers must be prepared in accordance with instructions contained in Section L and must be submitted no later than the closing date and time indicated above. Failure to comply with the submission date and time may deem any submission unacceptable, and it will not be reviewed or evaluated. Faxed proposals are not acceptable, nor will they be reviewed or evaluated.

The North American Industry Classification System (NAICS) code for this solicitation is 541990. The authorized geographic code for this procurement is 937.

All questions regarding this solicitation will be submitted by the date indicated above. Questions

must be submitted by email to [abujasolicitations@usaid.gov](mailto:abujasolicitations@usaid.gov) with a copy to [asadiq@usaid.gov](mailto:asadiq@usaid.gov). Questions and answers will be posted to [www.SAM.gov](http://www.SAM.gov) as an amendment to the solicitation.

This solicitation and any future amendments can be viewed and downloaded from [www.SAM.gov](http://www.SAM.gov). USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same internet site from which you downloaded the solicitation. You are therefore advised to regularly check the above internet site for amendments.

Issuance of this solicitation does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation or submission of an offer. Furthermore, the Government reserves the right to reject any offer, if such action is considered to be in the best interest of the Government.

Thank you for your consideration of this USAID/Nigeria initiative. We look forward to your participation.

Sincerely,

---

Marva Butler  
Contracting Officer  
USAID/Nigeria

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>					1. REQUISITION NO.		PAGE 1 OF 97						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. 72062022R00014		6. SOLICITATION ISSUE DATE June 14, 2022					
<b>7. FOR SOLICITATION INFORMATION CALL</b>		a. NAME				b. TELEPHONE NO. <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME July 15, 2022					
9. ISSUED BY USAID/NIGERIA OFFICE OF ACQUISITION AND ASSISTANCE C/O U.S EMBASSY PLOT 1075 DIPLOMATIC DRIVE, CENTRAL BUSINESS DISTRICT ABUJA, NIGERIA				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS					
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)							
						13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
						15. DELIVER TO		CODE		16. ADMINISTERED BY			
				CODE									
				SAME AS 9									
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY							
						CODE							
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		(Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH <input type="checkbox"/> OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
						<input type="checkbox"/> PARTIAL							
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>				37. CHECK NUMBER			
MARVA BUTLER, CONTRACTING OFFICER						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY <i>(Print)</i>							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>							
						42c. DATE REC'D <i>(YY/MM/DD)</i>				42d. TOTAL CONTAINERS			

## **TABLE OF CONTENTS**

### **PART I-THE SCHEDULE**

A. Solicitation/contract form	Page 1
B. Supplies or services and prices/costs	Page 5
C. Description/specifications/statement of work	Page 9
D. Packaging and marking	Page 20
E. Inspection and acceptance	Page 24
F. Deliveries or performance	Page 25
G. Contract administration data	Page 30
H. Special contract requirements	Page 35

### **PART II-CONTRACT CLAUSES**

I. Contract clauses	Page 67
---------------------	---------

### **PART III-LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

J. List of attachments	Page 70
------------------------	---------

### **PART IV-REPRESENTATIONS AND INSTRUCTIONS**

K. Representations, certifications, and other statements of offerors	Page 71
L. Instructions, conditions, and notices to offerors	Page 79
M. Evaluation factors for award	Page 93

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 TITLE**

Financial Management and Oversight Support Services (FMOSS) to strengthen Program Execution.

### **B.2 PURPOSE**

The purpose of this solicitation is to establish Blanket Purchase Agreements with one or more qualified vendors to provide Financial Management and Oversight Support Services for USAID/Nigeria's activities, in accordance with the Statement of Work (SOW) contained in Section C of this solicitation.

### **B.3 PERIOD OF PERFORMANCE**

The ordering period of this Blanket Purchase Agreement is five (5) years.

### **B.4 BPA CEILING**

The ceiling for this Blanket Purchase Agreement is \$9.58 million. There is no minimum guarantee.

### **B.5 CALL ORDER TYPES**

The Government will issue BPA Call Orders that are Firm-Fixed Price (FFP), and/or Labor Hour (LH).

### **B.6 PRICE SCHEDULE**

In order to perform the Statement of Work set forth in Section C, the Contractor must propose a price schedule using the template provided in Attachment D.1. The proposed price schedule must correspond to the minimum education and experience requirements of each proposed position therein.

### **B.7 COST/PRICE INFORMATION**

The prices/costs will be applied to individual Order types as follows:

(1) Labor: The price schedule contains loaded hourly ceiling rates for work performed at any location designated in this BPA. "Loaded hourly rate" is defined as the direct hourly labor rate along with appropriate load factors, inclusive of profit or fee. Other load factors include overhead, fringe, and general & administrative (G&A) costs. The loaded hourly rates set forth in the schedule are fully burdened, not-to-exceed, ceiling prices. The contractors may, at their discretions, propose lower loaded hourly rates on a Call-by-Call Order basis.

- a. Fixed Price Call Orders: The quantity of hours of each labor category will be multiplied by the loaded hourly rates listed in the price schedule or lower, and the cumulative extended total of all hours will define the fixed price labor amount for the task. The amount negotiated for travel and other Direct Costs (ODCs) will be added to the total labor amount to arrive at the Call Order total fixed price. Travel and ODCs can be reimbursed based on actual expenses incurred, not to exceed the negotiated ceiling on travel and ODCs or at a fixed price. Partial payments may be negotiated based on the completion of milestones.
- b. Labor Hours and Time and Materials (T&M) Call Orders: The quantity of hours ordered of each labor category will be specified as deliverable hours billable at the rates specified in this schedule or lower as negotiated. Travel and ODCs will be estimated for each call order. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the call order ceiling price. The government will not reimburse the contractor for costs incurred beyond the ceiling price, for hours not delivered, for work performed in excess of the ordered labor pool amount, or for travel and ODCs exceeding the ordered pool amount. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a modification to the call order.

(2) The prices (loaded labor rates) included on the BPA list (or applicable "discounted" rates submitted in a response to a Call RFQ which results in award) that are in effect as of the effective date of a Call Order will govern that order's price during the performance period. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance written notice to the Contracting Officer.

(3) Materials/Other Direct Costs (ODCs): ODCs which will be proposed and approved at the Call level includes the following:

- (a) Communication; and,
- (b) Printing.

(4) Travel: The Government will reimburse the cost of travel required in conjunction with performance of orders issued under the agreement. Reimbursement for travel is limited to that required in the performance of the order and expressed in the offeror's ODC proposed budget. Specific Government direction to attend meetings or gather information will be reimbursed on a cost reimbursable basis only. The Government will not pay travel charges for travel to and from the BPA holder employer's home office location or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs will be considered and approved by the Contracting Officer on a case-by-case basis. Allowable costs include:

- D.1 Travel;
- D.2 Per diem (lodging and meals); and,
- D.3 Other travel related costs.

Note: Travel as stated above is not limited to airfare. It includes visas, Defense Base Act (DBA) insurance, taxis and local transportation, medical shots, and other costs associated with an assignment that requires travel as designated in the Foreign Affairs Manual (FAM) and General Service Administration (GSA) Federal Travel Regulation.

(5) Subcontracts: If the offerors propose to use subcontract labor under a Call Order, the loaded hourly Ceiling Rates included in this BPA will apply to all subcontracted labor. However, the contractors may propose discounted labor rates at the Call level and should do so where subcontract or in-country labor may be significantly less than loaded hourly Ceiling Rates.

## **B.8 INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS**

(This Indirect Cost will also be applied on the Call Orders when necessary)

Pending establishment of a revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for the contractor and the USAID.

Offeror	Overhead Rate %	Overhead Ceiling Rate%	G&A Rate %	G&A Ceiling Rate %
Contractor (Insert Name)				

\*Special Note: The unshaded columns in the indirect cost table above are the current approved indirect cost rates for the vendor.

Vendors will make no changes in their established methods of classifying or allocating indirect cost without the prior written approval of the Contracting Officer.

Reimbursement for indirect costs will be at final negotiated rates, but not in excess of ceiling rates specified above. The Government will not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the BPA. This advance understanding will not change any monetary ceiling, cost limitation, or obligation established in the BPA.

NOTE: For Fixed-priced Orders, the overhead ceilings serve as the basis for negotiation only.

NOTE: Indirect costs will not apply to fully burdened rates.

NOTE: The Vendors are allowed to recoup indirect costs (OH, G&A, etc.) as other direct costs if it is part of their usual accounting procedures, consistent with FAR 31 and the vendor's

NICRA. Vendors may propose ceilings for other indirect rates as appropriate to their indirect rate structure.

NOTE: In accordance with FAR 52.232-7(b)(7), payment of fee on materials, which includes subcontracts for supplies and incidental services for which there is not a labor category specified in the contract is prohibited.

## **B.9 BILLING**

Call Orders will cite the applicable hourly rates selected from the Price Schedule negotiated under the BPA. The hourly rates approved under the Call Order will remain in effect for the entire Call Order period. Any rates billed in excess of the hourly billing rates designated in the Call Order schedule will not be authorized. Each hourly rate listed in Section B.6 is "loaded" and must only include the following:

- Salary cost or consulting fee of the individual providing the services;
- Payroll costs (fringe benefits, FICA, etc.);
- Indirect costs applicable to labor; and,
- Profit or fee, if any.

Please note that fee on fee is not authorized. Fee on ODC's and materials is not authorized.

## **B.10 TERMINATION**

See FAR Clause 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2021).

**(END OF SECTION B)**



## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK**

#### **C.1.1 BACKGROUND**

Nigeria is Africa's most populous country and largest economy, with abundant human and material resources. At the same time, it also faces a breadth of development challenges. Nigeria's prosperity and development trajectory is challenged by poor governance, persistent insecurity and conflict, demographic pressures, resource constraints, untapped private sector economic opportunity, and high rates of poverty. To address these challenges, USAID/Nigeria (USAID) implements activities under the 2020-2025 Country Development Cooperation Strategy (CDCS) to support Nigeria and progress towards the ultimate objective of ending her need for development assistance. This involves supporting Nigeria to plan, fund, and manage its own development through strengthened capacity and commitment. [\*Please refer to Appendix B1 for USAID/Nigeria 2020-2025 Country Development Cooperation Strategy \(CDCS\)\*](#)

The goal of the CDCS is to support a healthier, more educated, prosperous, stable, and resilient Nigeria. USAID will make progress towards this goal, through the execution of an average annual program assistance budget of \$435.3 million, for activities over the life of the CDCS, using a diversified base of implementing partners (IPs), with varying degrees of implementation capacities. Majority of these programs are implemented in some parts of Nigeria with security concerns that affect the Mission's ability to maintain adequate program implementation oversight and accountability of USAID funds. USAID/Nigeria's (the Mission) program portfolio is the largest in sub-Saharan Africa and implementation of the CDCS requires significant level of efforts from the support offices to maintain adequate financial management oversight and fulfill fiduciary responsibilities. In-house financial management capacity is challenged by the complexity and ever-growing size of the Mission's program, the challenging operating environment, and the need to on-board new and non-traditional IPs. Therefore, there is the need to establish a robust platform to strengthen the Mission's capacity to provide financial management support and oversight required to achieve the goals of the CDCS.

The CDCS draws on the Agency's New Partnership Initiative (NPI) to expand and diversify the Mission's partner base. The NPI builds on the networks, platforms, and resources of new potential partners, including non-traditional and underutilized partners, to expand and amplify the Mission's work. The goal of the NPI is to increase the impact of USAID's investments by elevating local engagement, fostering creativity and innovation, and mobilizing untapped resources across the Agency's programs. Under this initiative, the Mission is working with several capable development organizations that were previously underused or did not compete for USAID funding, and established partners that are engaging new and underutilized partners through sub-awards. This will enable smaller organizations to lead in implementation. The Mission is making use of the NPI procurement and implementation approaches, such as co-creation and co-funding, pursuing an ambitious target of the U.S. President's Emergency Plan for AIDS Relief (PEPFAR) local partner initiative, and engaging more with local partners. This increases pressure on the Mission to strengthen local capacity and ensure organizational controls

are in place. One of the major challenges of engaging with new partners is the complexity of working with USAID.

All organizations that receive U.S. government funding must follow U.S. laws and regulations. Although USAID cannot waive these requirements, we can make them easier to understand and address. While it can be challenging to understand how to work with USAID, the NPI will advance new support mechanisms for prospective partners that have less experience. Therefore, there is the need to support the implementation of the Mission's NPI action plan, to equip and empower new and underutilized development partners to maximize the impact of American tax dollars.

### **C.1.2 – OBJECTIVES**

The Mission seeks the services of professional audit and assurance firms from USAID/Nigeria's [List of Acceptable Firms](#) to provide financial management and oversight support services to further the Mission's CDCS and the Agency's NPI and localization efforts. The objective of this activity is to establish a robust platform that strengthens the Mission's financial management capacity and supports the Mission's approach to developing the local capacity of new and underutilized IPs. To accomplish these objectives, the Contractor will:

- i. Identify, mitigate, and respond to, risks that arise in operations and in fulfillment of the Mission's administrative, contractual and fiduciary responsibilities over U.S. government resources programmed in support of USG Foreign Assistance objectives.
- ii. Maintain adequate financial management oversight over implementation of programs, and build the administrative, contractual, and financial management capacity of awardees, especially non-U.S. based recipients Support the implementation of the Mission's CDCS and NPI Action Plan, to equip and empower new and underutilized development partners to maximize the impact of American tax dollars.

### **C.1.3 – GENERIC SCOPE OF WORK**

The following scopes of work described in sections C.1.3-a to C.1.3-h, identify the general types of engagements that firms will be expected to undertake for USAID:

- C.1.3-a - Mission Contracted Audits.
- C.1.3-b - Pre-award Surveys.
- C.1.3-c - Fixed Amount Award (FAA) Entity Eligibility Review.
- C.1.3-d - Financial Reviews.
- C.1.3-e - Payment verification for milestone, award expenditure, cost share, and contributions.
- C.1.3-f - Agreed-upon procedures.
- C.1.3-g - Fraud Risk Assessment.
- C.1.3-h - Capacity Building and Technical Assistance

BPA Call Orders will be issued for every engagement and include a tailored scope of work that is adapted to the specific needs of the Mission. For each BPA Call Order, the firm will be responsible for performing the work requested by USAID. These requirements should be reviewed carefully before commencing work. In all cases, the firm will also be expected to comply with host government requirements and with local and U.S. professional standards.

For every BPA Call Order, USAID/Nigeria reserves the right to review the working papers<sup>1</sup> of the Contractor to ensure that the engagement was done properly, and the opinion, findings, conclusion, or recommendations are supported with adequate evidence.

### **C.1.3-a – Mission Contracted Audits**

The Contractor shall be required to conduct financial and performance audits for USAID IPs in accordance with applicable regulations and auditing standards and submitting a final report. These engagements are based on auditing standards and guidelines issued by the U.S. Government Accountability Office and U.S. Office of Inspector General (OIG). USAID/Nigeria expects the Contractor to conduct the following types of audits:

- **Financial Audits.** Financial audits are conducted during award implementation or closeout to assess whether a Contractor, recipient or host government has accounted for and used USAID funds as intended and in compliance with applicable laws and regulations governing the award. For these types of engagement, the firm will be required to express an opinion on whether the fund accountability statement for the USAID funded programs presents fairly, in all material respects, revenues received, costs incurred, and commodities and technical assistance directly procured by USAID for the period audited; is in conformity with the terms of the agreements and generally accepted accounting principles or other comprehensive basis of accounting (including the cash receipts and disbursements basis and modifications of the cash basis). Financial audits are conducted in accordance with the USAID’s applicable regulation ADS Chapter 591, “Financial Audits of USAID Contractors, Recipients, and Host Government Entities,” at <https://www.usaid.gov/ads/policy/500/591>.
- **Performance (Program) Audits.** A performance audit is an objective and systematic examination of evidence to assess the performance and management of a program or project, provide a prospective focus, or synthesize information on best practices or cross-cutting issues. The Contractor is expected to conduct performance audits in accordance with the USAID’s applicable regulation as contained in ADS Chapter 592 at <https://www.usaid.gov/ads/policy/500/592>. The audit is usually designed and executed to answer a specific audit question such as whether the program’s main goals are being achieved.
- **Forensic Audits.** Forensic audits are a deep dive into financial and other operations, conducted to examine a specific issue or concern. The Mission requires support in reviewing

---

<sup>1</sup> Working papers are records kept by the auditor of the procedures applied, the tests performed, the information obtained, and the pertinent conclusions reached in the engagement. The information contained in working papers constitutes the principal record of the work that the auditor has done and the conclusions that he has reached concerning significant matters.

financial data to identify inaccuracies, tracing discrepancies in electronic and paper trails, preparing oral and written reports that meet legal standards for prosecution, and forecasting and preventing fraud.

USAID has no guidance specific to forensic audits, however, under these engagements, the auditors will examine an organization's system of internal controls to identify any weaknesses in the controls designed to safeguard assets and to determine whether anyone in the organization has exploited control weaknesses to misappropriate assets for personal gain. The auditors may perform one or both of the following, and other procedures require to achieve the objectives of the engagement:

- Investigative services which involve identifying asset-theft fraud and identifying the perpetrator. If such a situation exists, the auditor should contact the Contracting Officer's Representative (COR) and the cognizant regional Office of Inspector General, before proceeding to the next audit steps and procedures. The work and working papers may be subject to review and oversight by the cognizant regional OIG and/ or USAID/Nigeria.
  - Litigation services which involve gathering evidence and giving testimony leading to the conviction of the perpetrator in a court of law.
  - The auditor may be asked to assist in developing controls to provide reasonable assurance that the issue does not reoccur. The auditor will express an opinion on an organization's financial statements.
- **Other Audits.** The Mission conducts other audits, such as locally incurred cost audits, internal control audits, and internal USAID audits of special or counterpart funds.

#### **C.1.3-b: Pre-award Surveys.**

For engagements of this nature, the Contractor shall examine the applicants' systems to determine whether the prospective recipient has the necessary organization, experience, accounting and operational controls, and technical skills in order to achieve the objectives of the program, or whether specific conditions will be needed. The opinion and conclusion of the survey will provide reasonable assurance to USAID/Nigeria as to whether the potential Awardee has an acceptable organizational and management structure, accounting, financial management systems and other systems of internal controls, quality assurance capabilities, as well as acceptable policies, procedure, practices and can:

- meet activity goals and objectives;
- adequately safeguard, monitor, and efficiently utilize resources;
- obtain, maintain, and fairly disclose reliable data and information; and
- comply with applicable laws and regulations and has the institutional framework for sustainability.

The conclusions and recommendations of the Contractor as expressed in the final survey report guides the Mission in making a determination of responsibility of the potential Awardee. The result of the survey also guides the Mission in determining the appropriate method of payment to be used in a prospective award to the recipient.

The Contractor will be required to use the “Non-U.S. Organization Pre-Award Survey (NUPAS) guidelines (<https://www.usaid.gov/sites/default/files/documents/1868/303sam.pdf>), to conduct the survey. The NUPAS guidelines should be used as a basis for developing appropriate methodologies and a work plan to conduct the survey. The Contractor may adapt the guidelines appropriately to address the requirements of the specific engagement. The list of questions or test areas provided within the NUPAS guidelines are not considered all-inclusive or restrictive in nature, and do not relieve the Contractor from exercising due professional care and judgment. The Contractor will use due professional care in evaluating the organization and will be expected to gain an understanding of the organization by performing reviews of the organization’s formal written documentation, guidance, policies, and procedures. The Contractor is also expected to review the understanding and application of those policies and procedures by the organization’s personnel. The Contractor is expected to perform sufficient levels of compliance testing to validate and support findings.

#### **C.1.3-c: Fixed Amount Award (FAA) Entity Eligibility Review.**

For engagements of this nature, the Contractor shall conduct reviews and examinations to assist USAID in determining the eligibility of the potential IP(s) to receive a Fixed Amount Award. The Contractor will be required to use the USAID FAA entity eligibility checklist (<https://www.usaid.gov/ads/policy/300/303mak>), as a basis for developing appropriate methodologies and work plans. The Contractor may adapt the framework appropriately to address the requirements of the specific engagement. The list of questions provided within the checklist are not considered all-inclusive or restrictive in nature, and do not relieve the Contractor from exercising due professional care and judgment.

The opinion or conclusion should be adequately supported. USAID, through the COR, reserves the right to review the working papers to ensure that assessment was done properly.

#### **C.1.3-d: Financial Reviews.**

Financial reviews are based on GAO Standards for Attestation Engagements and Reviews of Financial Statements contained in Chapter 7 of the Government Auditing Standards published by the U.S. Government Accountability Office (GAGAS), <https://www.gao.gov/assets/720/713761.pdf>.

Financial reviews are more flexible and less invasive than an audit. They are performed as much for the benefit of USAID and the entity being reviewed.

The contractor will conduct reviews to provide USAID with limited assurance that adequate systems are maintained by the funded organization, to manage USAID funds in accordance with the terms and conditions of the award, and applicable USG regulations, policies, and procedures.

Financial reviews are conducted during the implementation phase of the award to evaluate the effectiveness of the organization's financial policies, systems, controls, and procedures established to implement USAID awards. This review entails an assessment of all systems and processes that interact with and influence, directly or indirectly, financial records maintained by the activity under review. These reviews may include specific transactions relating to account or ledger balances, procurement, non-financial reviews, marketing analysis, inventory controls, review of an entity's financial accounting, cost elements reporting, financial statements or pro-forma, compliance with requirements of specified laws, regulations, rules, contracts, or grants, and organizational procedures and practices. The scope of these reviews may require the Contractor to focus on the linkages between programmatic and financial systems and structures, and how such controls influence the organization's ability to ensure adequate accountability of funds and perform in accordance with the terms of the award to achieve the overall programmatic targets.

For comprehensive and efficient results, this type of review is risk-based. The Contractor will be required to use the financial review framework provided by USAID/Nigeria as the basis for developing appropriate methodologies and work plans to conduct the review. The Contractor may adopt a framework appropriate to address the requirements of the engagement. The list of questions provided within the framework are not considered all-inclusive or restrictive in nature, and do not relieve the Contractor from exercising due professional care and judgment. The Contractor will use due professional care in evaluating the organization and will be expected to gain an understanding of the organization by performing reviews of the organization's formal written documentation, guidance, policies, and procedures.

These engagements may include providing actionable recommendations to strengthen the financial management capacity of IP(s) or improving their financial management systems to a level acceptable to USAID.

**C.1.3-e: Payment verification for milestone, award expenditure, cost share, and contributions.**

For tasks required under this category of services, the Contractor will provide verification services, to support USAID determination on accomplishment of award milestones, validity of award expenditures, and adequacy of cost share and counterpart contributions.

- **Verification of award deliverables.**

Verification services are required in agreements such as Fixed Amount Awards (FAAs) or Fixed Amount Reimbursable Agreements (FARAs) wherein USAID agree to reimburse an IP for accomplishment of mutually agreed upon award deliverables or milestones in a cost reimbursement award, including construction projects. Under this engagement, the Contractor will be expected to verify the accomplishment of award deliverables using guidelines agreed upon by both parties (USAID and the IP), prior to final disbursement of funds. The Contractor shall submit a report expressing an opinion as to the level of completion and accomplishment of the award deliverable, and recommendations for

payment. Opinion, recommendations, and other conclusions reached shall be supported by evidence.

Project deliverables for verification may include, but are not limited to:

- Completion of an important phase of a procurement process for the provision of goods and /or services, as mutually agreed by both parties.
  - Supply and receipt of goods and /or services as per required specifications and terms mutually agreed by both parties.
  - Installation and /or testing of materials and equipment as per specifications and terms mutually agreed by both parties.
  - Completion of key phases of an architecture and design or civil works contract as per terms and specifications mutually agreed upon by both parties.
  - Outputs and outcomes supporting the completion and accomplishment of activities in a service delivery contract.
- **Verification of project expenditure, cost share or counterpart contributions.**

The Contractor will be required to assess the partners' fulfillment of mutually agreed contractual obligations in the following areas:

- Eligibility of expenditures and compliance with award terms.
- Eligibility and adequacy of cost share. The Contractor may be required to verify fulfillment of cost share requirements under grants and cooperative agreements to non-governmental organizations, both nonprofit and for profit, funded by USAID. Cost share is generated where USAID or its partner identifies and arranges financial or in-kind support from counterpart organizations or independent non-governmental organizations to the benefit of a USAID award. Cost-sharing mobilizes additional financial resources and increases the coverage and effectiveness of USAID's limited budget resources. The Contractor will validate the elements of cost share and review the recipient's financial reports to ensure that the recipient is making progress toward meeting the required cost share.
- Eligibility and adequacy of Host Country Contribution requirements under bilateral agreements with Host Government entities.

#### **C.1.3-f: Agreed-upon procedures.**

These engagements are based on GAO Standards for Attestation Engagements and Reviews of Financial Statements contained in Chapter 7 of the Government Auditing Standards published by the U.S. Government Accountability Office (GAGAS), <https://www.gao.gov/assets/gao-18-568g.pdf>, which apply to three levels of service—examination, review, and agreed-upon procedures—and can be applied to innumerable types of subject matter. An examination engagement results in an opinion; a review engagement results in a conclusion; and an agreed-upon procedures engagement results in findings. For engagements of this nature, the Contractor will provide USAID, with an opinion, conclusion, or findings regarding the reliability of the subject matter or an assertion about the subject matter, as measured against suitable and available

criteria. The Contractor shall conduct engagements required to enhance the degree of confidence that USAID places in the subject matter.

Agreed-upon procedures engagements include examining, reviewing, or performing agreed-upon procedures on a subject matter or an assertion about a subject matter and reporting on the results. The subject matter may take many forms, including historical or prospective performance, or condition, physical characteristics, historical events, analyses, systems and processes, or behavior. Attestation engagements can cover a broad range of financial or non-financial subjects and can be part of a financial audit or performance audit. Procedures performed on a subject matter (agreed-upon procedures) could include but not limited to reporting on:

- An entity's internal control over financial reporting.
- An entity's compliance with requirements of specified laws, regulations, rules, contracts, or grants.
- The effectiveness of an entity's internal control over compliance with specified requirements, such as those governing the bidding for, accounting for, and reporting on grants and contracts.
- Prospective financial statements or pro-forma financial information.
- The reliability of performance measures.
- Extent of implementation of recommendations from prior audits, assessments, and financial reviews.
- Indirect cost rate proposal.
- Proper calculation and billing of de minimis rate.

#### **C.1.3-g: Fraud Risk Assessment.**

For engagements of this nature, the Contractor shall: assess the potential for fraud to affect Awardee's ability to maintain operations and implement the award, identify vulnerability of the award to both internal and external fraud, and exposures where the internal control environment may have limitations. The scope of these engagements will require the Contractor to gain an understanding of where fraud could occur in the award and identify potential local schemes and scenarios impacting the implementation of the award.

These engagements may include recommending a Fraud Risk Response plan and a broad range program that encompasses controls to prevent, detect, and respond to incidents of fraud or misconduct. The Contractor may adapt the framework appropriately to address the requirements of the specific engagement.

#### **C.1.3-h: Capacity Building and Technical Assistance**

The Contractor will be engaged to provide services to support and strengthen the organizational capacity and practices of USAID/Nigeria's existing and potential IPs, and target entities in furtherance of the Mission's localization plan. Support shall be extended to sub-recipients through the Prime Recipients.

This category of services covers supporting and strengthening accounting, internal controls, procurement, and other administrative and technical systems of selected entities, including



technical capacity to plan, implement, and monitor activities contributing to the accomplishment of the entity's goals and objectives. This could require helping organizations develop their vision, strengthen their institutional and staff competencies, build the networks required to improve their fiduciary performance, incorporate a strong internal control system, implement risk mitigation measures, and provide technical assistance.

Support under this engagement may include, but will not be limited to the following:

- **Governance and management structures:** The Contractor will be expected to identify and define institutional changes that need to be fully implemented across for the organization to succeed. Because effective structural implementation requires continued efforts to address institutional bottlenecks, including with respect to ownership and governance, the Contractor will equip the team with good and relevant skills to step toward a stronger and well governed institution.
- **Legal, Policy and Regulatory Frameworks:** The Contractor will be expected to provide services relevant to improving performance in strengthening legal and regulatory frameworks relevant to fiduciary performance. Support is intended to help client organizations develop new and/or modified frameworks in ways that engage stakeholders and learn from and adapt existing, new, and/or modified frameworks.
- **Implementation of management decisions:** The Contractor will be expected to support target organizations to implement recommendations from audits, financial reviews, pre-award surveys, evaluations and assessments contracted by USAID/Nigeria, and achieve final action and closure. This includes supporting target organizations to improve their financial management and operating systems to a level acceptable to USAID/Nigeria.
- **Outsourced financial management function:** The Contractor may be asked to develop the management capacity of the organization or assume the financial management roles and responsibilities for a period of time during program implementation.
- **Internal audit function:** The Contractor may be asked to develop the internal audit capacity of the organization or assume the internal audit roles and responsibilities for a period of time during program implementation.
- **Budget Planning:** The Contractor will be expected to provide services relevant to improving budget planning processes. Support is intended to lead to improved performances in fiscal discipline; the allocation of resources; the efficiency and effectiveness of budget planning processes, including harmonization of horizontal and vertical budgeting processes; the transparency and accountability of, and citizen engagement in planning processes; performance evaluation; etc.
- **Financial Management Systems:** The Contractor will be expected to provide services relevant to improving financial management systems. Support is intended to lead to improved performance in cash and accounts receivable management; budgetary controls, document storage and controls, fixed asset/inventory management; reporting relevant to decision-making; transparency and accountability (including but not limited to risk assessment, audit, and public reporting capabilities); adherence to accounting policies and practices consistent with local laws and standards, and the requirements of agreements with USAID/Nigeria; etc.

- **Procurement Systems:** The Contractor will be expected to provide services relevant to improving procurement systems. Support is intended to lead to improved performance in developing, strengthening and/or adhering to improved procurement procedures, particularly with regard to promoting open and competitive procurements; improved contract administration procedures and practices, including monitoring for performance and accountability; appeals mechanisms; use and respect for anti-corruption, anti-fraud and conflict of interest provisions; adherence to procurement policies and practices consistent with local laws and standards and the requirements of agreements with USAID/Nigeria; etc.
- **Warehousing and Logistics Systems:** The Contractor will be expected to provide services relevant to improving warehousing and logistics systems. Support is intended to lead to improved performance in assessing vulnerabilities and developing/implementing mitigation plans; employee management and supervision; record keeping; auditing of purchasing and billing processes; adherence to accountability and transparency policies and practices consistent with local laws and standards and the requirements of agreements with USAID/Nigeria; etc.
- **Human Resource Management Systems:** The Contractor will be expected to provide services relevant to improving performance in maintaining the integrity of financial management aspects of human resource management and reducing favoritism, discrimination, and workplace sexual harassment. Support is intended to help maintain the integrity of payroll lists and payment systems, improve the openness and transparency of hiring processes, reduce discrimination against women and other disadvantaged groups in hiring and promotion, reduce workplace-related sexual harassment and gender-based violence, and ensure adherence to human resource management policies and practices consistent with local laws and standards and the requirements of agreements with USAID/Nigeria; etc.
- **Information Technology:** The Contractor will be expected to provide services related to improving financial and non-financial information systems for effective internal controls, information processing, etc.
- **Control Monitoring Systems:** The Contractor will be expected to provide services relevant to improving performance in monitoring adherence of the client's or potential client's internal controls. Support is intended to lead to better quality data for stock-taking, decision-making, and reporting.
- **Ethics Training, Leadership Building and Related Interventions:** The Contractor will be expected to provide interventions that improve transparency and accountability. Illustratively, this could include but is not limited to support for the development and education related to ethics codes; support for the development and marketing of ethics training courses delivered by local universities, accounting firms, etc.; supporting client organization studies of incentives and disincentives to accountability and risk management; identifying champions and strengthening their capacity to lead change management exercises, build constituencies for reform, and engage the media; public education programs and media campaigns.
- **Developing and implementing the policies and procedures (PnP) of the organizations:** The PnPs should be comprehensive enough to: address the accomplishment of program goals and objectives; safeguards the asset, obtains, maintains, and fairly discloses reliable data;

addresses allowability, allocability and reasonableness of costs; and complies with applicable laws and regulation.

- **Support for USAID/Nigeria:** The increased reliance on counterpart systems that is consistent with USAID/Nigeria's CDCS will require USAID/Nigeria staff to acquire new and/or deepen existing competencies relevant to both internal and external responsibilities. The Contractor will be expected to provide services that improve the performance of USAID/Nigeria staff in maintaining ethical and managerial standards consistent with USAID policies and regulations. Services could include training, mentorship and staff coaching; the conduct of assessments and analyses of fiduciary systems; and the development of new fiduciary tools and templates. The Contractor may also be required to provide logistics support for USAID/Nigeria organized or supported training that builds financial management capacity of USAID IPs or improve their knowledge of USAID audit and financial management rules and regulations.
- **Procurement of Supplies:** Procurement of any supplies USAID/Nigeria and the Contractor deem necessary to complement Contractor services.
- **Training:** The Contractor will assess training needs and procure or develop targeted trainings to strengthen organizational capacity of local organizations.
- **Consulting:** The Contractor shall provide technical assistance to local partner organizations in such areas as: (1) developing policies and procedures manuals, (2) reforming the organization structure to improve segregation of duties, (3) developing of internal control procedures, (4) improving human resource capacity, (5) strengthening financial and accounting systems, (6) improving financial management capability, (7) improving procurement systems, (8) developing branding and marking plans,, and/or (9) developing monitoring, administrative, and support capacities.

**(END OF SECTION C)**

## **SECTION D: PACKAGING AND MARKING**

### **D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the 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.

### **D.2 BRANDING AND MARKING POLICY**

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID.

Specific communications and promotion measures will be described in the “Branding Strategy” and “Branding Implementation Plan,” and specific marking will be described in the “Marking Plan” for the Contract. Branding and marking under this contract will comply with the USAID Automated Directive System Chapter 320 Branding and Marking (ADS320) at <https://www.usaid.gov/ads/policy/300/320>.

### **D.3 BRANDING STRATEGY**

The Contractor’s approach to marking and branding will be governed by standard USAID marking and branding guidelines in ADS 320, as well as the Branding Strategy outlined below.

**The name of the project:** Financial Management and Oversight Support Services to Strengthen Program Execution.

**How the contractor will communicate sponsorship:** (i.e., as "from the American People," "jointly sponsored" by USAID and the host-country government, or in some other way)

**How to maximize credit for the assistance provided by the American people through USAID:**

*(To be modified by the planning office based on the needs of the activity and can be adjusted as needed for 'low' or 'medium' visibility activities)* The contractor must ensure that the project (as well as the fact that it is made possible by the American people through USAID) receives broad visibility not only among its beneficiaries and counterparts, but also among the general public in Nigeria. The contractor may identify, in consultation with USAID, groups/sub-groups of target audiences for the project's public communications.

**Any other organization(s) (e.g. host-country governments or other donors) to acknowledge:** Co-branding and co-marking of public communications with host government partners and partners in public-private partnerships is encouraged in order to promote local ownership of the initiatives supported by USAID. Co-branding and co-marking is to be specified in the branding implementation plan and will require approval by USAID.

#### **D.4 BRANDING IMPLEMENTATION AND MARKING PLAN**

The contractor will be expected to develop and implement a high-quality Branding Implementation and Marking Plan that includes communication strategies and activities that meet international marketing, brand building, advertising, and content creation standards. The focus of the Branding Implementation and Marking Plan will be the results, impacts, and achievements of the project. The messaging and overall narrative of all communication and outreach efforts will focus on the people (or beneficiaries) of the project to highlight the transformative nature of the proposed developmental approach and activities. The contractor will propose content distribution options, including communication tools or products, to ensure that the acquired content reaches a wide audience and achieves the communication objectives it serves.

The targeted audience will include all segments of the Nigerian public as well as selected segments of the American public. The contractor will propose a social media strategy with specific reach and engagement targets along with publication plans or approaches to achieve them. It is also expected that a high-quality, high-impact national campaign will be held to inform the Nigerian public about the project's main achievements and results while supporting USAID brand building and brand recognition in the country.

**Branding Implementation Plan:** As stated in 320.3.2.2, the Branding Implementation Plan must address the following:

- How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible;
- How to publicize the program, project, or activity in the host country and a description of the communication tools the contractor will use; and,
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation for the reasons why branding and marking is not appropriate or possible.

Beyond these requirements, the Branding Implementation Plan must include detailed information on the contractor's plans for communications and outreach. The following sections describe communications elements to be addressed in the Branding Implementation Plan.

*Communications Framework:* The contractor and USAID will agree on a communications framework that will detail how the desired level of visibility will be achieved. More specifically, the framework will describe the overall goal, objectives, intermediate results, indicative activities, communication products and how they will be distributed and to whom, budget, messaging, and an indicative monitoring and evaluation approach to assess how well the implementation of the plan is achieving its target results.

*Communication Activities:* The Contractor and USAID will agree on the type of activities, including frequency and geographic coverage, which will be designed and implemented to achieve the plan's objectives. These may include but may not be limited to: opening or closing events, national or international day celebrations, regional or national media campaigns, community mobilization, cultural celebrations, partnerships with public figures, etc.

*Communication Products:* The contractor will detail what communication tools and platforms it will utilize, with details on distribution, dissemination, and utilization of each. Communication tools may include, but are not limited to: brochures, flyers, posters, social media sites, television, podcasts, radio, blogs, online publication, websites, newspaper, infographics, billboards, etc. The communication tools should be proposed while demonstrating how they are relevant to the context of this project and the targeted audiences.

*Content Creation and Acquisition:* The contractor will be responsible for creating and acquiring professional, high-quality content for the design and publication of its communication products. Content includes, and is not limited to: photography, video or films, written text, infographics, illustrations, graphics, pictograms, maps, etc. The contractor will share with USAID a list or group of professional and reputable content creators, along with their portfolios, that it proposes to hire for specific assignments. While the contractor is encouraged to work with creatives and artists to produce original content for its communication and outreach activities, a certain amount of licensed or stock content may be utilized as well.

**Marking Plan:** The Marking Plan will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked with the USAID identity. Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the USAID Graphics Standard Manual ([www.usaid.gov/branding/gsm](http://www.usaid.gov/branding/gsm)).

The overall purpose of a Marking Plan is to lay out the way in which public communications, commodities, and activity materials and other items that visibly bear or will be marked with the USAID Identity to communicate that the assistance is From the American People

## **D.5 APPROVAL OF BRANDING IMPLEMENTATION AND MARKING PLAN**

The Branding Implementation and Marking Plan will be finalized and submitted for Contracting Officer approval for each Call Order. The contractor will follow the approved Branding

Implementation and Marking Plan during implementation of this contract unless a waiver is requested and approved. Guidance on applying for waivers can be found at [USAID Automated Directive Supplement Chapter 320](#), Branding and Marking.

**(END OF SECTION D)**

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this BPA. Follow this link for electronic access to the full text of a FAR clause: <https://www.acquisition.gov/far/part-52>.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.246-4	Inspection of Services-Fixed-Price.	AUG 1996
52.246-6	Inspection-Time-and-Material and Labor-Hour.	MAY 2001

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs must be subject to the performance standards set forth in this Solicitation. Inspection and acceptance will take place at:

USAID/Nigeria  
Plot 1075 Diplomatic Drive  
Central Business District  
P.M.B. 519 Garki, Abuja  
FCT, Nigeria

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. Inspection of all deliverables required hereunder will be made by the Contracting Officer's Representative (COR), designated in Section G, who has been delegated authority to inspect and accept all services, reports and other required deliverables. Acceptance of services, reports and other deliverables by the COR will form the basis for payments to the Contractor.

### **E.3 QUALITY ASSURANCE REVIEWS**

All deliverables received will be subjected to a thorough quality assurance review. Deliverables will not be considered completed until accepted by the designated Contracting Officer's Representative (COR). When the COR reviews a deliverable and raises quality or content issues, the BPA Holder / Contractor must fully address all those comments before resubmitting to USAID. Quality and presentation are of significant essence.

**(END OF SECTION E)**



## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this BPA. Follow this link for electronic access to the full text of FAR clause: <https://www.acquisition.gov/far/part-52> and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.242-15	STOP-WORK ORDER	AUG 1989

### **F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is five years from the effective date of award.

### **F.3 PLACE OF PERFORMANCE**

The primary place of performance for this Contract is Nigeria.

### **F.4 MAXIMUM ORDERING LIMIT**

It is anticipated that Call Orders will have a ceiling of approximately \$500,000.

### **F.5 FUNDING**

BPAs do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPA. Funds will be obligated upon issuance of a Call Order.

### **F.6 ORDERING PROCEDURES**

#### **F.6.1 GENERAL**

- a) Ordering activities will use the procedures in this subsection when ordering services under this BPA.
- b) Statement of Work (SOW): Ordering activities will prepare SOWs that include, at a minimum, work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements. The ordering activities must work with the BPA Contracting Officer Representative (COR) to ensure that the SOW is aligned with the BPA SOW and objectives. Each SOW should be accompanied by a Call Order Independent Government Cost Estimate (IGCE) based on Section B.6 and Section B.7 of the BPA.

c) Request for Quotation (RFQ) Procedures. The Call Order Contracting Officer will provide the Request for Quotation (RFQ) to the BPA holder. The Call Order RFQ will include at a minimum the SOW and evaluation criteria.

- (a) Call Orders will be awarded using form SF-1449 Purchase Order.
- (b) The ordering activity will develop a SOW in accordance with paragraph (b) above.
- (c) The BPA COR must concur with the Call Order RFQ (if s/he is not the ordering personnel) prior to the CO issuing it to the BPA Holders.
- (d) The following are the minimum technical evaluation criteria to be included in each Call Order RFQ. Additional technical evaluation criteria data may be included in each Call Order RFQ to fit the needs of the requirement:
  - (1) The proposed technical approach and draft implementation plans are consistent with the scope of work and objectives of the BPA Call RFQ and BPA.
  - (2) The proposed personnel meet minimum qualifications as defined in the BPA and specific technical requirements as described in the BPA Call RFQ.
- (e) The following are the minimum cost/price criteria to be included in each RFQ. Additional cost/price data should be included in each call RFQ to fit the needs of the requirement:
  - (1) All proposed prices are in line with Section B.6 of the BPA, or are reflective of appropriate labor chart for Third Country National (TCN) or Cooperating Country National (CCN) staff.
  - (2) The Level of Effort and Mix of Labor proposed to perform specific task being ordered and for determining the total price are reasonable.
  - (3) All proposed ODCs/Travel Costs are allocable, verifiable, realistic, and allowable.
- (f) Minimum Documentation. The ordering activity will document:
  - (1) A description of the service purchased;
  - (2) The amount paid;
  - (3) The evaluation methodology used in choosing to place the final order;
  - (4) The cost/price reasonableness determination required by paragraph (d) of this subsection; and

- (5) The rationale for the Call Order type.
- (g) If the BPA holder does not intend to submit a response to the Call Order RFQ, the BPA holder will respond within 72 hours electronically to the Ordering Office CO, with a Negative Response to the Call Order RFQ.
- (h) The Offeror's quote will be evaluated based on the information requested in the Call Order RFQ.

#### **F.6.2 ORDERING PERIOD**

- (a) The ordering period is the period in which Call Orders may be placed. Orders may be placed at any time during the effective dates of the BPA. No orders may be placed prior to the BPA start date or after the BPA end date.
- (b) Although Call Orders may be issued at any time during the ordering period, the CO may not award a Call Order for a period of performance that goes more than five (5) years.

#### **F.6.3 CALL ORDERS**

- (a) Each Call order will carry a specific order number which will be cited on each Order placed against this BPA.
- (b) In no event shall the aggregate total of all Call Orders exceed the Maximum Ordering Limitation authorized in the BPA. All Call Order statements of work and performance periods shall be within the SOW and effective period of this BPA.
- (c) The FAR and AIDAR clauses/provisions included in the BPA are applicable to Call Orders as issued based on their individual SOWs. Clauses and provisions remain applicable throughout the terms of the BPA and Orders. Additionally, there may be clauses/provisions that apply only at the Call Order level, as applicable.
- (d) All Statements of Work and government cost estimates for prospective Call Orders must be cleared by the COR for the Basic BPA prior to contact with the Contractor.

The vendor will furnish all services in accordance with the specific requirements outlined in Call Orders issued by the Call Order CO.

Subject to the ceiling price, the vendor may adjust the level of effort actually employed in the performance of the work by each labor category specified in an Order. The vendor will obtain the Call Order COR approval of changes in proposed level of effort in advance and will attach a copy of the COR's written approval to the final voucher submitted for payment.

It is the vendor's responsibility to ensure that the COR approved adjustments to the level of effort ordered for each labor category do not result in costs incurred which exceed the ceiling price of the Call Order.

## **F.7 LANGUAGE REQUIREMENTS**

Deliverables must be submitted in English language.

## **F.8 REPORTING SCHEDULE / DELIVERABLES**

All deliverables must meet the requirements as specified in each Call Order. The BPA holder will be responsible for delivering all services in each fully executed Call Order.

Deliverables and delivery schedules will be stated in individual Call Orders. For each Call Order, the following minimum reports will be required:

- (a) Draft work plan.
- (b) Final approved work plan.
- (c) Draft final report.
- (d) Approved final report.

The due dates and specific guidelines regarding the contents of these reports will be further defined in the Call Order Request for Quotations.

Acceptance Criteria for Deliverables:

The deliverables will be evaluated according to the following criteria:

- (a) Thoroughness and timeliness in complying with all the elements laid out in the scope of work.
- (b) Quality and clarity of analysis and work produced.
- (c) Timeliness and efficacy of communications with relevant counterparts at USAID and other donor agencies and organizations.
- (d) Ability to work within budget.

Deliverables must be submitted in draft form for comment by USAID/Nigeria. Comments will be provided by USAID/Nigeria within 15 calendar days of receipt. Final form of all deliverables must take into consideration USAID/Nigeria comments prior to submission. Submission of the draft and final deliverables should be in electronic format compatible with software available at USAID unless otherwise determined by the Call Order COR. All reports must be in clear and concise English free from grammatical, spelling, and typographical errors.

USAID reserves the right to modify the deliverables for a specific Call Order. The vendor must agree to such changes before the final work plan is accepted by USAID.

## **F.9 PERFORMANCE STANDARDS**

- (a) Evaluation of the Contractor's performance must be conducted in accordance with the performance standards set forth in this Contract, if any, the Contractor's overall performance

toward achievement of the objectives in Section C (to be inserted at award) and provision of deliverables in Section F of the Contract, and the Contractor's compliance with all other terms and conditions of the Contract.

(b) Contractor Performance Reports: On an annual basis, the COR will complete a Contractor Performance Assessment Report System (CPARS) for the Contract. Each evaluation will be conducted jointly by the COR and the CO and must form the basis of the Contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15. Contractor's performance will be evaluated utilizing at minimum, the following factors:

- (1) Technical (quality of product or service).
- (2) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
- (3) Schedule/timeliness.
- (4) Management or business relations.
- (5) Small business subcontracting, including reduced or untimely payments to small business subcontractors when requires a subcontracting plan.
- (6) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(c) USAID reserves the right to conduct, and the Contractor must expect and be prepared for, a management and/or financial audit by USAID at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the Contract. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

(d) USAID may also conduct a mid-term evaluation of the program consistent with the Agency Evaluation Policy and program performance reviews as required. The Contractor must cooperate with and contribute to these reviews and evaluations.

**(END OF SECTION F)**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

b. The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

## **G.2 PAYMENT AND VOUCHERS**

Electronic copies of invoice must be sent to [nigeriapayments@usaid.gov](mailto:nigeriapayments@usaid.gov) with a copy to the COR.

- (1) Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- (2) Include Subject Line: Contractor Name, Award #, Invoice #.
- (3) The SF-1034 must be signed.
- (4) The invoice must provide the bank account details, including the bank account number, the bank name and address, the SWIFT Code and the ABA number.

The Contractor may submit vouchers for payment monthly or bi-monthly. Under the cost reimbursement portion of the Contract, the Contractor may invoice for costs incurred at the time of invoice.

### **G.3.1 CONTRACTING OFFICER—BPA LEVEL**

USAID/Nigeria  
Office of Acquisition and Assistance  
C/o U.S. Embassy  
Plot 1075 Diplomatic Drive,

Central Business District, Abuja

### **G.3.2 CONTRACTING OFFICER'S (CO) AUTHORITY**

The CO is the only person authorized to make or approve any changes in the requirements of the Blanket Purchase Agreement (BPA) and/or any Call Orders under this BPA and notwithstanding any provisions contained elsewhere in this BPA, the said authority remains solely in the CO. In the event the vendor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price. The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the Call Order and safeguarding the interests of the United States in its contractual relationships.

### **G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

#### **(a) For the BPA:**

USAID/Nigeria  
C/o U.S. Embassy  
Plot 1075 Diplomatic Drive  
Central Business District, Abuja

Designation of the COR and alternate will be made in a separate communication prior to the Contract award.

#### **(b) For Call Orders:**

Each Call Order issued hereunder will indicate a COR for that particular Order. The COR will be responsible for oversight for that specific Call Order.

### **G.5 SECURITY LIAISON OFFICER**

Security Liaison Officer  
USAID/Nigeria  
Executive Office  
C/o U.S. Embassy  
Plot 1075 Diplomatic Drive  
Central Business District, Abuja

### **G.6 ACCOUNTING AND APPROPRIATION DATA**

To be determined (TBD) by Call Order. This BPA is established without funding. USAID/Nigeria will obligate funds into individual service call Orders based on scope of work to be performed. The BPA Holder / Contractor must not do any work until after receipt of a funded service Call Order.



## **G.7 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

USAID/Nigeria, Office of Financial Management (OFM), will provide technical oversight to the Contractor through the COR. The Contracting Officer will issue a letter appointing the COR for each Call Order and provide a copy of the designation letter to the Contractor.

- a. Technical directions must be in writing, and must be within the scope of the contract, as detailed in Section C. Technical directions include:
  1. Written directions to the Contractor that fill in details, suggest possible lines of technical inquiry, or otherwise facilitate completion of the work;
  2. Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work statement; and
  3. Review and, where required, written approval of technical reports, drawings, specifications, or technical information to be delivered.
- b. The CO, by separate designation letter, authorizes the COR to take any or all action with respect to the following, unless specifically prohibited by the terms of this contract:
  1. Provide technical direction.
  2. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  3. Perform or cause to be performed, inspections in connection with this contract and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  4. Maintain direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Contracting Officer's Representative" with a copy furnished to the CO.
  5. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the CO incidents of faulty or nonconforming work, delays or problems.
  6. Complete CPARs every 12 months.
  7. Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
  8. If to be provided, ensure that Government furnished property is available when required.

- c. LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate Government funds. The COR may not take any action that may impact the contract schedule, funding, contract scope, or rate of utilization of level of effort. All contractual agreements, commitments, or modifications that involve costs, prices, quantities, quality, and schedules will be made only by the CO.
- d. In the separately-issued COR designation letter, the CO may designate an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.
- e. Contractual Problems: Contractual problems of any nature that arise during the life of the contract must be handled in accordance with the terms of this contract and applicable laws and regulations. The Contractor and the COR will bring all contractual problems to the immediate attention of the CO. Only the CO is authorized to formally resolve such contractual problems. The CO is the sole authority authorized to approve changes to the contractual requirements. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the CO. These changes include, but will not be limited to, the following areas: Statement of Work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the CO, the change will be considered to have been made without authority.
- f. Failure by the Contractor to report to the CO any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- g. In case of a conflict between this contract and the COR designation letter, the contract prevails.

**(END OF SECTION G)**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following Contract clauses pertinent to this section are hereby incorporated by reference (by citation number, title, and date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See <http://www.acquisition.gov/far/> for electronic access to the full text of FAR clauses and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

### **H.2 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)**

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

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

### **H.3 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

(a) Limitations:

Employment of third country nationals (TCN's) and cooperating country nationals (CCN'S): It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted by the Mission Director. (TCN's and CCN's who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States). Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID/Nigeria Mission. Unless otherwise authorized by the Mission Director, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Work Week:

(1) Non-overseas Employees

The length of the Contractor's U.S., non-overseas employees workday must be in accordance with the Contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The workweek for the Contractor's overseas employees must not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the USAID Mission and the Cooperating Country associated with the work of this Contract.

(3) A 6-day work week is authorized for consultants and short-term hires not salaried and full-time employment.

(4) No overtime or premium pay is authorized.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this Contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the Contract.

**H.4 AIDAR 752.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991) [(DEVIATION JUN 2022)]**

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the Contractor agrees to the following:

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the Contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA. **The rates and contact information for USAID's DBA insurance carrier are published in an Acquisition & Assistance Policy Directive found on USAID's website:**

**<https://www.usaid.gov/work-usaid/resources-for-partners>**. Alternatively, the Contractor can request the rates and contact information from the Contracting Officer.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors alike requirement to provide overseas **worker's** compensation insurance coverage and obtain DBA coverage under the USAID requirements Contract.

#### **H.5 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)**

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident aliens, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct Contract.

USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the Contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

- (1) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
- (2) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

#### **H.6 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

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

#### **H.7 DESIGNATION OF AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this BPA and resulting Call Orders is **Code 937**.

#### **H.8 AIDAR 752.225-70 SOURCE AND NATIONALITY WAIVER REQUIREMENTS (FEB 2012)**

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 935 unless otherwise specified in the schedule of this Contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

- (1) Military equipment;
- (2) Surveillance equipment;
- (3) Commodities and services for support of police and other law enforcement activities;
- (4) Abortion equipment and services

- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

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

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

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

#### **H.9 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)**

(a) The English language shall be used in all written communications between the parties under this Contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in the Contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

#### **H.10 LOGISTIC SUPPORT/GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

The BPA Holder is responsible for furnishing all administrative and logistical support related or necessary for performance of work or delivery of services under the BPA. This includes sundries, communications, and all operational requirements. The BPA Holder is prohibited from using U.S. Government facilities, vehicles and equipment in the performance of the services unless this is specifically authorized in the Call Order.

#### **H.11 EXECUTIVE ORDERS ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this Contract. By accepting this Contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

This provision must be included in all subcontracts/sub-awards issued under this BPA and resulting Call Orders.

## **H.12 BUSINESS CLASS TRAVEL**

For cost effectiveness, economy class travel must be used on all official travel funded under this BPA and resulting Call Orders. Business class travel may only be used under exceptional circumstances and only with prior written approval of the Call Order Officer.

## **H.13 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)**

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this Contract that may entail HG employee salary supplements.

## **H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

Funds in this Contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations



to International Conferences" [<https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf>] or as approved by the CO/COR.

#### **H.15 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)**

(a) The objectives of the USAID Disability Policy are

1. To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

2. To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

3. To engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and,

4. To support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website  
[http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](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 women and children with disabilities.

#### **H.16 AIDAR 752.229-70 REPORTING OF FOREIGN TAXES (JULY 2007)**

(a) The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for

- Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
  - (7) Report is required even if the Contractor did not pay any taxes during the report period.
  - (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (2) “Commodity” means any material, article, supply, goods, or equipment.
  - (3) “Foreign government” includes any foreign governmental entity.
  - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:
- The Mission Controller  
Office of Financial Management  
USAID/Nigeria  
US Embassy  
1075 Diplomatic Drive  
Central Business District  
Abuja, Nigeria
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>

#### **H.17 NONDISCRIMINATION (JUNE 2012)**

FAR part 22 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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases. 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 nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

**H.18 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS (JULY 1997)**

(a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the Contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the Contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all nonexpendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY**  
**[Name of Contractor as of (end of contract year), 20XX]**

	Motor Vehicles	Furniture and Furnishings		Other Government
		Office	Living Quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Contractor acquired property <sup>1</sup>				
b. Government furnished <sup>2</sup>				
c. Transferred from others, without reimbursement <sup>3</sup>				

2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID—Contractor purchased				
c. Transferred to other Government agencies <sup>3</sup>				
d. Other disposals <sup>3</sup>				
C. Value of property as of reporting Date				
D. Estimated average age of Contractor held property				

<sup>1</sup> Non-expendable property and all mobile IT equipment.

<sup>2</sup>Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment.

<sup>3</sup>Explain if transactions were not processed through or otherwise authorized by USAID.

### **Property Inventory Verifications**

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title Date: \_\_\_\_\_

## **H.19 ELECTRONIC PAYMENTS SYSTEM**

(a) 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 instrument 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.

(c) The contractor agrees to use an electronic payment system for any payments under this

award to beneficiaries, subcontractors, or grants under contracts, where applicable.

(d) Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its Contract file with the appropriate justification:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) The Contractor has received a specific written exemption 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.

## **H.20 ENVIRONMENTAL COMPLIANCE**

1a) Foreign Assistance Act of 1961, as amended, Section 117 requires that all activities funded by this RFQ must conform to USAID environmental regulations. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFQ.

1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter will govern.

1c) Given that the audit and financial review services will support all Development Objective (DO) activities, the three DO blanket Initial Environmental Examinations (IEEs) duly signed by the Bureau Environmental Officer (BEO) cover this activity. Under these IEEs, the audit and financial review services is recommended for Categorical Exclusion in accordance with section 22 CFR 216.2(c)(2)(iii) for analysis, studies, academic or research, workshop and meeting activities.

1d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

1e) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

1f) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

## **H.21 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT**

The U.S. Government may terminate this agreement, without penalty, if the Contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the Contract is in effect, or (ii) uses forced labor in the performance of the Contract agreement.

## **H.22 DISCLOSURE OF INFORMATION**

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personal information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this Contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.

(c) In performance of this Contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose

and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$100,000, or imprisoned up to ten years, or both.

**H.23 ADS 302.3.5.21 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 markup 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.
- (b) Submissions to the Development Data Library (DDL)
  - (1) The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

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

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

- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).
- (4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The contractor must not submit classified data to the DDL.

#### **H.24 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)**

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this Contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities.
  - (1) No funds made available under this Contract will be used to finance, support, or be attributed to the following activities:
    - (i) Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
    - (ii) Special fees or incentives to any person to coerce or motivate them to have



- abortions;
  - (iii) Payments to persons to perform abortions or to solicit persons to undergo abortions;
  - (iv) Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
  - (v) Lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this Contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.
- (c) The contractor shall insert this provision in all subcontracts.

## **H.25 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

USAID reserves the right to terminate this agreement, to demand a refund or take other appropriate measures, if the contractor has been convicted of a narcotics offence or to has been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.26 ALLOWABLE REIMBURSEMENT OF CONTRACTOR SECURITY TRAINING**

USAID awardees that would like to seek reimbursement for sending employees to security related training will need to first seek approval from the CO or designee. Provided the cost associated with attending the identified training does not exceed the small purchase threshold outlined in their award, they will not need to notify their CO, although copying them on the correspondence seeking approval for attendance and reimbursement is recommended.

The request to attend and be reimbursed for the training (at Call Order level) will need to follow the usual Procurement Justification process. The request should identify who would be attending, the associated cost, and a justification. A justification with language similar to the following should suffice:

*In Nigeria the ability to provide aid is being hampered by the rising security threats faced by humanitarian and development workers and the increasing difficulties they face in accessing affected populations. Security training is needed to train aid workers on how to help prevent incidents from happening and learning strategies to stay safe so services can be delivered. A good training program covering such topics as situational awareness, personal security, crisis and hostage management, defensive driving, first aid, and carjacking will provide Implementing Partners with the skills they need to work in potentially adverse areas of the country.*

The CO or designee will respond to requests for training within two (2) business days of receiving the request. Once the approval is received from the CO or designee, the requestor may proceed with taking the training.

Once the training has been completed, reimbursement is requested in the manner outlined in the organizations normal reimbursement process. If an awardee has a training line item in their approved budget, they are free to proceed without seeking approval from their CO. If an awardee is willing to absorb the cost of the training and does not intend to seek reimbursement, there is no need for them to notify their CO.

## **H.27 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)**

(a) The Contractor agrees, in the performance of this Contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

## **H.28 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)**

### **(a) Definitions**

"Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. (Appendix A to Part 1194 – Section 508 of the Rehabilitation Act)

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for

disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(c) Except as indicated elsewhere in the contract, all ICT procured through this Contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based intranet and Internet information and applications
- 1194.23 Telecommunications products
- 1194.24 Video and multimedia products
- 1194.25 Self-contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional performance criteria
- 1194.41 Information, documentation, and support

(d) Deliverable(s) must incorporate these standards as well.

(e) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(f) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

## **H.29 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018)**

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

“Information Technology” means

- (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
- (2) Such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
- (3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and

surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

- (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.
- (c) The approved information technology and/or information technology services are specified in the Schedule of this Contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.
- (d) Request for Approval Requirements:
  - (1) If the Contractor determines that any information technology in addition to that information technology specified in the Schedule will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.
  - (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this Contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov)
- (e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.
- (f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.
- (g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

### **H.30 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)**

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This also includes but not limited to all records, files, and metadata in electronic or hardcopy format.

“Sensitive Information or Sensitive But Unclassified” (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS- 61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers “Media” means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this Contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat. 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) *Handling and Protection.* The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must develop and implement policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

- (1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
- (2) Proper security, control, and storage of mobile technology, portable data storage devices,

and communication devices.

- (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.
- (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.
- (d) Return of all USAID Agency records.

Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.

- (e) **Destruction of Sensitive Information:** Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third-party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.
- (f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

### **H.31 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)**

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client

privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information.

“Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this Contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat. 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums,

and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Privacy Act Compliance

Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(d) IT Security and Privacy Training

- (1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.
- (2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.
- (3) Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this Contract. USAID will provide notification and instructions on completing this training.
- (4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.
- (5) Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.

(e) Information Security and Privacy Incidents

- (1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.
  - (i) Contractor employees must report by e-mail all Information Security Incidents to the USAID ServiceDesk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: [CIOHELPDESK@usaid.gov](mailto:CIOHELPDESK@usaid.gov), regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.



Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify [CIO-HELPDESK@usaid.gov](mailto:CIO-HELPDESK@usaid.gov) and the Office of Security at [SECinformationsecurity@usaid.gov](mailto:SECinformationsecurity@usaid.gov) to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

- (ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to [CIO-HELPDESK@usaid.gov](mailto:CIO-HELPDESK@usaid.gov), upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".
- (2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: [CIO-HELPDESK@usaid.gov](mailto:CIO-HELPDESK@usaid.gov), regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".
- (3) Information Security Incident Response Requirements
  - (i) All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this Contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident-related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.

- (ii) The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.
  - (iii) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing.
  - (iv) At its discretion, USAID may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.
  - (v) All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this Contract will be made only by the USAID CIO through the CO or COR.
  - (vi) The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.
- (f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.
- (g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by e-mail) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

### **H.32 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APRIL 2018)**

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

“Audit Review” means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO).

“Authorizing Official” means the authorizing official is a senior government official or executive

with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive” Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Technology Resources” means agency budgetary resources, personnel, equipment, facilities, or services that are primarily used in the management, operation, acquisition, disposition, and transformation, or other activity related to the lifecycle of information technology; acquisitions or interagency agreements that include information technology and the services or equipment provided by such acquisitions or interagency agreements; but does not include grants to third parties which establish or support information technology not operated directly by the Federal Government. (OMB M-15-14)

(b) **Applicability:** This special contract requirement applies to the Contractor, its subcontractors, and all personnel providing support under this Contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 – Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes- Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders

pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) **Compliance with IT Security and Privacy Policies:** The contractor shall be responsible for implementing information security for all information systems procured, developed, deployed, and/or operated on behalf of the US Government. All Contractor personnel performing under this Contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency information security requirements as well as current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, and National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

(1) **HSPD-12 Compliance**

(i) Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.

(ii) All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.

(2) **Internet Protocol Version 6 (IPv6) or current version:** This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third-party test facility to show compliance with this requirement.

(3) **Secure Configurations**

(i) The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.

(ii) The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.

(iii) Applications designed for normal end users must run in the standard user context

without elevated system administration privileges.

(iv) The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at <https://nvd.nist.gov/ncp/repository> or USAID established configuration settings.

(4) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to USAID for verification. The Contractor is required to follow government wide (FIPS 140) encryption standards.

(5) Security Monitoring, Auditing and Alerting Requirements: All Contractor-owned and operated systems that use or store USAID information must meet or exceed standards documented in this Contract and in Service Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to:

System and Network Visibility and Policy Enforcement at the following levels:

- Edge
- Server / Host
- Workstation / Laptop / Client
- Network
- Application
- Database
- Storage
- User
- Alerting and Monitoring
- System, User, and Data Segmentation

(6) Contractor System Oversight/Compliance

(i) The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic analysis.

(ii) The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.

(iii) All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Contracting Officer Representative (COR) and Contracting Officer, in addition to the CIO at ITAuthorization@usaid.gov. Alternatively, the Contractor may allow USAID information security staff to run scans directly.

(iv) The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

(7) Security Assessment and Authorization (SA&A)

(i) For all information systems procured, developed, deployed, and/or operated on behalf of the US Government information by the provision of this Contract, the Contractor must provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the COR, in consultation with the USAID M/CIO Information Assurance Division.

(ii) Prior to deployment of all information systems that transmit, store or process Government information, the contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or COR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.

(iii) Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the COR or other designated Government staff.

(iv) Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the COR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.

(v) All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO

or designee must approve all SA&A requirements.

(vi) In information systems owned or operated by a contractor on behalf of an agency, or for information collected or maintained by or on behalf of the agency, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third-Party Assessor (3PAO). See approved list of Assessors at <https://www.fedramp.gov/> /. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at [saacapackages@usaid.gov](mailto:saacapackages@usaid.gov) at least 60 calendar days prior to obtain the ATO for the IT system.

(vii) USAID retains the right to deny or rescind the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re-submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation. USAID is the final authority on the compliance.

(viii) The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.

(ix) Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with the level of risk as follows:

- High Risk = 30 calendar days;
- Moderate Risk = 60 calendar days; and
- Low Risk = 180 calendar days

(8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.

(d) The Contractor shall include the substance of this special contract requirement, including this paragraph (d), in all subcontracts, including subcontracts for commercial items.

#### **H.34 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project will be considered the property of USAID and will not be reproduced, disseminated or discussed in open forum, other than for the

purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions, and recommendations will be considered confidential and proprietary.

### **H.35 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), i.e., because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

(b) In accordance with the clause entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

(c) If the potential conflict relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(d) If the potential conflict relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

(e) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.



(f) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR Subpart 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contracts as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity", FAR 52.203-8 and "Price or Fee Adjustment for Illegal or Improper Activity", FAR 52.203-10, may be taken by USAID.

(g) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

### **H.36 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)**

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the Contract if such action is determined to be in the best interests of the Government.

### **H.37 ORGANIZATIONAL CONFLICTS OF INTEREST: AUDIT (SEPT 2018)**

#### **Organizational Conflicts of Interest: Preclusion from Furnishing Certain Services and Restriction on Use of Information (September 2018)**

This contract requires the Contractor to provide certain audit services for USAID. To guard against the possibility that the Contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contracts which it will audit under this contract, by accepting this contract, the Contractor agrees that it will not use, or make available to anyone, for the purpose of preparing proposals or any other documents in response to a solicitation for a contract or task order, any proprietary, cost, or otherwise sensitive business information obtained as a result of an audit. The Contractor must agree with the companies that it audits to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the

CO. [END OF PROVISION]

### **H.38 SECURITY CONSIDERATIONS**

Nigeria has been designated a high threat post and the Contractor is expected to take steps to be responsive to this shifting environment. Offerors are advised that there are occasional reports of robberies and car-jacks, some involving armed gunmen, on Nigeria's urban and rural road network. The U.S. State Department travel advisory for Nigeria regularly issues information regarding risks of travel to some states in Nigeria because of the risks of kidnapping, robbery, and other armed attacks in these areas. The advisory also informs that throughout the country, violent crime committed by individuals and gangs, as well as by persons wearing police and military uniforms, remains a problem.

The Contractor is encouraged to establish a comprehensive and dynamic safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Contract as well as the off-duty activities of its employees, as those activities relate to performance of contract work, serving in Nigeria. The Contractor must also work closely with and establish working relationships with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

The Contractor will be responsible for its own security under this Contract and will employ a security profile that is culturally appropriate as well as cost-effective. The Contractor is responsible for maintaining the security of its personnel, materials, and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

Call Orders will provide additional guidance on Security and there will be a requirement to submit a Security Operational Plan to USAID for review at Call Order Level. And a Sample format for Initial Security Operational Plan will be provided.

**(END OF SECTION H)**

## **PART II – CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 NOTICE LISTING OF CLAUSES INCORPORATED BY REFERENCE:**

The following 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" below. Follow this link for electronic access to the full text of FAR clause: <https://www.acquisition.gov/far/part-52> and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.212-4	Contract Term and Conditions—Commercial Products	NOV 2021

	and Commercial Services	
52.215-2	Audit and Records - Negotiation	JUN 2020
	Alternate I	MAR 2009
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on pass-through charges	JUN 2020
52.215-23	ALTERNATE I	OCT 2009
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-24	Limitation of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements- Commercial Acquisition	NOV 2021
52.217-8	Option to Extend Services	NOV 1999
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.229-6	Taxes - Foreign Fixed-Price Contracts	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	NOV 2021
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-3	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.243-7	Notification of Changes	JAN 2017
52.244-2	Subcontracts	JAN 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services-Fixed-Price	AUG 1996
52.246-6	Inspection-Time-and-Material and Labor-Hour.	MAY 2001

52.246-25	Limitation of Liability - Services	FEB 1997
52.247-67	Submission of Transportation Documents for Audit	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7)</b>		
752.202-1	Definitions	JAN 1990
	Supplement For USAID Contracts Involving Performance Overseas	DEC 1986
752.211-70	Language and Measurement	JUN 1992
752.209-71	Organizational conflicts of interest discovered after award	AUG 1999
752.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	MAR 2015
752.222-70	USAID Disability Policy	DEC 2004
752.222-71	Nondiscrimination	JUN 2012
752.225-9	Buy American Act - Trade Agreements Act - Balance of Payments Program	JUL 1997
752.225-70	Source and Nationality Requirements	FEB 2012
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991
752.228-7	Insurance - Liability to Third Persons	JUL 1997
752.228-70	Medical Evacuation (MEDEVAC) Services	JUL 2007
752.229-70	Federal, State and Local Taxes	
752.245-70	Government Property - USAID Reporting Requirements	OCT 2017
752.245-71	Title to and Care of Property	APR 1984
752.252-1	AIDAR Solicitation Provisions Incorporated by Reference	MAR 2015
752.252-2	AIDAR Clauses Incorporated By Reference	MAR 2015
752.252-70	Provisions and Clauses To Be Completed by the Offeror	MAR 2015
752.7006	Notices	APR 1984
752.7008	Use of Government Facilities or Personnel	APR 1984
752.7010	Conversion of U.S. Dollars to Local Currency	APR 1984
752.7013	Contractor-Mission Relationships	OCT 1989
752.7025	Approvals	APR 1984
752.7038	Nondiscrimination against End-Users of Supplies or Services	OCT 2016

**(END OF SECTION I)**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - DOCUMENT, EXHIBITS AND OTHER ATTACHMENTS**

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>
J.1	Price Schedule Template
J.2	Financial Review Report Format
J.3	Internal Control Environment Assessment Checklist
J.4	Contractor Performance Report Short Form
J.5	SF LLL Disclosure of Lobbying Activities <a href="https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf">https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf</a>
J.6	Branding and Marking Requirements Waiver Letter to USAID/Nigeria Implementing Partners
J.7	Risk Assessment Checklist
J.8	Internal Control Questionnaire
J.9	Questionable Cost Matrix
J.10	Implementation Matrix Internal Control Environment Checklist
J.11	Biographical Data Sheets <a href="https://www.usaid.gov/sites/default/files/documents/Form_1420_F_21.11.10.pdf">https://www.usaid.gov/sites/default/files/documents/Form_1420_F_21.11.10.pdf</a>

**USEFUL LINKS/REFERENCE:**

- US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
- USAID AUTOMATED DIRECTIVES SYSTEM (ADS): [www.usaid.gov/pubs/ads](http://www.usaid.gov/pubs/ads)
- SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):  
<http://www.usaid.gov/sa/usaisa/sf1034.pdf>

**(END OF SECTION J)**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**  
**OF OFFERORS**

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	JUN 2020
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

**K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$17 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.



(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.204-20, Predecessor of Offeror.
- ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor

Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**(End of Provision)**

## **K.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged

by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner,

partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.     **(End of provision)**

### **K.3 AUTHORIZED NEGOTIATORS**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

---

---

---

### **K.4 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**(END OF SECTION K)**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 NOTICE LISTING SOLICITATION PROVISIONS 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. Follow this link for electronic access to the full text of FAR clause: <https://www.acquisition.gov/far/part-52> and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020

### **L.2 GENERAL INSTRUCTIONS**

- (a) **Number of Awards:** The U.S. Government anticipates making five (5) BPA awards as a result of this Solicitation. However, the Agency reserves the right to award more or fewer awards than the anticipated number of contracts stated above.
- (b) **RFQ Instructions.** Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror’s proposal may be eliminated from further consideration.

If an Offeror does not understand the instructions in this Solicitation, then it should write to the Contracting Officer for clarification by the date specified in the cover page.

- (c) **Accurate and Complete Information.** An Offeror must set forth full, accurate and complete information as required by this RFQ. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (d) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions as stated in this REQ:
  - (1) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this solicitation

- (2) Submission of information required by Section L or any other section of this solicitation. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this solicitation and supply all information and signature/certifications, as required.
- (e) **Proposal Preparation Costs.** The U.S. Government will not pay for any proposal preparation costs.
- (g) **Questions:** Questions in response to this solicitation must be submitted via email only to [abujasolicitations@usaid.gov](mailto:abujasolicitations@usaid.gov) with a copy to [asadiq@usaid.gov](mailto:asadiq@usaid.gov) by the date and time set forth in the cover letter of this solicitation. It is at the COs discretion to provide response after the above deadline.

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

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

Marva Butler  
Office of Acquisition & Assistance (OAA)  
USAID/Nigeria  
U.S. Embassy Abuja  
Plot 1075 Diplomatic Drive  
Central District Area, Abuja, Nigeria  
Tel: +234-9-461-9300  
Email: [mbutler@usaid.gov](mailto:mbutler@usaid.gov)

- (2) The copy of any protest will be received in the office designated above within one day of filing a protest. Protests must also be submitted to USAID's Assistant General Counsel, at the following address:

William Buckhold  
Assistant General Counsel  
US Agency for International Development  
Office of General Counsel  
Email: [wbuckhold@usaid.gov](mailto:wbuckhold@usaid.gov)  
Fax: 202-216-3055

### **L.4 DELIVERY INSTRUCTIONS:**

1. **Closing Date and Time:** All quotations in response to this RFQ are due as stated in the RFQ cover letter.



2. Technical Proposal and Price Quotation must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.
3. The Offeror will submit the quotations electronically:

All electronic submissions must be sent to [abujasolicitations@usaid.gov](mailto:abujasolicitations@usaid.gov) with a copy to [asadiq@usaid.gov](mailto:asadiq@usaid.gov). Electronic submission must be:

- (i) In “unprotected” excel spreadsheets (software versions 2003 or newer) for the budget to allow USAID to view all formulas and calculations; and,
- (ii) In both Adobe Acrobat PDF and MS Word (software versions 2003 or newer) for the technical proposal, budget narrative, and all other required documents that form part of the proposal.
- (iii) Pages containing signatures should be submitted in Adobe acrobat PDF format.
- (iv) All electronic submission must indicate the RFQ Number and the program title in the subject line of the email to read as follows:  
  
72062022A00005 - Financial Management and Oversight Support Services (email # - of #-)
- (v) Submissions per e-mail should not exceed 10MB in total file/data size. The Offerors should design proposals that facilitate access to information and ease of review.
- (vi) All electronic files must be unzipped.

## **L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

### **(a) Organization of Technical Proposal**

- Technical proposals may not exceed 20 pages, excluding attachments and annexes, and must be on 8.5 by 11 inch or A4 size paper, single spaced, 12-point font with one-inch margins on all sides and tabs for ease of reference to each section.
- If proposals contain text boxes, they must also be in no less than 10-point font, as to not unduly interfere with readability.
- Cover letter, Cover page, Tabs/dividers, Table of Contents, Acronym list, Executive Summary, and Annexes do not count against the 20-page limitation. Any page in the technical proposal that contains a table, chart, or graph, not otherwise excluded above, is subject to the page limitation.

- All information from appendices must be referenced in the technical proposal and summarized and included in the annex section. All critical information from appendices/annexes clearly identified and summarized in the technical proposal will be evaluated as part of the basis of award.
- Additional documentation beyond the 20-page limit and the referenced annexes will not be read or evaluated by USAID.

**(b) Content of Technical Proposal**

- (a) Information provided in the technical proposal will indicate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must be concise, comprehensive, and responsive to the instructions contained herein. Offerors must take into account the technical evaluation factors listed in Section M. It must clearly demonstrate how the proposed approach will address all technical requirements stated in the SOW.
- (b) Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFQ are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work and expensive visual or other presentation aids are neither necessary nor wanted.

**(c) Format and Presentation**

Volume I- Technical Proposal

- i. Cover Letter;
- ii. Table of Contents;
- iii. Acronym List;
- iv. Executive Summary;
- v. Evidence of USAID/Nigeria Prequalification;
- vi. Corporate Capability;
- vii. Contractor Performance Information;
- viii. Technical Proposal
- ix. Annexes (illustrative list, subject to Offeror's own determination):
  - (1) Organizational Chart(s)

NOTE: Offerors will determine the type of information to be submitted as annexes to their technical proposal in response to the instructions provided in the RFQ. The list provided above is only illustrative and not all-inclusive.

**L.5.1 Cover Letter** (does not count against 20-page limit)

Include the offeror's name submitting the proposal and the organization's UEI number. Major

subcontractors (hereafter referred to as “subs”) must be clearly identified, along with their UEI numbers; major subs are defined as those expected to perform at least 20% or a prominent part of the technical effort. Include a contact person for the proposal, including his/her name (both typed and signed), title or position with the organization, address, telephone, and email address. Also state whether the contact person is the person with authority to Contract for the Offeror, and if not, that person should also be clearly identified.

**L.5.2 Table of Contents** (does not count against 20-page limit)

The Technical Proposal will contain a Table of Contents with page numbers indicated.

**L.5.3 Acronym List** (does not count against 20-page limit)

The Technical Proposal will contain a list of all acronyms used in the proposal, along with their full meaning.

**L.5.4 Executive Summary** (not to exceed one page, does not count against 20-page limit)

The executive summary describes the basic elements of the Offeror’s proposal. This section must include goals and objectives and summarize the key elements of the Offerors methodologies, management, personnel and implementation plan.

**L.5.5 Evidence of USAID/Nigeria Prequalification:** *(included in the 20-page limitation) [See Section M.2.3]*

The Offeror must submit evidence of pre-qualification issued by USAID/Nigeria to conduct audits of USAID resources. Information must include date of certification.

USAID/Nigeria Office of Financial Management can be reached for enquires on requirements for the pre-qualifications at;

<b>Mailing Address</b> The Controller USAID/Nigeria U.S. Embassy Abuja Plot 1075 Diplomatic Drive Central District Area, Abuja, Nigeria	<b>E-Mail Address</b> <a href="mailto:abujaaudit@usaid.gov">abujaaudit@usaid.gov</a>
--	---

**L.5.6 Corporate Capability:** *(included in the 20-page limit) [See Section M.2.4]*

- (A) Offerors must demonstrate its capability to manage and execute the work described in Section C of this solicitation. The Offeror must explain the management approach, the rationale and value added by each staff category proposed for addressing the tasks described in the Statement of Work (SOW).

- (B) The Offerors must describe the proposed teaming structure, team members' roles and responsibilities, and distribution of work among team members. Delineation of responsibilities must clearly establish what work will be performed by staff hired directly by the offeror, and subcontractors, if any. Offerors must also describe how they will be organized to accomplish the work under BPA Call orders.
- (C) Offerors must describe and provide evidence of its process or procedures for assessing and determining the professional capabilities and competence of individuals who assume the role of professionals and deployed to perform work of professionals. This must include a description of the Offerors' continuing professional development program to maintain capabilities and competence of professionals, and an independent peer review process to ensure quality control of engagements and deliverables.
- (D) Offerors must describe its relevant experience over the last 5-years in the provision of organizational capacity building and technical assistance services described in section C.1.3-h of the SOW. The description must demonstrate capacity building experience in supporting and strengthening accounting, internal controls, procurement, and other administrative and technical systems of selected entities, including technical capacity to plan, implement, and monitor activities contributing to the accomplishment of the entity's goals and objectives. This includes helping organizations develop their vision, strengthen their institutional and staff competencies, build the networks required to improve their fiduciary performance, incorporate a strong internal control system, implement risk mitigation measures, and provide technical assistance.

**L.5.7 Contractor Performance Information:** *(included in the 20-page limitation) [See Section M.2.5]*

(1) The Offeror (including all partners of a consortium) must provide performance information for itself and each major subcontractor ("major subcontractors" are those subcontractors whose proposed cost exceeds 20% of the Offeror's total proposed budget) in accordance with the following:

- a. List in an attachment to the technical proposal up to 3 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The past performance reports (PPRs) will be 3 for the Prime and 3 additional PPRs for each major subcontractor as defined in the paragraph above. The most relevant indicators of performance are contracts of similar scope, size (dollar value) and/or complexity. Offerors need to demonstrate a successful track record in providing services and achieving results under activities similar in size, scope and complexity. The Offeror must describe successful experiences using subcontractors to implement major technical components. Once an Offeror's proposal is received, reference checks may be undertaken at any time, at the discretion of USAID/Nigeria. USAID may also obtain and consider past performance information from sources other than the Offeror.

The Contractor Past Performance Report – Short Form (Attachment D.4) must be

utilized.

- b. For all contracts listed above that are not in PPIRS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
  - i. Scope of work or complexity/diversity of tasks;
  - ii. Primary location(s) of work;
  - iii. Term of performance;
  - iv. Dollar value; and
  - v. Contract type, i.e., fixed-price, cost reimbursement, etc.
- c. USAID recommends that the Offeror alerts these references that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if USAID requests this information.

(2) In accordance with FAR 15.305(a)(2), if extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

(3) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the Section C. This information is not included in the page limitation.

#### **L.6 INSTRUCTIONS FOR THE PREPARATION OF THE PRICE QUOTE – *[See Section M.3]***

(1) The Price Quote must include a letter, on company letterhead, and signed by an authorized representative of each company, which specifically indicates the company's agreement to be included in the offeror's proposed offer.

(2) The price quote must be submitted under separate file from the technical proposal. The price quote must be in Excel (2003 version or newer) and compatible with a MS Windows XP operating environment. All calculations and formulas must be visible and unlocked. Furthermore, there will be no password protected cells or spreadsheets.

(3) While there is no page limit, Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.

(4) The price quote must be separated by dividers and clearly labeled.

(5) Budget narratives must be in Microsoft Word format and can be converted to Adobe PDF for submission. As applicable, each Call Order price quotation must include a summary budget by major line items, and a subsequent tab with a detailed budget and a grand total.

(6) The Offeror and any proposed subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any,

stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(7) If the Offeror or subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

(a) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

(b) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(8) Offerors must structure their price quote in the following order:

Volume II – Price Quote

- (1) Standard Form (SF) 1449;
- (2) Price Schedule;
- (3) Representations, Certifications and Other Statement of Offerors, including:
  - OMB SF LLL Disclosure of Lobbying Activities;
  - Certification Regarding Trafficking in Persons Compliance Plan.
- (4) Offeror's Policies and Procedures;
- (5) Evidence of Responsibility;
- (6) Letters of Commitment (subcontractors);
- (7) Annexes
  - Annex A – Negotiated Indirect Cost Rate Agreement (NICRA) or 3 Years of Certified Financial Statements if a NICRA is unavailable. The Offeror must provide the NICRA and Ceiling rates for first tier subcontractors.
  - Annex B – Representations and Certifications

**L.6.1 Part 1 - Standard Form (SF) 1449**

The Offeror must submit Section A (cover page) of this Solicitation SF 1449, "Solicitation, Offer and Award" with blocks 12 through 15 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer. In addition, all amendments if any, to the solicitation must be acknowledged.

**L.6.2 Part 2 – Price Schedule**

- (a) Offerors must submit a summary using the format in Table (1) One of Attachment D.1

and a detailed price worksheet in Microsoft Excel format. The spreadsheet will be fully unlocked, cells unhidden, and with all formulas viewable. The contractor should expand upon the summary price worksheet to create a detailed price worksheet in Table (2) Two that reflects how the relevant labor categories were loaded, including base rate, fringe, fee and all other applicable costs. The contractor may add complimentary sections for newly proposed labor categories.

(b) The “Fully Loaded Labor Rate” as described in the worksheet is intended to be an hourly ceiling. Call Order level price quotes for labor can be discounted but may not exceed the proposed rates at the BPA level.

(c) The Offeror must also provide a Prime and Subcontractor Percentage of Labor Overview Chart as an annex to the price schedule, identifying the anticipated labor utilization for the prime and all subcontractors.

**(d) Cost/Price Narrative**

- (1) Offerors are required to submit a narrative detailing proposed loaded hourly rate for personnel and loaded ceiling rates for each labor category, and the factors that led to these proposed rates. For the sake of this solicitation “Loaded hourly rate” is defined as the direct hourly labor rate along with appropriate load factors, inclusive of profit. Other allowable load factors include overhead, fringe, inflation, and general & administrative (G&A) costs. The loaded hourly rates set forth in this schedule are fully burdened, not-to-exceed, ceiling prices. The narrative should address how these proposed rates are fair and reasonable.
- (2) Offerors should include labor categories described in the SOW. Additional and alternate categories and subcategories proposed as part of the offerors staffing plan. However, offerors must not assume that information regarding proposed qualifications for labor categories detailed in the technical proposal will be evaluated as part of the cost proposal. All relevant information contributing to an understanding of how these proposed rates are fair and reasonable must be included in the cost narrative.
- (3) Hourly rates must include consideration of the contractor's established personnel policies and procedures. Final proposed rates are fixed for the contract period. Hourly rates must not include or be applied to costs covered as other direct costs; these costs are not to be considered part of the Labor Hourly Rate.

**L.6.3 Part 5 - Representations, Certifications, and Other Statements of Offerors**

(1) Offerors and proposed subcontractors must ensure they are registered with the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) per FAR part 4. A successful registration in SAM means the Offeror has obtained a UEI number, has registered in CCR (Central Contractor Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA). The Offeror and each proposed subcontractor must complete "Representations, Certifications, and Other Statements of

Offerors.”

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

(4) The Offeror must submit as part of its proposal a statement that the Offeror has registered in SAM – System for Award Management (<https://www.sam.gov/>). A successful registration in SAM means the Offeror has obtained a UEI number, has registered in CCR (Central Contractor Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA).

(5) The Offeror and its major subcontractors must provide SF LLL Disclosure of Lobbying Activities. See Attachment D.5. This must be submitted as part of the cost proposal.

#### **L.6.4 Part 6 - Policies and Procedures**

Each Offeror must submit a copy of its most current personnel policies, especially regarding current salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

#### **L.6.5 Part 7 - Evidence of Responsibility**

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, Offerors should seriously address each element of responsibility. To be determined responsible, a prospective Offeror must:

- (a) Have adequate financial resources to perform the Contract, or the ability to obtain them (see FAR 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (c) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls, and



technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and Sub-Contractors). (See FAR 9.104-3(a)); and

(f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

#### **L.6.7 Part 8 - Letters of Commitment (Subcontractors, if applicable)**

The price quotation must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's quotation.

### **L.7 INSTRUCTIONS FOR THE PREPARATION OF A BRANDING IMPLEMENTATION AND MARKING PLAN**

(a) When requested by the Contracting Officer at Call Order level, Offerors must submit a Branding Implementation Plan (BIP) and Marking Plan (MP) consistent with the instructions in Section D. These will be evaluated for sufficiency but will not be rated. Preparation of an Offeror's Branding and Marking Plan should focus on the following:

- (1) Completeness of the plans.
- (2) Responsiveness to specific circumstances, implementation challenges and working environments.
- (3) Comprehensiveness to include contract deliverables and performance requirements.

(b) Costs of Branding and Marking (ADS 320.3.6.3) must be included in the total estimated cost of the Offer (at Call Order level); these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

(c) The plan must be submitted as a separate annex to the technical proposal and will not be counted in the page limitation.

(d) The requested Plan must include any proposed exceptions, if any.

(e) Please note that USAID/Nigeria has waived marking requirements for selected locations in Nigeria. Also, note that this information changes from time-to-time. A copy of the current waiver notification to USAID/Nigeria Implementing Partners is provided as Attachment D.6 to this solicitation.

(f) The respective Call Order Contracting Officer will review the proposed BIP and MP (including any requests for exceptions) for approval, consistent with the Branding and Marking policy referenced in Section D.

## **L.8 INSTRUCTIONS FOR PREPARATION OF A SECURITY OPERATIONAL PLAN**

- (1) Offerors must submit at Call Order Level a Security Operational Plan as part of the technical proposal. The Plan must be based on a credible threat analysis and risk assessment. The Plan must provide a coherent, integrated security plan, which demonstrates that the Offeror has undertaken a thoughtful review of their security needs and includes analysis of the various elements of a security system showing how threats will be mitigated.
- (2) The Plan must include a point of contact to answer questions or provide clarifications regarding security throughout the life of the program. Offeror is encouraged to acquire professional advice from an expert of its choosing to assist in establishing an overall security plan/system.
- (3) The security plan accompanied by a corresponding budget will be reviewed together with the technical and cost proposals, and it needs to demonstrate that the security needs to successfully implement the scope of work as presented in the Offeror's technical approach have been addressed/considered.
- (4) A sample format for Initial Security Operational Plan may be provided to Offerors at Call Order level.

## **L.9 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (DECEMBER 2021)**

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

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

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror's/Contractor's reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

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

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

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

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

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

(4) Additional submission requirements:

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

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

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

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

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

- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;

- b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
- (5) Identification of other available options;
- i. Replacement of covered equipment and systems, as applicable;
  - ii. Accessibility of the alternative equipment and systems, as applicable; and
  - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.
- (iv) Pending waiver requests/Approved waivers:
- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
  - b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

**(END OF SECTION L)**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL INFORMATION**

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, Offerors are to submit their best technical and cost quotations with their initial submissions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines it to be necessary.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFQ and make contract award to the responsible Offerors whose quotation(s) represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

### **M.2 TECHNICAL EVALUATION FACTORS**

#### **M.2.1 Rating Methodology**

- (a) The selection decision will be based on evaluation of the following factors:
- (1) Technical Factors listed in the table below
  - (2) Cost/Price
- (b) Technical Evaluation Factors will be rated in the order of importance as indicated in the table below. However, all evaluation factors other than cost or price, when combined, are significantly more important than cost/price.

#### **M.2.2 Technical Evaluation Factors**

The technical evaluation factors listed below are presented by major category so that Offerors will know which areas require emphasis in the preparation of information. Offerors must note that these factors serve as the standard against which all technical information will be evaluated, and will serve to identify key discriminators in evaluation of each offer. The technical proposal must be organized in the same order as the evaluation factors listed below.

<b>EVALUATION FACTOR*</b>	<b>DESCRIPTION</b>	<b>RELATIVE IMPORTANCE</b>
FACTOR 1	USAID/Nigeria Pre-	Factor 1 is the most important

	Qualification	factor and more important than Factors 2 and 3.
FACTOR 2	Corporate Capability	Factor 2 is less important than Factor 1 but is more important than Factor 3.
FACTOR 3	Contractor Performance Information	Factor 3 is the least important factor and less important than Factors 1 and 2.

**\*Note:** This solicitation does not have subfactors for evaluation.

### **M.2.3 Evaluation Factor 1, USAID/Nigeria Pre-Qualification – [See Section L.5.5]**

- Submission of written evidence of Pre-qualification by USAID/Nigeria to conduct audits of USAID resources.

### **M.2.4 Evaluation Factor 2, Corporate Capability – [See Section L.5.6]**

**Note: the following elements are not subfactors; rather they are aspects that will be considered when evaluating Corporate Capability.**

- (i) Offeror's ability to sequence, organize and manage the work in response to the requirements in this BPA. This includes a proposed project milestone plan that is integrated with and can be consistently tracked through task implementation, schedule and price.
- (ii) Proposed labor mix in the personnel plan, including breadth and depth of key personnel qualifications, adequately meets the requirements of the BPA. Demonstrated quality control techniques, including compliance with USAID's requirements and applicable rules and regulations.
- (iii) Offerors' ability to maintain and deploy competent professionals with the professional knowledge, professional skills, and professional values, ethics, and attitudes required to perform engagements, and that the professionals possess the requisite capabilities, and have demonstrated the requisite competence, for performing their roles.
- (iv) Relevance of capacity building experience: The Government will evaluate whether Offerors provided a list and narrative of similar engagements for which the organization has undertaken strengthening its clients, particularly in activities relevant to the SOW in Section C.1.3-h. The evaluation will consider if and how well the Offeror developed tools, methods, or resources for organizational management, including training provided.

### **M.2.5 Evaluation Factor 3, Contractor Performance Information – [See Section L.5.7]**

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in

response to Section L.5.7 of this RFQ and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

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

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

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

- ***Quality***, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
- ***Cost control***, including forecasting costs as well as accuracy in financial reporting.
- ***Schedule***, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements [e.g., efforts that contribute to or affect the schedule variance].
- ***Management***, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- ***Regulatory Compliance***, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).

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

- The Offeror lacks relevant performance history,
- Information on performance is not available, or
- The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

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

### **M.3 COST EVALUATION – /See Section L.6/**

USAID will evaluate the price quotations based on the following considerations:

1. Fairness and reasonableness of proposed costs;
2. Accuracy and completeness of the price quotation and supporting documentation; and,
3. The degree to which the cost included in the price quotation accurately represents the work effort included in the Technical Proposal.

Offerors should note that evaluation points are not awarded for cost proposals and the relative importance of cost is significantly less than technical factors. However, cost proposals submitted will be a selection factor and considered in making a best value determination in accordance with FAR Subpart 15.4. Therefore, the closer the technical evaluation ratings of the various proposals are to one another, the more important cost considerations will become.

In addition, no cost evaluation will be performed on proposals determined to be non-responsive, and no cost evaluation will be carried out on subcontractors whose proposed cost is less than 20% of the Offeror's total proposed budget.

### **M.4 DETERMINATION OF COMPETITIVE RANGE**

(a) The Government intends to evaluate proposals and may award a Contract without discussions. However, if the Contracting Officer determines that discussions are necessary, s/he will establish a Competitive Range composed of only the most highly rated quotations pursuant to FAR 15.306(c).

(b) Offerors are advised that, in accordance with FAR 52.215-1, the Contracting Officer may determine that the number of most highly rated quotations that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated quotations.

### **M.5 SOURCE SELECTION DECISION**

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which quotations offer the best value to the U.S. Government. In accordance with FAR 52.215- 1, and as set forth in Section M of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose quotations represents the best value to the U.S. Government after evaluation in accordance with all factors in this solicitation.

(b) **Tradeoff:** This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal,



technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

**[END OF SECTION M]**