



USAID
FROM THE AMERICAN PEOPLE

NIGERIA

Date Issued: September 24, 2020
Deadline for Questions: October 7, 2020
Closing Date: October 26, 2020
Closing Time: 4:00 p.m. Nigeria local time

Subject: Request for Proposal (RFP) SOL -72062020R00012 – Monitoring, Evaluation and Learning (MEL) Support Activity

Dear Prospective Offerors:

The U.S. Agency for International Development (USAID) seeks proposals from qualified small business organizations interested in providing Monitoring, Evaluation and Learning (MEL) Support services in support of ongoing USAID/Nigeria Projects as detailed in the attached solicitation.

Pursuant to Part 19 of the Federal Acquisition Regulation (FAR), Small Business Programs, this solicitation is restricted to small business organizations described therein. This Procurement will be conducted within the authority of FAR Part 15 and the selection of an award will be determined by using the best value continuum pursuant to FAR Part 15.101.

USAID/Nigeria anticipates awarding a Cost-Plus-Fixed-Fee (CPFF) completion type contract, with a total estimated cost range between \$17 to \$19.9 million for a period of five (5) years. Revealing the cost range does not imply that Offerors should strive to meet the maximum. Offerors must propose costs that are realistic and reasonable for the work described in Section C of this solicitation.

The North American Industry Classification System (NAICS) code for this acquisition is 541990 - All Other Professional, Scientific and Technical Services. The small business size standard is \$16.5 million. The authorized geographic code for the prime contractor of this procurement is 937 (the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source).

To facilitate a timely response, all questions and requests for clarification regarding this solicitation must be submitted electronically by the due date indicated above to the following Email: abujasolicitations@usaid.gov. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Official U.S. Government Website beta.sam.gov under Contract Opportunities. Offerors are encouraged to check this website (<https://beta.sam.gov/>) periodically as acknowledgement of any such amendment is required to accompany the Offeror's proposal.

The Offerors interested in this solicitation must make sure that it is downloaded in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

You are advised to read this solicitation in its entirety. Pursuant to Block 12 of Standard Form 33 of this RFP, USAID requires that offers remain valid for 180 calendar days from the RFP closing date. **Offerors’ proposals must be submitted as prescribed in Section L and evaluated per Section M “Evaluation Factors for Award” and based on the date and time as stated in this cover letter.** Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 52.215-1. Failure to comply with the submission date and time will deem any submission unacceptable and it will not be reviewed nor evaluated. Faxed proposals are not acceptable, nor will they be reviewed nor evaluated

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. FAR 52.232-22 - Limitation of Funds applies to this award. The Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

Thank you for your interest in USAID programs.

Sincerely,

CHERYL DEANNE HODGE-SNEAD
(affiliate)

Digitally signed by CHERYL DEANNE HODGE-SNEAD (affiliate)
Date: 2020.09.24 14:02:31 +01'00'

Cheryl Hodge-Snead,
Contracting Officer

Attachment: **RFP Solicitation Number 72062020R00012**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 148	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72062020R00012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09/24/2020	6. REQUISITION/PURCHASE NUMBER REQ-620-20-000065
7. ISSUED BY USAID/Nigeria USAID/Nigeria Plot 1075 Diplomatic Drive Central District Area Abuja, Nigeria 00000		CODE 720620	8. ADDRESS OFFER TO (If other than Item 7) See Section L.4		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 A local time 10/26/2020
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Maryam Abdullahi	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS mabdullahi@usaid.gov
	AREA CODE	NUMBER	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Cheryl Hodge-Snead		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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Previous edition is unusable

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List of Abbreviations and Acronyms

ADS	Automated Directives System
AMEP	Activity Monitoring and Evaluation Plan
BS	Branding Strategy
CDCS	Country Development Cooperation Strategy
CO	Contracting Officer
COP	Chief of Party
COR	Contracting Officer's Representative
CLA	Collaborating, Learning and Adapting
CPARS	Contractor Performance Assessment Report
DO	Development Objective
DCA	Development Credit Authority
DCOP	Deputy Chief of Party
DQA	Conduct Data Quality Assessments
FAR	Federal Acquisition Regulations
ESRS	Electronic Subcontracting Reporting System
GON	Government of Nigeria
J2SR	Journey to Self-Reliance
LOE	Level of Effort
LPG	Loan Portfolio Guarantee
MEL	Monitoring, Evaluation & Learning
MEMS	Evaluation Management Services
MISSION	USAID/Nigeria
M&E	Monitoring and Evaluation
MP	Marking Plan
NE	Northeast
RFP	Request for Proposal
SOW	Statement of Work
TA	Technical Assistance
USAID	U.S. Agency for International Development
USG	U.S. Government

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE

The purpose of this contract is to provide technical services that fall within the Statement of Work specified in Section C – The Monitoring, Evaluation and Learning (MEL) Support activity.

B.2 CONTRACT TYPE AND SERVICES

This is a Cost-Plus Fixed Fee (CPFF) Completion-Type Contract in accordance with FAR 16.306(d)(1). The Contractor will provide the deliverables described in Section C and the additional requirements of Section F and H in accordance with the performance standards specified herein.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

In accordance with FAR Part 52.232-22 - Limitation of Funds:

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is **TBD**. The fixed fee is **TBD**. The estimated cost-plus fixed fee is **TBD**.

(b) The below Lines Item Table encompass all costs included in the final/accepted budget. The final accepted budget is to be followed when expending funds.

Item No	Supply/Services Description	Quantity	Unit	Amount
00001	MEL Support Services	5	YEARS	TBD
Total Estimated Cost				TBD
Total Fixed Fee				TBD
Total Estimated Cost + Fixed Fee				TBD

BUDGET:

ITEMS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Direct Cost						
Other Direct Cost						
Indirect Cost						
Fixed Fee						
TOTAL ESTIMATED COST						
Total Estimated Cost plus fixed fee						

The contractor will not be paid any sum in excess of the ceiling price.

(c) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **TBD**. The Contractor will not exceed the aforesaid obligated amount.

(d) Funds obligated hereunder are anticipated to be sufficient through o/a **TBD**.

B.4 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:
Type of Rate:
Period:

2/Base of Application:
Type of Rate:

Period:

3/Base of Application:

Type of Rate:

Period:

Source:

Note 1: Contractors may recover applicable indirect costs (i.e., overhead, G&A, etc.) if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While Subcontractor indirect cost rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above may be included in the proposals and are subject to Contracting Officer's approval in accordance with FAR 52.244-2, Subcontracts.

B.5 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

Reimbursement for indirect costs shall be at the lower of the negotiated final or predetermined rates, or the following ceiling rates (**To be filled in at award**):

For Prime Contractor:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:

Type of Rate:

Period:

2/Base of Application:

Type of Rate:

Period:

3/Base of Application:

Type of Rate:

Period:

Source:

For Major Subcontractors*

Monitoring, Evaluation and Learning Support (MEL Support) Activity

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:

Type of Rate:

Period:

2/Base of Application:

Type of Rate:

Period:

3/Base of Application:

Type of Rate:

Period:

Note:

(a) *‘‘major subcontractors’’ are subcontractors whose proposed costs exceed 20% of the Offeror’s proposed total cost or perform a key element of the scope of work.

(b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

(c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 31 (Contract Cost Principles), A-21 (Cost Principles for Educational Institutions), A-122 (Cost Principles for Non-Profit Organizations), FAR 52.216- 7 (Allowable Cost and Payment), FAR 52.216-8 (Fixed Fee) if applicable, and AIDAR 752.7003 (Documentation for Payment), may be reimbursable under this contract.

B.7 FIXED FEE SCHEDULE

The Contracting Officer shall withhold a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest.

Year 1 – Monthly Fixed Fee	Year 2 – Monthly Fixed Fee	Year 3 – Monthly Fixed Fee	Year 4 – Monthly Fixed Fee	Year 5 – Monthly Fixed Fee
TBD	TBD	TBD	TBD	TBD

NOTE: FEE SCHEDULE WILL BE BASED ON FINAL NEGOTIATED FEE

B.8 MULTI-YEAR CONTRACT

This contract is considered non-severable and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

Cancellation Dates and Ceilings:

Contract Year 2: Date **TBD** Amount: 7% of total estimated cost

Contract Year 3: Date **TBD** Amount: 4% of total estimated cost

Contract Year 4: Date **TBD** Amount: 2% of total estimated cost

Contract Year 5: Date **TBD** Amount: 1% of total estimated cost

As per FAR 17.106, cancellation ceilings are applicable to nonrecurring costs to be incurred by an “average” prime contractor or subcontractor, which would be applicable to, and which normally would be amortized over, the services to be furnished under the multi-year requirements. Nonrecurring costs include such costs, where applicable, as plant or equipment relocation or rearrangement, special tooling and special test equipment, pre-production engineering, initial rework, initial spoilage, pilot runs, allocable portion of the costs of facilities to be acquired or established for the conduct of the work, costs incurred for the assembly, training, and transportation to and from the job site of a specialized workforce, and unrealized labor learning. They shall not include any costs of labor or materials, or other expenses (except as indicated above), which might be incurred for performance of subsequent program year requirements.

This is a CPFF completion type contract where the contractor is authorized to be reimbursed for all costs that are allowable in accordance with FAR 52.216-7, “Allowable Costs and Payment”. Therefore, the contractor is expected not to incur any costs which would have been amortized over the life of the contract.

Pursuant to FAR 52.217-2 – Cancellation Under Multi-Year Contracts, except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause. Costs associated with termination of contract will be subject to FAR Clause 52.249-6 and 52.249-14.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**MONITORING, EVALUATION AND LEARNING (MEL)
SUPPORT ACTIVITY****C.1 INTRODUCTION**

The Monitoring, Evaluation and Learning (MEL) Support Activity is a five-year activity to assist USAID/Nigeria in advancing its broader organizational learning and development efforts. This will be accomplished by further strengthening the Mission's capacity and performance in programmatic monitoring, evaluation, learning, collaborating, and adapting. The MEL Support activity will closely align with USAID/Nigeria's new Country Development Cooperation Strategy (CDCS) to be launched in the summer/fall of 2020. The MEL Support activity will provide a broad range of specialized technical assistance, training, data gathering and analysis, field-based monitoring, evaluations and assessments, facilitation of organizational learning and adaptation initiatives, and short-term technical assistance. Contractors are strongly encouraged to partner with Nigerian organizations, companies, research institutes, and/or academic institutions to achieve the goals and carry out the activities described herein.

The contract will be managed out of the USAID/Nigeria Program Office, and the contractor will work with USAID/Nigeria staff, USAID implementing partners, and other key stakeholders including development partners in Nigeria, and USAID/Washington stakeholders.

C.2 OBJECTIVE

The objective of MEL Support Activity is to supplement and strengthen the Mission's monitoring, evaluation, and learning capacity to enhance programmatic outcomes and comply with USAID policies and directives.

To this end the contractor will assist the Mission with strategy-, project-, and activity-level performance monitoring, evaluation, and learning including independent field-based monitoring, data quality assessments, data gathering and verification, impact and performance evaluations, assessments, collection of select country context indicators, organizational learning, and improving knowledge management. In addition, the activity will support short-term technical assistance for USAID programmatic objectives as needed where short-term technical assistance staff for learning are embedded in the Nigeria government systems that need the support.

MEL Support will help enable and ensure effective collection and use of relevant performance, context, and development-related data to inform the Mission on progress towards achieving USAID/Nigeria's development objectives (DO) and enable proper oversight and adaptive management of USAID activities.

This activity is expected to help support Nigeria on its Journey to Self-Reliance (J2SR), helping to build a highly qualified domestic cadre of MEL Specialists, including USAID staff, its own staff, staff of other USAID implementing partners, contractors, government counterparts, and others.

C.3 BACKGROUND INFORMATION

Nigeria is the continent's most populous country with over 214 million people. While it hosts Africa's largest economy, it also has the largest number of people in the world living in extreme poverty, some 88 million. About 50 percent of Nigerians do not have access to power. Unemployment has averaged 23 percent over the last five years. Over 60 percent of the country is under age 24. Globally, Nigeria accounts for one-third of all malaria deaths and the second-highest number of HIV-positive people, representing nine percent of the global HIV burden. Nigeria has the world's second largest number of school-aged children not in school (an estimated 13 million). Adult literacy stands at about 60 percent nationwide with wide gender and urban-rural disparities. According to Trading Economics, the Youth Unemployment Rate in Nigeria was at 36.5 percent in the third quarter of 2018. Twelve percent of children die before their fifth birthday and of those who survive, 37 percent are stunted. About 13.5 percent of Nigerians (around 27 million) have some form of physical impairment.

Elections in February and March of 2019 were deemed to generally reflect the will of the people but were marred by violence and irregularities demonstrating the country's democratic fragility. Nigeria is projected to be the world's third most populous country by mid-century, creating enormous security, stability, migration, and public health impacts far beyond its own, and even Africa's borders. As conflict and instability threaten to undermine Africa's largest democracy, the situation is exacerbated by the Boko Haram and Islamic State in West Africa insurgencies in the country's Northeast (NE). With much of the infrastructure devastated and basic services paralyzed in the NE, a severe humanitarian crisis has emerged with some 7.1 million people in need of life-saving assistance. Nigeria also struggles with on-going rural violence in the middle belt of the country, primarily between traditional herders and farmers, and high crime in the coastal areas.

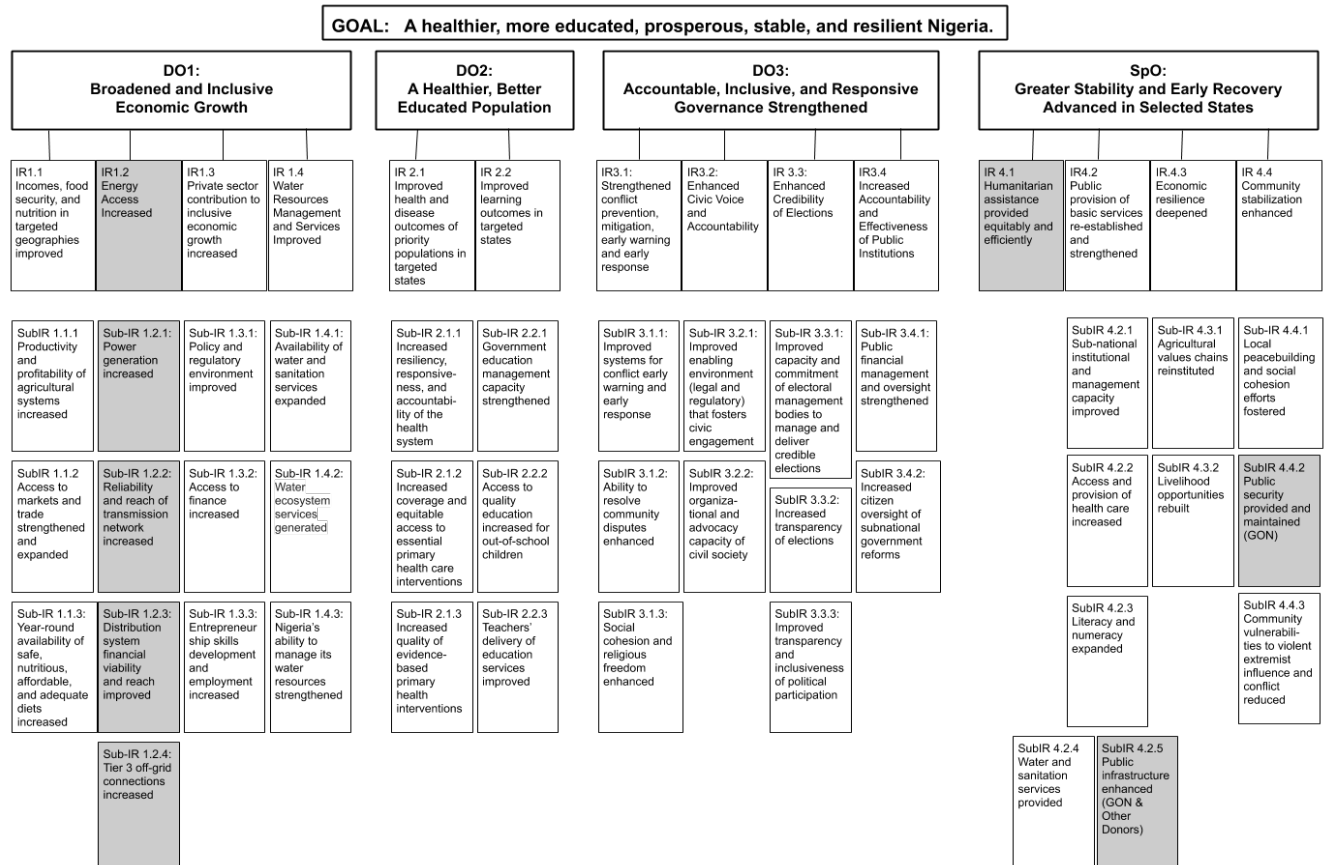
The Mission works across several technical teams to address these development challenges and support Nigeria on its journey to self-reliance. **Presently, those teams are (1) Economic Growth and Environment, (2) Education, (3) HIV and Tuberculosis, (4) Health, Population, and Nutrition, and (5) Peace and Democratic Governance.** In addition, USAID addresses humanitarian crises in Nigeria through the Bureau of Humanitarian Assistance, and some of the immediate impact of conflicts created by Islamic State of West Africa and Boko Haram through USAID's Office of Transition Initiatives.

USAID/Nigeria's 2020 - 2025 Country Development Cooperation Strategy (CDCS) goal is "A healthier, more educated, prosperous, stable, and resilient Nigeria." The Mission is working to achieve this goal through a set of three broad Development Objectives (DOs) and one Special Objective:

Monitoring, Evaluation and Learning Support (MEL Support) Activity

- DO 1: Broadened and inclusive economic growth,
- DO 2: A healthier, better educated population
- DO 3: Accountable, inclusive, and responsive governance strengthened.
- SpO: Greater stability and early recovery advanced in selected states

. Mission activities support the following results framework:



Nigeria is a demanding context to implement development programs. Ever present and shifting security threats present a challenge for the Mission’s activity managers to travel to activity sites to monitor progress. Further, a stretched workforce within the Mission itself means proper oversight of activities can also be challenging.

To help address these limitations and to ensure alignment with Agency requirements, since 2005, the Mission has hired firms to provide monitoring and evaluation support services. Between 2005

and 2015, two sequential activities were implemented and were referred to as Monitoring and Evaluation Management Services (MEMS) activities I and II. From 2016, the third iteration was awarded and became known as the Monitoring, Evaluation, and Learning (MEL) activity.

The Mission has learned from the course of these successive MEL activities that, for any implementing partner to be effective, it must be nimble in terms of being able to quickly mobilize staff with the expertise needed by the Mission for monitoring, evaluation, learning, and knowledge management efforts, and be able to quickly get out to the field -- across all of Nigeria -- to monitor and evaluate implementation of our activities. In addition, the Mission has seen the importance of having highly qualified data gathering and analysis expertise in the contractor, especially with skills and/or access to the expertise to appropriately assess our diverse portfolio of activities. **The ability to hire and retain key staff, including staff with technical expertise in the Mission's four main programmatic areas is critical to maintaining quality deliverables.** Similarly, the ease with which members of the Mission and the implementing partner can interact is key to the Mission being able to meet its MEL needs. While adhering to necessary procurement and contractual regulations, to the degree possible, there should be a free flow of information and data between the contractor and the Mission. Overall, there should be consistent engagement, communication, and commitment between the Mission's technical teams and the contractor. The contractor must be adept at promoting new knowledge, including new M&E approaches, products; tools; skills; and processes to enhance the Mission's project and activity management.

In addition, as third-party monitoring has become more prevalent due to security restrictions, the implementer needs to keep the Mission up-to-date on creative and innovative ways to conduct third-party monitoring, such as participation by phone or video, use of context indicators to assess changes, and/or the use of satellite imagery to assess progress. The Mission requires a MEL partner with state-of-the-art knowledge of many different modalities - technological and technical solutions - that could be employed to track the progress and impact of our projects and activities.

USAID/Nigeria has found it very useful to bring implementing partners, other donors, the government, and private sector entities together for major collaboration and learning events to enhance development outcomes. The Contractor must be proficient at complex logistics for major events and providing local and international expertise to help facilitate such events.

C.4 TASKS

The MEL Support activity will provide appropriate monitoring and evaluation of activities across Nigeria and support the Mission's efforts to learn and adapt its programming to maximize development outcomes under its CDCS activities. The expected activity elements and sub-elements are:

- a. Performance Monitoring

- i. provide high quality field-based monitoring services
- ii. conduct Data Quality Assessments
- iii. provide suggestions and state-of-the-art recommendations to strengthen USAID/Nigeria's development programs and MEL system
- b. Assessment & Evaluation
 - i. conduct assessments to inform Mission approaches
 - ii. carry out activity and/or project evaluations as needed
- c. Collaborating, Learning and Adapting (CLA)
 - i. maintain and improve the mission's knowledge management system which tracks implementing partner data reporting
 - ii. increase the availability of reliable, empirical evidence for monitoring, learning, and adapting
 - iii. provide short term technical experts as needed to support mission activities
- d. Knowledge Management
 - i. provide training to share MEL best practices and tools to allow our implementing partners, government, and other local entities the opportunity to deepen their MEL capacities
 - ii. organize and support Mission Learning events

Performance management, as defined in the Automated Directives System (ADS) 201, is the systematic process of planning, collecting, analyzing, and using performance monitoring data and evaluations to track progress, influence decision making, and improve results. Consistent with the Automated Directives System (ADS) 201, the implementer will help USAID/Nigeria with the following MEL tasks:

1) Performance Monitoring Support Services

Performance management illustrative services under this component include:

- Conduct Data Quality Assessments (DQA) consistent with ADS 201, with the ability to mobilize within five business days from assignment and complete the reporting within one week of the fieldwork (Estimated at 20 per year)
- Conduct Field Based Monitoring, with the ability to mobilize within five business days of receiving the assignment, initial reporting within 2 business days of completion of the field work, and final report within seven business days of completion of the field work. (Estimated 35 site visits per month over a range of 6-8 activities)
- Harmonize GIS data collection process from implementing partners on activity implementation sites and create maps as needed.
- Support technical teams in data gathering (Estimated 100 workdays per year, about 20 days per technical team)

- Analysis of indicator data (Estimated 100 workdays of effort per year, about 20 days per technical team)
- Stakeholder interviews and other means of assessing activity, project, or CDCS strengths, weaknesses, and areas for improvements (estimated 25 assessments, each with 50 - 100 stakeholder interviews, over the course of the contract.)
- Context Monitoring (Annually to support DO-level portfolio reviews)
- Assist with drafting, review, and updating key performance management documents:
 - Mission Performance Management Plan (PMP) and associated Performance Indicator Reference Sheets (PIRS) (Initial drafting upon finalization of the new CDCS and updating annually)
 - Project and Activity level MEL Plans and associated Performance Indicator Reference Sheets (3-5 Project MEL Plans at the inception of the new CDCS, with annual reviews during the course of the CDCS; An estimated 15 new Activity MEL plans to be drafted each year and approximately 50 Activity MEL plans to be reviewed annually).
- Remain up-to-date on technological and other monitoring approaches to help the Mission stay informed about the progress of its projects and activities.

2) Assessment and Evaluation Services

This aspect of the award will focus on periodic measurement of progress in the course of implementing the CDCS, evaluating the efficacy of implementation approaches, value for the money, test the validity of assumptions or the theory of change, or look for ways to improve development outcomes. Systematic processes involving social and scientific measures will be deployed to ascertain and determine milestones, and explore the factors that influence progress, either as impediment or enablement. Illustrative tasks within this component include the following estimates:

- Baseline assessments (2-4 per year)
- Rapid feedback assessments (1-2 per year)
- Midcourse activity evaluations (4-5 assessments per year)
- Final activity evaluations (4-5 per year)
- Development Objective evaluations (One to two over the course of the CDCS)
- Whole-of-project evaluations (one to two over the course of the CDCS)
- Conduct and/or support analyses and assessments as needed, including but not limited to assessments for the midcourse stocktaking for the 2020-2025 CDCS and any successor CDCS, Political Economy Analysis, Gender Analysis, and (two to three half way into the CDCS period and three to five in preparation for the development of the next CDCS.)
- Other activity, project, or technical team assessments and studies as needed

3) Collaboration, Learning, and Adapting (CLA)

The contractor will work with the Mission, its implementing partners, international donors, and other stakeholders to foster and advance an effective CLA culture. The contractor is expected to bring innovative CLA approaches to aid the Mission in improving development outcomes. Illustrative CLA tasks include:

- Provide training to ensure mission staff and implementers have the most up-to-date knowledge and capacity to fulfill all aspects of the program cycle (~10 training sessions per year)
- Conduct, facilitate, and/or arrange logistics and other support for collaborating or learning events as needed, including Mission-wide learning events, meetings with implementing partners (including but not limited to the Mission Director's Quarterly Implementing Partners meetings and quarterly CLA events for USAID and implementing partner MEL specialists), staff retreats, technical team meetings with implementing partners or other donors, stakeholder consultations, technical team learning events, and field visits for mission leadership or U.S. Government officials (Estimated 25 events per year: 4-6 which can comprise of 150 persons and above; 6-8 from 50 to 100 persons, and 6-10 for under 50 persons)
- Support the development and implementation of the Mission's learning agenda as needed (estimated 20 events per year)
- Support technical teams, activity managers, and Assistance or Contract Officer's Representatives (A/CORs) with on-demand data analysis, data visualization, and actionable information usage (Estimated 50 days of effort per year, mostly around the semi-annual portfolio reviews.)
- Support data gathering, analysis, and visualization for periodic Mission requirements such as the annual Performance Plan and Report amongst others (Estimated 30 days per year)
- Provide short term (six months or less) consultants as required for technical assistance to Government of Nigeria or state governments as needed (Estimated one to two per year technical areas per year)
- Provide short term (six months or less) technical assistance to the Mission (internally or situated in Nigerian federal or state government offices) to fill unexpected or specialized technical needs (Estimated one to two per year)
- Assist in building the capacity of Nigerian Monitoring and Evaluation expertise
- Provide suggestions and state-of-the-art recommendations to strengthen USAID/Nigeria's development programs and MEL system.

4) Knowledge Management

The knowledge management component will harness, organize, and disseminate the knowledge gained from monitoring, evaluation, and learning to institutionalize information for use across the Mission. Illustrative tasks under the knowledge management component include:

- Maintaining and upgrading USAID/Nigeria’s performance management database or help to create any successor thereto (Estimated full time effort for at least one person for the duration of the contract).
- Training Mission staff and implementing partners on the use of the performance management database to record, extract, and analyze performance data
- GIS mapping, training, supporting technical teams and Program Office (Estimated 40 days per year)
- Educating Nigerian MEL specialists and strengthening local MEL capacity, especially among MEL firms that are part of the platform consortium. (Estimated 50 days per year)

To build indigenous capacity within Nigeria to carry out MEL and knowledge management, the activity is expected to work with Nigerian entities (individuals, academic institutions, think tanks, sub- contractors, and government counterparts) to the extent possible while maintaining proper management and oversight and ensuring the Mission receives top quality services.

The Mission will issue individual work orders for these tasks. For DQAs and Monitoring, the contractor must mobilize to the field within one week of receipt of the work order, provide an initial verbal report within two days of completing field work, and provide a final written report within seven days of completing field work, except as otherwise agreed in writing.

Invoices for services must track costs per work order.

C.5 SPECIAL REQUIREMENTS

C.5.1 Gender and Inclusive Development Considerations

USAID activities must comply with USAID gender and inclusive development policies, including, but not limited to, the Disability Policy; the Gender Equality and Female Empowerment Policy; the Youth in Development Policy; the Democracy, Human Rights and Governance Strategy; LGBT Vision for Action; and the Nondiscrimination for Beneficiaries Policy. As such, this procurement is central to the Mission’s effort to ensure that Mission activities identify and seek to remedy gender gaps, and assist these marginalized groups. Gender indicators and analyses are required for USAID activities in accordance with ADS 205, Integrating Gender Equality and Female Empowerment in USAID’s Program Cycle and activities are required to report sex-disaggregated statistics. This contractor will review PMEL and AMEL plans to help ensure that required gender indicators as specified in ADS 205.3.3 are included and make technical recommendations where appropriate. The contractor will be required to assess gender and inclusive development impacts in any activity or programmatic evaluations, or assessments conducted. The Contractor shall also integrate gender equity and inclusive development goals in its own hiring, contracting, and other operations.

C.5.2 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. The contractor is advised that there are regular reports of robberies and carjacking, 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 various states 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 expected to be able to expeditiously travel frequently to these states where travel for USAID staff may be prohibited or have limited opportunities to visit.

The contractor is to establish a comprehensive and dynamic safety and security plan pertaining to all aspects of its activities, including the activities of its employees on and off-duty. The contractor must establish working relationships and collaborate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees. The contractor is also required to cooperate in sharing information regarding travel hazards and security situations with the Mission's Partner Liaison Security Operations (PLSO) activity.

The contractor is 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 worksite which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

C.5.3 Local Capacity Development Considerations

To achieve long-term, sustainable development, USAID supports local organizations, including civil society organizations, academic institutions, and Nigerian private sector firms to build indigenous capacity, consistent with USAID's Journey to Self-Reliance (J2SR) initiative. The contractor is strongly encouraged to engage to the maximum extent possible with local implementing partners to carry out the objectives of this contract. The Contractor must assess and offer effective remedies for MEL capacity gaps among USAID's partners as well as the Contractor's own local partners. The Contractor is to build the ability of their local firms to eventually take over MEL and CLA assistance to USAID/Nigeria, the government of Nigeria, and other development partners.

C.5.4 Technical Direction and Coordination

The Contracting Officer Representative (COR) at USAID/Nigeria will provide oversight and

direction for the MEL Support activity, including all required technical approval as designated by the Contracting Officer. He/she will be the primary USAID contact for the contractor. All technical teams will have Activity Managers who will work closely with the COR. In addition, the COR and the contractor will jointly (at least once a month) communicate and coordinate with each of the Mission's technical office or DO team's M&E points of contact. All planning communications with DO teams will be done with the COR present. The work plans will form the basis for joint annual management reviews by USAID and program staff to review program directions, achievement of the prior year work plan objectives, major management and implementation issues, and to make recommendations for any changes as appropriate.

USAID may conduct a mid-term assessment or process evaluation to review overall progress, assess the continuing appropriateness of the program design, and identify any factors impeding effective implementation. This assessment will be used to make changes if necessary, and to help determine appropriate future directions. The contractor will make periodic, planned as well as unplanned oral and written briefings to USAID/Nigeria as appropriate.

C.5.5 Environmental Compliance

The contractor must adhere to the conditions set forth in the Mission Initial Environmental Examination and any other environmental documents developed and approved by USAID prior to the initiation of contracts. Please see **Section H.17** for detailed environmental considerations related to MEL Support.

C.6 REFERENCE MATERIALS

The contractor is referred to the following USAID documents:

- ADS 201 Program Cycle Operational Policy
- ADS 205 and USAID Policy on Integrating Gender Equality and Female Empowerment in USAID's Program Cycle
- USAID Journey to Self-Reliance Framework

C.7 TECHNICAL EXPERTISE REQUIREMENTS

The contractor is required to have appropriate staffing with the requisite knowledge and experience to deliver on objectives and results of the MEL support activity (see section F.5) The contractor is required to have, as part of their staffing plan, a Learning/Institutional Capacity Advisor and MEL Specialist positions with background expertise in the Mission's technical areas (1) Economic Growth and Environment, (2) Education, (3) Health, and (4) Peace and Democratic Governance. (See Section C.3 above). Overall, the staff mix must be gender inclusive, and represent coverage of the country's diverse geographical background.

[END OF SECTION C]

SECTION D – MARKING AND BRANDING

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

(a) In accordance with ADS 320 “Branding and Marking”, this Contract incorporates USAID’s policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID identity. Markings under this Contract must comply with the USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

(b) The Contractor must develop a Branding Implementation Plan (BIP) and Marking Plan (MP) for the Contract to describe how program deliverables will be branded. The BIP will implement USAID branding strategy for the MEL Support Activity:

D.3 BRANDING AND MARKING IN USAID’S DIRECT CONTRACTS

USAID’s policy requires exclusive branding and marking in USAID’s direct acquisitions that use any source of funds, except as stated elsewhere in this ADS chapter (see Sections 320.3.2.5, 320.3.2.6, and 320.3.6). “Exclusive” means that contractors and sub-contractors must not use their corporate identities or logos on USAID-funded program materials (see Section 320.3.7 for details on the use of manufacturers’ trademarks).

D.4 BRANDING IMPLEMENTATION PLANS FOR CONTRACTS

Existing or prospective contractors develop a Branding Implementation Plan (BIP) to describe how they will promote a program to beneficiaries and host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, public-service announcements (PSAs), etc.) the contractor will organize and produce to communicate the funding for the program is from the American people. As stated in Section 320.3.2.1, the BS is part of USAID's requirements for contracts, so COs must ensure that the Agency's contract solicitations include a BS and instruct offerors to prepare a BIP to implement the BS. These instructions must require that BIPs specifically 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. Such tools can include the following:
 - Press releases;
 - Press conferences;
 - Media interviews;
 - Site visits;
 - Success stories;
 - Testimonials from beneficiaries;
 - Professional photography;
 - Public Service Announcements (PSAs);
 - Videos;
 - Webcasts;
 - E-invitations or group emails;
 - Social media; and
 - Other Internet activities, etc.
- 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:
 - Such milestones can be linked to specific points in time, such as the beginning or end of a program, or to specific opportunities, such as the publication of research findings or program successes.
 - Milestones can include, but are not limited to, the following:

- Launching the program;
- Announcing research findings;
- Publishing reports or studies;
- Spotlighting trends;
- Securing endorsements from ministries or local non-governmental organizations; and
- Communicating the impact/overall results of the program.

D.5 MARKING PLANS FOR CONTRACTS

Existing or prospective contractors develop a Marking Plan to ensure the proper marking of all items in accordance with this ADS chapter. All of USAID's direct contracts must incorporate a Marking Plan that details the public communications, commodities, program materials, and other items that will bear the USAID Identity in a visible way.

USAID's policy is that programs, projects, activities, public communications, and commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Except for the manufacturer's trademark on a commercial item (see Section 320.3.7), the corporate identities or logos of contractors or sub-contractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual and Partner Co-Branding Guide. Where appropriate, contractors may add a host-country symbol or ministry logo, or another U.S. Government logo or that of another donor that is funding the project. Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists exceptions to marking requirements.

USAID/Nigeria has a blanket Branding and Marking Policy for activities being carried out in the Northeast. It only covers USAID funded activities being carried out in specific Northeast states (Adamawa, Borno, Gombe and Yobe) independent of whether a specific project has activities only in the Northeast, in multiple geographic regions, or nationwide. Therefore, only USAID/Nigeria activities implemented in the specified states would be covered by this blanket waiver. Any other activities under this contract would need to request a Branding and Marking Waiver on a case-by-case basis.

[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 contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES—COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/Nigeria or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The designated COR whose contact is provided in **Section G.3** has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS

In accordance with the clauses of this contract entitled "Inspection – of Services – Cost Reimbursement" (FAR 52.246-5), inspection of results or other deliverables required by the contract shall be made by the cognizant COR. Acceptance of goods/services and reports or other deliverables by the cognizant COR shall form the basis for payments to the contractor and will form the basis of the contractor's permanent performance record with regard to this contract.

[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 Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
<hr/>		
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242.15	STOP-WORK ORDER ALTERNATE I	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract will be five years from date of award.

F.3 PLACE OF PERFORMANCE

The contractor must maintain its main office in Abuja, Nigeria and must demonstrate the capacity to provide MEL Support services USAID/Nigeria Mission awards that are being performed in all states of Nigeria, especially the Northeastern states.

F.4 PERFORMANCE STANDARDS

F.4.1. Evaluation of the Contractor's performance will 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 and provision of deliverables in Section F of the Contract, and the Contractor's compliance with all other terms and conditions of the Contract.

F.4.2. Contractor Performance Reports: On an annual basis, the COR will complete a Contractor Performance Assessment Report (CPAR) 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.

F.4.3. 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.

F.4.4. USAID may also conduct a mid, and end-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.

F.5 CONTRACTOR PERSONNEL

All key personnel must be full-time and must be located in Abuja.

F.5.1. KEY PERSONNEL

Prior to replacing any of the key personnel, the Contractor will immediately notify both the Contracting Officer and USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel will be made by the Contractor without the written consent of the Contracting Officer. The key personnel whom the contractor must furnish for the performance of this contract must include the following:

Position Title

1. Chief of Party
2. Deputy Chief of Party/Financial Manager
3. Monitoring Advisor

The minimum requirements and responsibilities of these key personnel under this contract are as follows:

F.5.1.1. Chief of Party (COP)

The Chief of Party will be responsible for leading and managing the overall Monitoring, Evaluation and Learning Support activity. The Chief of Party will work closely with USAID/Nigeria's leadership team, the Program Office and with technical office team leads, and other Chief of Parties managing USAID projects/activities.

This position requires the following minimum requirements:

- A minimum of a Master's degree in an interdisciplinary area such as applied international development, strategic planning, project design and implementation, or a related field,
- A minimum of 10 years of progressive experience managing high-performing interdisciplinary teams in international development settings (at least the last five must be as a Chief of Party), and experience working in non-permissive environments and leading third party monitoring platforms.

- Demonstrated leadership, strategic thinking/planning, management, and presentation skills.
- Strong multi-cultural, interpersonal and supervision skills. Experience working in settings similar background is required
- Especially charismatic, collaborative, professional credentials to be able to establish close, trustful relations for pursuing earnest organizational learning with, particularly USAID/Nigeria's American and Nigerian senior professional staff and leadership, including the Mission Director's Office.
- Fluency in English, written and spoken.

F.5.1.2. Deputy Chief of Party

The Deputy Chief of Party will assist the Mission in establishing performance measures, collection and analysis of performance information, and will plan and manage evaluations, participate on evaluation teams as a qualitative researcher, design programs, and conduct activities to build Mission and Implementing Partner capacity in M&E methodology. S/he explores and leads the Mission's efforts in new ways of evaluation and evaluative processes with the aim of making the Mission a leader in evaluation processes and evaluation information use. S/he will lead the design and application of econometric methodologies in all aspects of the monitoring and evaluation program. S/he will lead the application of econometric or other quantitative approaches to the Mission's analyses for assessments, evaluations, baselines, data quality assessments and other M&E data gathering efforts. S/he assists Mission Management in using the performance information for decision-making and resource allocation.

The DCOP serves as the principal point of contact in Nigeria for procedural and substantive matters in the absence of the COP. The DCOP must backstop and reinforce the other long- and short-term specialists; ensure that the Activity focus remains on achieving results; and manage an effective monitoring and reporting system.

This position requires the following minimum qualifications:

- A minimum of a Master's Degree in development, evaluation, economics, knowledge management, or related fields.
- Previous experience leading multiple international donor funded evaluations and assessments.
- A minimum of eight years of progressively responsible professional experience in monitoring and evaluation with monitoring and evaluation activities within complex international development contexts in the areas of Health, Democracy, Governance and Conflict, Economic Growth, Education and/or agricultural development.

- Excellent teamwork, inter-personal, verbal and written communication, presentation and facilitation skills.
- Ability to lead and conduct field work in non-permissive environments, areas with hardship conditions, in remote areas, for extended periods of time.
- Fluency in English, written and spoken.

F.5.1.3. Monitoring Advisor

The Monitoring Advisor will oversee and guide the daily field support service requests (monitoring, DQAs, rapid feedback assessments) from the Mission. In close collaboration with the Learning/Institutional Capacity Advisor, and MEL Specialist backstops for each of the Mission's technical offices, the Monitoring Advisor will ensure that the MEL related needs of the Mission are met.

S/he will oversee enhancements to the Monitor® system, ensuring that the system serves as a resource and management tool especially for the Mission's CORs.

This position requires the following minimum requirements:

- A minimum of a Master's Degree in development, evaluation, development analytics, economics, knowledge management or related fields.
- A minimum of seven years of progressively responsible professional experience in monitoring and evaluation with monitoring and evaluation activities within complex international development contexts in one or more areas of Health, Democracy, Governance and Conflict, Economic Growth, Education, and agricultural development.
- Excellent teamwork, inter-personal, verbal and written communication, presentation and facilitation skills.
- Ability to conduct field work in areas with hardship conditions, in remote areas, for extended periods of time.
- Fluency in English, written and spoken.
- Strong quantitative and qualitative analytical background in cost-benefit analysis, econometric methodologies, or statistical systems.

F.5.2. OTHER PERSONNEL: The contractor is responsible for staffing of personnel necessary to successfully perform all the works of this contract. Among the key personnel or other staff identified, contractor personnel must possess expertise in Learning/Institutional Capacity, monitoring and evaluation in health, education, economic growth, water, and peace and democratic governance. These personnel positions specified above are essential to the work being performed hereunder.

F.6 REPORTING AND DELIVERABLES OR OUTPUTS

F.6.1. All reports and deliverables must be in the English language.

F.6.2. The cover page of all deliverables must include the USAID identity prominently displayed, the contract number, contractor name, the publication or issuance date of the document, document title, author name(s), and program title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

F.6.3. All reports must be delivered in electronic format, unless specified otherwise by the CO. The Mission uses Google platforms for its communication and collaboration. The Contractor will be strongly encouraged to move to the use of the platform.

F.6.4. Development Experience Documentation: The Contractor must coordinate with the designated COR to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred), pursuant to AIDAR 752.7005, to the COR , and USAID/Nigeria Monitoring and Evaluation Unit at e-mail: abujaprogram-me@usaid.gov .

F.6.5. Reporting and data must be synchronized with the United States Government (USG) fiscal year. Quarterly periods are from October 1 –December 31; January 1- March 31; April 1 – June 30; and July 1 – September 30. Thus, quarterly reports are due on January 31, April 30, July 31 and October 31 respectively.

F.6.6. Reports/Outputs

F.6.6.1 Organizational Learning and Monitoring and Evaluation Systems Assessment and Report

(a) *Assessment and Report:* Contractor must complete the Organizational Learning and Monitoring and Evaluation Systems Assessment within 90 days from the effective date of the award. The Contractor will conduct stakeholder interviews, systems assessments, and other research required to successfully submit and complete the assessment. This will include a proposal for enhancing USAID’s Monitor® System.

The Contractor will complete an organizational learning, M&E, and systems assessment to determine USAID/Nigeria’s current organizational, leadership, and individual practices, planning related to M&E procedures and build upon the one conducted at commencement of the current MEL Activity. This work will include assessing the functionality, use, and enhancement for Monitor®, GIS use, strengths, and weaknesses, learning issues and questions, planned evaluations, studies, indicator development and other research, and knowledge management practices used by USAID/Nigeria staff. Additionally, an M&E tracker which inventories current

activities and instruments, and M&E data quality assessments, evaluations and baselines completed and pending will be developed to be incorporated into the work plan. This assessment will include a short report for supporting and strengthening the current Monitor® system. The Contractor will keep in close contact with USAID during the assessment process, making at least one interim informal presentation to USAID's Program Office and the team leaders. A final report must be submitted within 15 days of completing the assessment. This report will be clear, well-organized, not more than 20 pages, and present the recommended approach to achieving the Contract's program objectives.

(b) *Presentation of Findings*: A full presentation will be made to USAID/Nigeria's program office and senior management within seven days of the report submission. USAID will give its formal feedback or concurrence approximately two weeks after the submission of the report, including approval and/or recommendations. The Contractor will not begin implementation of activities until after the USAID/Nigeria's COR formally conveys USAID's concurrence. A slide presentation of the report, two paged executive summary and one paged infographic summary of the key highlights should be submitted with the final report.

F.6.6.2. Annual Work-plan

The annual work-plan provides target dates for initiation and completion of all tasks covering a 12-month period, outlining tasks, deliverables, due dates, responsible Contractor parties, USAID teams, and additional resources required to complete the tasks. The work-plan will include a tracker, and a document not more than 10 pages in length with additional details. The detailed annual work-plan will be informed by the Activity tracker which outlines core M&E work to be completed. The Work-plan will be a guide to the implementation with a breakdown of activities, timelines which include calendars citing key planning, reporting, learning and performance review events, and key deliverables. It includes a reasonably detailed description of the tasks, establishes benchmarks for performance of each of the tasks, and provides a timeline for completion of each activity. In addition, proposed learning events/activities will be planned and scheduled. The plan will outline anticipated progress in the achievement of program results as well as associated costs.

The work plan must also describe the anticipated achievements towards performance indicators set forth in the proposed performance management Monitor® system. Included will be an explanation of how those achievements are expected to contribute to the activity's goal. A breakdown of estimated expenditures by budget line item is expected. The Annual Work Plan will serve as a living document to manage the Contractor's proposed work with the Mission for the following fiscal year and must be flexible to respond to changing needs of the Mission. All technical teams, including the contracting office, will have input into work planning for the following year. The Mission Program Office will centrally prioritize, coordinate and schedule the Contractors activities and projects, where priorities conflict.

The first work plan must be submitted within 45 days after signing of the contract and should cover the period from that date to September 30th. In subsequent years, annual work-plans must be submitted by October 30th covering the period from October 1st to September 30th. Work plans must be finalized within 5 working days after receiving USAID's comments.

USAID/Nigeria's COR will approve or disapprove the proposed work plan. USAID will respond to plans within 15 days and the Contractor will provide the final version 30 days after receipt of comments by USAID. Subsequent work plans will take into account findings and actions planned to be taken to address the Organizational Learning and Monitoring and Evaluation Systems Assessment Report cited earlier.

F.6.6.3. Contractor Self-Monitoring Plan

Not later than 90 days after contract award, the contractor must submit for USAID/Nigeria's approval a plan for the life of project that should include the following elements:

- Plan for communicating the MEL Support Activity's program outcomes to the COR to sustain relationship of indicator results to the Integrated Country Strategy, and/or development objectives, including linking resulting data to current programmatic and cross-sectoral implications.
- Plan on measuring own performance, in terms of data quality assurance, including how data will be tracked, measured, calculated and reported in implementing Components 1 through 4; and linkage to the proposed verification and monitoring activities that will be designed to provide USAID CORs/AORs with sufficient, accurate, and verified performance data necessary to manage their respective projects.
- Plan for evaluating the monitoring methods employed, to ensure that each is operating the way it was intended.
- Plan for mainstreaming and integrating gender throughout implementation of the activity program consistent with requirements in ADS 203, Assessing and Learning.

The Self-Monitoring Plan will be finalized within 10 days after an approved work plan. USAID reserves the right to request a revised plan should there be any significant changes in program focus or the Mission's Development Objectives, especially as the Mission rolls out its new strategy in design.

F.6.6.4. Activity Self-Monitoring and Evaluation Plan and Results Framework

No later than 90 days after contract award, the Contractor must submit for USAID's approval an AMELP for the life of the activity that must include indicators associated with the Activity's results and objectives. The AMELP will serve as a road map with discreet goals, which will enable USAID/Nigeria's management to establish how well the MEL Support activity is on track in the

short and long term. The AMELP should comprise innovative approaches and triggers to enable USAID/Nigeria management to take remedial actions.

Specifically, the MEL Support AMELP will:

- (a) List of key Activity objectives expected results and project outputs (outputs are services delivered or items produced) as well as brief descriptions of the linkages between the project outputs and its expected results.
- (b) Define specific performance indicators for the different levels of activity's results.
- (c) Present baseline values, annual targets and end of activity targets for the proposed performance indicators for each of the four MEL Support's program components. Results of the initial organizational diagnostics and studies will help inform values and targets for the performance indicators.
- (d) Cite data collection methods and frequency of data collection for each indicator. The Contractor should consider the use of innovative methods and qualitative techniques in data collection and analysis including most significant change, satisfaction surveys, data visualization, social network analyses, or knowledge audits that can best capture the types of system-wide information about reporting, learning and collaborating for enhancing USAID/Nigeria's performance.
- (e) Demonstrate how collaboration, learning and adaptation will be integrated into the MEL Support activity. Opportunities for independent reviews, evaluations and other mechanisms for establishing program effectiveness, key lessons and impact of the MEL Support activity should be described. Evaluations cited here are only on the MEL Support activity and do not include particular project or activity evaluations and studies conducted on behalf of USAID on other IPs.
- (f) Demonstrate how performance information could be most usefully shared with key USAID/Nigeria stakeholders, particularly USAID/Washington which is especially interested in how USAID/Nigeria believes it can use an organizational support and learning program to enhance internal USAID program implementation and strategic decision-making capacities.
- (g) Integration of learning that systematically generates and shares knowledge about how best to achieve development outcomes.
- (h) Automated and other methods that will be used to gather, store, process, summarize, analyze, and/or report performance data.
- (i) Provides an illustrative schedule for discrete monitoring, evaluation, and learning activities tied to the overall Activity work plan.
- (j) Describes the methods/tools/techniques to be used for monitoring.
- (k) Organization-wide policies and procedures for monitoring and their relation to the particular AMELP; and
- (l) Organizational staffing/expertise, roles, and responsibilities and how these are to be used in the particular AMELP, including the role of subcontractors.

The AMELP must be finalized within 10 working days after receiving USAID's comments. USAID reserves the right to request a revised AMELP should there be any significant changes in project focus or the Mission's Development Objectives.

F.6.6.5. Annual Report/Final Report

(a) Annual Report: Annual performance reports on MEL Support's program areas and progress against indicators are the responsibility of the Contractor. These reports are needed to provide timely input to annual reporting requirements. The Annual Performance Report should cover activities and results through the end of the fiscal year. Annual Performance reports will be received by USAID/Nigeria in draft no later than November 15, and final no later than November 30 each fiscal year. The Annual Report will outline completed progress in the achievement of program results. The Annual Report will discuss all tasks and major achievements from the start of the activity's fiscal year through its completion; provide counts of all deliverables provided; and reports derived from Monitor® summarizing progress towards all indicators outlined in the AMELP. Additionally, the Contractor will discuss difficulties and challenges encountered, and steps the Contractor took to address them.

(b) The Activity's Final Report: This covers the entire period of the contract and includes a description of the overall program and activities performed, a description of methods of work used, a summary of major accomplishments and failures, lessons learned, and recommendations for each of the four major components of the project. The report should include a cumulative list of all studies, evaluations, and other reports completed over the life of contract. It also includes a final financial report on cumulative expenditure by line item, over the life of contract. The report should be submitted within 30 days of the contract end date and the finalized report within 15 days after receiving USAID's comments.

F.6.6.6. Periodic Progress Reports

(a) Quarterly Performance Reports: A summary of work conducted by the Contractor for the period which reports on progress against the work plan, identifies problems, recommends remedial actions, and outlines activities and significant events for the next reporting period. It should include the results and impacts for the reporting period in keeping with the M&E Plan, and cumulative results for all indicators. The report should also include a list of all studies, evaluations, and other reports completed during the reporting period and cumulative to date. The quarters should be based on the U.S. Government fiscal year (October 1st to September 30th). Quarterly reports are due one month after the end of each quarter. The 4th quarterly report may be replaced by the *Annual Report*. Additional guidance on the format and content of quarterly reports is contained in Attachment J.4.

(b) Data Quality Assessment reports, Evaluation Reports and Other Research Reports, and Portfolio Review Analytical reports: The Contractor will prepare and disseminate reports, as

directed in the Annual Work Plan, and in accordance with USAID guidance provided by the COR. Data quality assessment must be conducted in accordance with USAID guidelines. It is expected that each Monitoring and Evaluation task will require its own report, including Data Quality Assessments, Baseline Studies, Mid Project, End-of-Project, Indicator Reviews, activity reports, reviews, operational research, and Portfolio Review Reports. These deliverables will be as outlined in the Annual Work Plan. The Contractor will draft individual reports by technical team and activity, with report delivery due to the COR within the times specified herein or as agreed upon in the Annual Work Plan.

(c) Contract Financial Report: On a monthly basis, the contractor will submit a contract financial report and invoice/voucher detailing expenditures by budget line item. The report will be submitted within two weeks after the end of the reporting period to the COR and Contracting Officer. Specifically, the report will contain at a minimum the following information:

- Total funds obligated to date by USAID into the Award.
- Total funds expended by the Contractor to date, including a breakdown to the budget categories provided in the Contractor's cost proposal, with additional detail to be provided upon request by the COR.
- Pipeline (committed funds minus expended funds).
- Funds and time remaining in the Award.
- Breakdown of expenditures by type of funding.

(d) Accrual Reports: The Contractor must submit an estimated accrual report quarterly including but not limited to the following information: (1) Total amount obligated, (2) Total amount invoiced, (3) Total amount expended but not yet invoiced, (4) Remaining unexpended funds. This will be disaggregated by funding source.

(e) Annual Performance Reports (APR): Once a year the Contractor will be required to prepare and submit performance reports reflecting more detailed data on achievements and targets. USAID will provide an electronic format in order to access data needed and provide additional guidance on the information required. The Contracting Officer through the designated COR may consider incorporating the APR as a part of the activity's annual reports discussed above.

(f) Travel & Training Reporting: The contractor must provide the following information related to international travel and training:

- Scopes of work for each technical assistance visit to the COR for approval
- The Contractor must also submit international trip reports and copies of deliverables such as technical and management assessments or curricula and training materials within a month of completion; and,
- Training and travel plans in a format and frequency specified by the COR.

(g) *Ad Hoc Reports*: USAID may require the Contractor to provide additional information or reports that are within the scope of the Contract, including responses to inquiries from USAID or the Government of Nigeria, on an ad-hoc basis. Such reports may include: trip/consultant reports; special technical analysis reports; anecdotal human interest stories based on field visits; seminar/conference reports; special assessments/studies, or evaluations.

(h) *Environmental Mitigation and Monitoring Plan (EMMP)*: The Contractor's approved EMMP must describe in specific terms the IEE conditions that apply to proposed activities under the Contract for the life of the program, consistent with **Section H.17** of this Contract. The EMMP will be integrated into the Contractor's Annual Work Plan.

(i) *Branding Strategy, Branding Implementation Plan and Marking Plan*: The Contract Branding Implementation Plan (BIP) must describe how the program will be communicated to beneficiaries and promoted to host-country citizens. It must outline the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Contractor will organize and produce to assist USAID to deliver the message that the assistance is from the American people.

The Marking Plan must be developed to enumerate the public communications, commodities, program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added. Please refer to Section D of the Contract for details of Marking Plan requirements.

The Contractor will follow the approved plan during implementation of the program, unless a waiver is requested and approved by the Contracting Officer.

(j) *Security Plan*: The Contractor's security plan will outline its policies and procedures for personnel and physical assets security consistent with requirements of the contract. A sample format for Initial Security Plan is contained in **Attachment J.5** of the RFP.

(k) *Reporting on Foreign Taxes*: The report must be submitted per guidance in **Section I.11** of this RFP.

F.6.6.7. Performance Progress Meetings

The Contractor will be responsible for attending, at a minimum, monthly meetings with the COR, and possibly more frequently if deemed by the COR. USAID will develop a meeting schedule with the Contractor during implementation of the program. The Contractor must also be prepared to make periodic, unplanned oral and written briefings to USAID as appropriate.

F.6.6.8. Other Reports

(a) *Special Reports*: The Contractor will be required to submit selected special reports, as requested by USAID, or as determined in the Annual Work plan. These reports may include trip and consultant reports; technical reports; news items and human-interest stories based on field visits; and seminar, conferences or workshop reports and evaluations.

(b) *Foreign Assistance Reporting*: The Contractor will provide indicator and other information as needed for reporting under the relevant foreign assistance objectives, areas and elements.

(c) *President's Emergency Plan for HIV/AIDS Relief (PEPFAR)-specific reporting*: It is expected that the Contractor will comply with financial or performance requirements specified at the time of activity planning for PEPFAR funded projects.

(d) *Reports on Innovations, Rapid After Action or other investigative, learning, on-demand or strategy alignment reports*: Contractor will provide USAID notice of news-worthy items related to their work within 24 hours of such event, finding, or innovation.

F.6.6.9. Annual Inventory Report

The Contractor will submit one copy of an annual inventory report to the COR, listing all equipment acquired with USAID funds provided under this contract or received from USAID for use under this contract. This report will be submitted not later than 30 days after the completion date of each year of the contract.

F.6.6.10. Demobilization and Close-Out Plan

The Contractor must submit a Close- Out/Demobilization Plan for COR approval. The Plan will include, at a minimum, a proposed Property Disposition Plan; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for all completed required actions, including the submission date of the final Property Disposition Plan to the Contracting Officer. The Contractor must provide a Close-Out Plan to the COR within 180 days prior to the contract completion date.

F.6.6.11. Disposition Plan

During the last year of the Contract term at least 90 days before the completion date of the Contract, the Contractor will provide to USAID in writing a proposed plan for disposition of the loan or credit assets remaining at the termination of the contract. The CO will approve or disapprove the proposed disposition plan in writing, at least 45 days prior to the completion of the Contract. However, regardless of any prior approval of all or portions of the proposed disposition plan, USAID reserves the general right to direct or redirect such disposition plan.

Summary Table of Reports and Deliverables with submission dates

S/ N	DELIVERABLES	DUE DATES
1	Annual Work Plan	First annual work plan due within forty-five (45) calendar days of award. Subsequent annual work plans

Monitoring, Evaluation and Learning Support (MEL Support) Activity

		due 30 days before the end of each implementation year of the Contract.
2	Draft Activity Monitoring, Evaluation and Learning Plan (AMELP)	Submitted for USAID approval within ninety (90) days after award.
3	Organizational Learning and Monitoring and Evaluation Systems Assessment and Report <ul style="list-style-type: none"> ● Draft Narrative Report ● Final Narrative Report 	Submitted to USAID approval within ninety days from the award.
4	Quarterly Performance Reports	Within thirty (30) calendar days after each quarter ending on March 31, June 30, September 30, and December 31. Note: Fourth quarter report (July-September) will serve as an annual report.
5	Final Report	First draft completed no later than forty-five (30) calendar days prior to the completion of the Contract. Final version completed by 10 working days after having received USAID's comments.
6	Field Based Monitoring Report	Mobilization to the field within seven business days of assignment, initial verbal report to USAID within two business days of completion of the field work, and final written report within seven business days of completion of the field work.
7	Data Quality Assessment Report	Mobilization to the field within seven business days of assignment, initial verbal report to USAID within two business days of completion of the field work, and final written report within seven business days of completion of the field work.
8	An Integration Plan for Gender and other Vulnerable Groups	Proposed pre-award, approved by USAID within three months after award.
9	Environmental Mitigation and Monitoring Plan (EMMP)	Proposed pre-award, approved by USAID post-award.
10	Branding Strategy, Implementation Plan and Marking Plan	Proposed pre-award, approved by USAID post-award.
11	Security Plan	Proposed pre-award, approved by USAID post-award
12	Annual Inventory Report	Annually (submitted with fourth quarter performance report).

13	Financial Reports	Monthly, no later than the 20th calendar day of each month, covering the period through the end of that particular month.
14	Reporting on Foreign Taxes	April 16 of each year (Ref. Section I.11 of the contract)
15	Travel & Training Reporting	As specified by the COR
16	Meetings	As specified by the COR
17	Closeout Plan and Disposition Plan	Submitted to USAID 90 days prior to Contract completion.
18	Ad Hoc Reports	As specified by the COR

F.6.7. Deliverables and Reporting Requirements

The Contractor will be required to provide the following deliverables and meet these reporting requirements. In general, the Contractor should mobilize to the field within one week of receipt of the work order. Initial verbal report within two days of completing field work, and final written report within seven days of completing field work:

- Annual work plan within 45 days of award, and annually thereafter
- Branding & Marking Plan due within 45 days of award
- Quarterly reports due the last day of the following month of each quarter (covering the periods of Oct 1 - December 31; January 1 - March 31; April 1 - June 30; and July 1 - September 30) and annual report due Oct 31 (covering the previous fiscal year) each year
- Activity monitoring (completed within one week of the finalized request)
- DQAs (completed within 15 working days of request)
- Evaluations and assessments (completed within the timeframe provided in the scope of work for the evaluation or assessment)
- CLA events (completed to ensure smooth implementation on the day of the event)
- Short term technical assistance to the Mission and Nigeria government provided within 30 days of the request for such services
- Communications with COR (responding to emails within one business day. Weekly meetings with the COR to address the status of all pending activities). The implementer will utilize the Google Docs platform to facilitate communication with USAID
- Project MEL plans - ensure that these are properly completed within 60 days of execution of the Project Approval Document
- Activity MEL plans - ensure that these are properly completed within 90 days of an activity award.
- Final report due within 60 days of the end of the contract.

F.7 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

- a. The Contractor must prepare and submit progress reports as specified in the Schedule of this Contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.
- b. During any delay in furnishing a progress report required under this Contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this Contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013)**(a) Contract Reports and Information/Intellectual Products.**

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of the reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) Are generated during the life cycle of development assistance programs or activities.) The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) *Standards.* (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

[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.

(1) 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.XX
002 Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total	XXXX.XX	XXXX.XX

(2) 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 CONTRACTING OFFICE

Contracting Officer
 USAID/Nigeria
 Office of Acquisition & Assistance
 c/o U.S. Embassy
 Plot 1075
 Diplomatic Drive
 Central District
 Abuja – Nigeria

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

TBD

The COR will be identified in a separate designation letter. USAID/Nigeria Office address is same as the address in G.2 above

G.4 PAYING OFFICE

Invoices shall be submitted to the payment office indicated on the Cover Page of the contract:

Mission Controller
Office of Financial Management
USAID/Nigeria
c/o U.S. Embassy
Plot 1075
Diplomatic Drive
Central District
Abuja – Nigeria

G.5 INVOICING INSTRUCTIONS

Completed SF-1034 “Voucher for Services for Other Than Personal” and relevant invoices and other documentation must be submitted electronically (e-mail is the preferred method) to nigeriapayments@usaid.gov. The subject line of the email must read Award No. and name of the Contractor. The SF-1034 and all requests for payment must be sent to the e-mail address above with a copy to the COR. When submitting requests for payment, please follow the instructions below:

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- The SF-1034 must be signed,
- The invoice should provide the bank account details which should include the bank account number, the bank name and address, and the SWIFT Code.

G.6 ACCOUNTING AND APPROPRIATION DATA

[To be filled in at time of award]

G.7 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the statement of work in Section C.
- (b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Representative" with a copy furnished to the Contracting Officer.
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - (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 Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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 the payment of money by the Government. The COR may not take any action which may impact on the contract

schedule, funds, scope or rate of utilization of Level of Effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) In the separately issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include but will not be limited to the following areas: scope 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 Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Administrative Contracting Officer 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.

(f) 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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
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Federal Acquisition Regulation (48 CFR Chapter 1)

Agency for International Development Acquisition Regulation (48 CFR Chapter 7)

752.7027	PERSONNEL	DEC 1990
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H.2 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.

(End of Clause)

H.3 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.

(End of Clause)

H.4 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

(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.

(End of Clause)

H.5 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 937** 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.

(End of Clause)

H.6 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" [<http://www.info.usaid.gov/pubs/ads/300/refindx3.ht>] or as approved by the CO/TOCOR.

(End of Clause)

H.7 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

(a) Title to all non-expendable property purchased with Contract funds under this Contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specific types or classes of nonexpendable property is reserved to USAID under provisions set forth in the schedule of this Contract; but all such property shall be under the custody and control of contractor until the owner of title directs otherwise, or completion of work under this Contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Nonexpendable property is property which 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 which has a unit cost of \$500 or more.

(b) Contractor shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this Contract, the contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this Contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the contractor shall, within 90 days after completion of this Contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this Contract. The contractor shall also indicate what disposition has been made of such property. Title to property is with USAID with care and custody with the Contractor.

H.8 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.

(End of Clause)

H.9 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.

(End of Clause)

H.10 LABOR

- (a) Compensation of personnel under this contract or any resulting subcontracting must be in accordance with AIDAR 752.7007 Personnel compensation (July 2007) and will be based on a combination of factors including the Mission's Local Compensation Plan for the professional category being negotiated and consideration of the individual's education, work experience and recent relevant salary history. Unless otherwise authorized by the Mission Director or Assistant

Administrator having programmatic responsibility, the compensation for CCN and TCN labor must not exceed the Missions' Local Compensation Plan and must be paid in the currency of the cooperating country. Exceptions to compensation above the Local Compensation Plan will be treated on a case by case basis, in accordance with AIDAR 722.170. A copy of USAID/Nigeria's Local Compensation Plan is provided as **Attachment in Section J.9**.

(b) All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170 (a). Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) who are working in the United States or are legal residents of the United States at the time they are hired for under the contract, must be extended benefits, and be subject to restrictions on the same basis as U.S. citizens who work in the United States.

H.11 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

(a) Vacation leave

- (1) The Contractor may grant to its employees working under this Contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this Contract.

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this program shall develop vacation leave schedules early in the employee's tour of duty taking into consideration program requirements, employee preference and other factors.

- (2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a)(3) of this clause.
- (3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited unless the requirements of the program precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:
 - (i) Taking, during the concluding weeks of the employee's tour, leave not

permitted under (a) (2) of this section; or

- (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

(b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 workdays per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice; if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the program. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this Contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this Contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this Contract.

(c) Home leave.

- (1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.
- (2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c)(4) of this clause, under this Contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the Contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.
- (3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this Contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

- (i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this Contract.
 - (ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this Contract; and
 - (iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this Contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
- (4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days of vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
- (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this Contract.
- (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend no more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
- (7) Except as provided in the schedule or approved by the Mission Director or the

Contracting Officer, home leave is not authorized for TCN or CCN employees.

(d) **Holidays.** Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

(e) **Military leave.** Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

(f) **Leave Records.** The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this Contract.

(End of Clause)

H.12 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 Contract.

H.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's

Representative (COR) if delegated in the COR’s designation letter, is required for all international travel directly and identifiably funded by USAID under this Contract. The Contractor shall therefore present to the CO or COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO or COR’s prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the Contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the Cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

(End of Clause)

H.14 BUSINESS CLASS TRAVEL

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

H.15 CONSENT TO SUBCONTRACT

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor’s proposal that results in the award of this Contract to the following firm for the products or services specified here:

<u>Contractor Name</u>	<u>Services to be Performed</u>	<u>Total Estimated Cost</u>
TBD	TBD	TBD

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.16 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.17 ENVIRONMENTAL COMPLIANCE

(a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. 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 environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this solicitation/Contract.

(b) 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 must govern.

(c) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

(d) The type of services provided by this activity (performance monitoring, information dissemination, and M&E capacity building) have little to no environmental impact, and qualify for **Categorical Exclusion** from further environmental review per 22 CFR 216.2 (c)(2)(i) education, technical assistance and training. The Initial Environmental Evaluations (IEEs) for each of the Mission’s Project Approval Documents (PADs) includes a categorical exclusion for monitoring and evaluation and are valid through September 2021.

(e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative 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.

(f) 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.

(g) 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) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the [*contractor/recipient*] shall:

- (1) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a program mitigation and monitoring (M&M) plan, the [*contractor/recipient*] shall prepare an EMMP or M&M Plan describing how the [*contractor/recipient*] will, in specific terms, implement all IEE and/or EA conditions that apply to proposed program activities within the scope of the award. The EMMP or M&M Plan shall include monitoring

the implementation of the conditions and their effectiveness.

- (2) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - (3) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- (i) (1) A provision for sub-grants is included under this award; therefore, the [contractor/recipient] will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. [Contractor/Recipient] is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.
- (1) The [contractor/recipient] will be responsible for periodic reporting to the USAID Contracting Officer's Representative, as specified in the Schedule/Program Description of this solicitation/award.

H.18 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The U.S. Government may terminate this Contract 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.19 AIDAR 752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)

For use in any USAID Contract which funds or partially funds publications, videos, or other information/media products.

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this Contract, and the product

shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

“This (publication, video or other information/media product (specify)) was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Contract No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

(b) Unless the contractor is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this Contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(End of Clause)

H.20 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (NOV 2017)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract.

Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

- (1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of

the contract.

- (2) The Contractor must collect only the amount of information necessary to complete the specific business needs as required by statute, regulation, or Executive Order.
- (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- (5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
- (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may

authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

- (c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>

H.21 INFORMATION SYSTEM SECURITY

This Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission. COs will include any specific clauses and provisions that are required in ADS 302.3.4.9 and the Internal Mandatory Reference "Contract Clause Guide for Unclassified Information System Security Systems and Services".

(a) Designation of the Information System Security Officer. The Contracting Officer hereby designates (*To be inserted at award*), located at (*To be inserted at award*), as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID, regardless of location. The policy governing these responsibilities is ADS Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of ADS Chapter 545. The Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. The Contractor personnel should also have access only to that information required for their tasks. The Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

(g) By accepting the award of this Contract, the Contractor assures USAID that all Contractor and subcontractor personnel will comply with the policy and procedures of the USAID ADS Chapter 541, Information Management, Chapter 545, Information Systems Security, their Mandatory References, and any future ISS policy changes or enhancements.

H.22 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 [ww.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, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

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

H.23 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full Contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever shall occur first.

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.

(End of Clause)

H.25 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this contract, 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.

[END OF SECTION H]

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.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 FAR § 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	JUNE 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUNE 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUNE 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	JUNE 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUNE 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUNE 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUNE 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT	OCT 2018

	MAINTENANCE	
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY	OCT 2018
52.210-1	MARKET RESEARCH	JUN 2020
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE	AUG 2011
	CERTIFIED COST OR PRICING DATA	
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020
52.215-13	SUBCONTRACTOR CERTIFIED COST AND PRICING DATA – MODIFICATIONS	JUN 2020
52.215-14	INTEGRITY OF UNIT PRICES	JUN 2020
52.215-15	PENSION ADJUSTMENT AND ASSESS REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.216-10	INCENTIVE FEE	JUN 2011
52.216-16	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997

Monitoring, Evaluation and Learning Support (MEL Support) Activity

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	MAR 2020
52.219-14	LIMITATION ON SUBCONTRACTING	MAR 2020
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEPT 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN DESIGNATED OPERATIONAL AREA/SUPPORTING DIPLOMATIC/ CONSULAR MISSION OUTSIDE UNITED STATES	MAY 2020
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES	JUN 2020
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES-FOREIGN CONCERNS	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014

Monitoring, Evaluation and Learning Support (MEL Support) Activity

52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT ALTERNATE I	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES (MAY 2014) - ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2020
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY- SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUNE 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.252-4	ALTERATIONS IN CONTRACT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.216-70	AWARD FEE	MAY 1997

752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	DEC 2014
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	JUL 1997
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
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
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR -MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

1.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This Contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or

services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

1.4 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

1.5 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.6 AIDAR 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

(a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the “Program”). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the Contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

I.7 FAR 52.222.50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercially available off-the-shelf (COTS) item” means—

- (1) Any item of supply (including construction material) that is—

- I. A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - II. Sold in substantial quantities in the commercial marketplace; and,
 - III. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or

coercion, or in which the person induced to perform such act has not attained 18 years of age; or

- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

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- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work

document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

- (c) Contractor requirements. The Contractor shall—
 - (1) Notify its employees and agents of—
 - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification.
 - (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—
 - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
 - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
 - (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation.
- (1) The Contractor shall, at a minimum—
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

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- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that—
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
- (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies

- susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

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- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor or subcontractor employee engaging in prohibited activities; and
 - (ii) After having conducted due diligence, either—
 - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
 - (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (B) Has an estimated value that exceeds \$500,000.
 - (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (Mar 2015). As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

- (i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document

Document may be obtained

Applies to performance

Title	from:	in/at:
_____	_____	_____
_____	_____	_____

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

I.8 AIDAR 752.222-71 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.

I.9 AIDAR 752.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (DBA) (DEC 1991)

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.

(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 a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements Contract.

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain DBA insurance, contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance, at one of the following offices:

- (1) AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M to 5:00 P.M, Pacific Time

Primary Point of Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: fred.Robinson@aon.com

I.10 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.

(End of Clause)

I.11 AIDAR 752.229-71 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>

(End of Clause)

I.12 752.231-72 Conference Planning and Required Approval (Aug 2013) [DEVIATION (APR 2020)]

- (a) Definitions. As used in this section —

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that is funded in whole or in part by USAID.

Multilateral organization means an organization or alliance formed between multiple nations and/or organizations to work on issues that relate to all members of the organization or alliance (e.g., World Health Organization, The World Bank, The Vaccine Alliance (Gavi), Education Cannot Wait).

High-profile policy meeting means an event sponsored by a multilateral organization, which includes meetings to discuss issues of global interest, such as the United Nations General Assembly or the Spring and Fall meetings of the World Bank and International Monetary Fund.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference; costs to ensure the safety of attending governmental officials; and salary of USAID employees and USAID Personal Services Contractors.

Temporary duty (TDY) travel means official travel at least 50 miles from both the traveler's home and duty station for a period exceeding 12 hours.

USAID employee means a U.S. direct-hire employee, a Foreign Service National direct-hire employee, or a Federal employee detailed to USAID from another U.S. Government agency.

Personal Services Contractor (PSC) means U.S. National (US), a Cooperating Country National (CCN) and a Third Country National (TCN), who is awarded a personal services contract in accordance with AIDAR Appendices D or J.

(b) Unless an exception in paragraph (c) of the clause at 752.231-72 applies, the contractor must obtain prior written approval from the contracting officer, or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, at least 30 days prior to committing costs, for the following:

(1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference;

(2) A conference funded in whole, or in part, by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID participants;

(3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or

(4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID-funded programs and activities, when:

(i) The individual attends the event on behalf of USAID or as part of USAID's team; and

(ii) Temporary duty travel is necessary.

(c) Exceptions. Prior USAID approval is not required for the following:

(1) Co-creation conferences to facilitate the design of programs or procurements.

(2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.

(3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and if applicable, costs associated with participation of the contractor's staff are the only direct costs associated with the event. The exception does not apply to the requirements in paragraph (b)(3) and (4) related to meetings with multilateral organizations.

(d) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.

(e) Conferences approved at the time of award will be incorporated into the contract. The contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(f) Documentation.

(1) Requests for approval of a conference that meets the criteria in paragraphs (b)(1) and (b)(2) of this section must include:

(i) A brief summary of the proposed event;

(ii) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;

(iii) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

(iv) A list of USAID employees or PSCs attending and a justification for each; and the number of other USAID-funded participants (e.g., contractor personnel);

(v) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;

(vi) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and

(vii) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

(2) Requests for approval to attend a multilateral conference and operational or technical meeting that meet the requirements in paragraphs (b)(3) and (4) of this section must include:

- (1) A description of the event and how the participant(s) will forward the Agency and U.S. Government's policy goals;
- (2) The role the participant(s) will have; and
- (3) The estimated cost to USAID.

(End of clause)

I.13 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

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

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

(b) By submission of an offer and execution of a Contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a Contract resulting from this solicitation; and,
- (2) Receive universal bilateral modifications to this Contract and general notices via the IPN Portal.

- (c) Procedure to register for notifications.

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

- (d) Processing of IPN Portal Modifications

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

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

- (1)
 - (i) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification;
 - (ii) download the modification and incorporate the following information on the SF30 form: Contract number, organization name, and organization mailing address as it appears in the basic award;
 - (iii) sign the hardcopy version; and
 - (iv) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the Contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

(End of Clause)

I.14 AIDAR 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES (OCT 2016)

(a) USAID policy requires that the contractor not discriminate against any end-user of the contract supplies or services (i.e., the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

(b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - DOCUMENT, EXHIBITS AND OTHER ATTACHMENTS

Hard copies of the following documents are attached to this RFP Solicitation document via the link below; however, some forms may be accessed electronically at <http://www.usaid.gov/forms/>

ATTACHMENT NUMBER	ATTACHMENT
J.1	Proposal Preparation Checklist
J.2	Branding and Marking Requirements Waiver for USAID-Funded Awards in Northern Nigeria
J.3	Guidance on Format and Content of Quarterly Reports
J.4	Contractor Performance Report - Short Form
J.5	Sample Format for Initial Security Plan
J.6	Sample Past Performance Matrix
J.7	Certification Regarding Trafficking in Persons Compliance Plan
J.8	Contractor Employee Biographical Data Sheet [This Form AID 1420-17 can be downloaded at: http://www.usaid.gov/forms/]
J.9	USAID/Nigeria Local Compensation Plan

END OF SECTION J

PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K – REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The representations, certifications and other statements as provided herein are applicable to this solicitation and the resultant contract.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this Contract, the offeror shall complete

and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants (See Attachment No. J.5). The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (JAN 2017)

(a) Definition.

“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation.* By submission of its offer, the contractor represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign

internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

K.4 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C.7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C.6041](#), 6041 A, and 6050 M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C.7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR1.6049-4;
 Other _____.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

**K.5 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
 (MAR 2020)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(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 items.

(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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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:

[Contracting Officer check as appropriate.]

- ___ (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.

K.6 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Offeror's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the Contract.

K.7 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that-

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

K.8 AGREEMENT ON OR EXCEPTIONS TO TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the Contract) and [] agrees to the terms and conditions set forth therein; or [] have the following exceptions (continue on a separate attachment page, if necessary):

K.9 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.

K.10 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in

(c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

K.11 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.12 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any Contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)
OFFEROR
OR RESPONDENT

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN

K.13 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

(a) It [] has, [] has not participated in a previous Contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs

requirement of the rules and regulations of the Secretary of Labor.

K.15 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of [38 U.S.C.4212\(d\)](#) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause [52.222-37](#), Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

K.16 FAR 52.222.56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the Contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that— (See Attachment No. J.7)

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the Contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the

appropriate remedial and referral actions.

K.17 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each Contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of Contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the Contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.18 FAR 52.227-7 PATENTS - NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is [Contracting Officer fill in], and the royalty rate is [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

[] Owner [] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

K.19 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting Contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the Contract. Any data delivered under the resulting Contract will be subject to the Rights in Data-General clause at 52.227-14 included in this Contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a Contract be awarded to the offeror.

K.20 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a Contract with any corporation that –

(1) "Was convicted of a felony criminal violation under any Federal law within the

preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”;
or

- (2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

- (1) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Offeror represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

K.21 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the Contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting

Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.22 CONTRACTOR PURCHASING SYSTEM REVIEW

Offeror affirms its purchasing system has been reviewed and is currently approved by an agency of the Federal Government.

Offeror's expected Government sales (excluding competitive or commercial Contract awards, are not expected to exceed \$25 million in the next 12 months.

K.23 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. _____

DUNS 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

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

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

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

NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.216-1	TYPE OF CONTRACT	APR 1984
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.237-1	SITE VISIT	APR 1984
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2017
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION ALT I	JAN 2017 OCT 1997

L.2 GENERAL INSTRUCTIONS

A proposal checklist is provided in Attachment J.1 to help both the Government and the Offeror expedite submission/review. This checklist does not need to be submitted with the proposal and

serves as a tool only. **DISCLAIMER:** This proposal checklist is to mainly assist Offerors in proposal development. The Government is not responsible for any omissions from this checklist. Offerors are fully responsible for the accuracy, completeness, and compliance with all proposal instructions set forth in the RFP.

The U. S. Government anticipates awarding one contract as a result of this Solicitation.

RFP Instructions: If an Offeror does not follow the instructions set forth herein, the Offeror's proposal will be eliminated from further consideration. Proposals must respond directly to the terms, conditions, specifications, and provisions of this RFP. Proposals not conforming to this RFP will be determined as non-responsive, thereby eliminated from further consideration.

Accurate and Complete Information: An Offeror must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) Offeror's ability to perform the Contract duties under the program conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's facilities.

Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective Contract. Offeror must:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;
- (3) Completion of electronic annual representations and certifications at SAM accessed via beta.sam.gov as well as any other "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other Section of this RFP. 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 will follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

Questions: All questions and requests for clarification must be addressed to the Contracting Officer and sent to the e-mail address provided on the cover letter, by the date and time as indicated on the same. Phone calls will not be accepted.

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

(a) 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), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Cheryl Hodge-Snead
Contracting Officer
Email: chodge-snead@usaid.gov
USAID/Nigeria, c/o U.S. Embassy
Plot 1075, Diplomatic Drive
Central District
Abuja – Nigeria

REF: RFP Number SOL -72062020R00012
RFP Title: Monitoring, Evaluation and Learning Support (MEL Support)
Activity

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

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

L.4 DELIVERY INSTRUCTIONS

- a. **Closing Date and Time:** All proposals in response to this RFP are due as stated in the RFP cover letter.
- b. The Offeror will submit the proposal electronically.
- c. Technical and Cost Proposals must be sent in separate emails. Technical Proposals must not refer to pricing data in order that the technical evaluation may be based strictly on technical merit.

Electronic Submission:

All electronic submissions must be sent to abujasolicitations@usaid.gov. Electronic submission must be:

- In “unprotected” excel spreadsheets (software versions 2003 or newer) for the budget to allow USAID to view all formulas and calculations; and,
- 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.
- Pages containing signatures must be submitted in Adobe acrobat PDF format.
- All electronic submission must indicate the RFP Number and the project title in the subject line of the email to read as follows:
- All electronic submission must indicate the RFP Number and the project title in the subject line of the email to read as follows:

72062020R00012 - Monitoring, Evaluation and Learning Support (MEL Support) Activity
(email # - of #-)

- 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.
- All electronic files must be unzipped.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

PROPOSAL FORMAT

(a) Offerors shall submit the Technical Proposal electronically, and it shall include the information specified below. All pages shall be sequentially numbered, and each part shall be separate. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

(b) The Technical Proposal submitted in response to this solicitation shall address how the Offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It shall include sections covering Technical Capability; Staffing and Management Capacity; Institutional Experience; Contractor Performance Information, Rapid Mobilization Plan and Branding Implementation Plan and Strategy. Refer to Sections L.5.1 – 10 below for more information.

(c) Detailed information should be presented only when required by specific RFP instructions. **Technical proposals are limited to 25 pages. INFORMATION SUBMITTED OVER 25 PAGES WILL NOT BE EVALUATED.** Proposals shall be written in English and typed for standard 8 1/2" x 11" paper or A4 paper, single spaced, using Times New Roman font, regular, size 12 with each page numbered consecutively. Items such as graphs, charts, are included in the 25-page limitation. Key personnel résumés, tables summarizing qualifications of proposed personnel, past performance summary tables and past performance report forms, branding implementation plan and marking plan, cover page, table of contents, and dividers are not included in the 25-page limitation.

USAID recognizes the need for flexibility and creativity in the Activity's approach to achieve meaningful and sustainable results. Innovative yet realistic proposals are highly encouraged. Offerors are to use their expertise and experience to design a technical approach that will best achieve the expected outcomes described in Section C. A clear connection between the Offeror's proposed approach and proposed Level of Effort (LOE) and staffing plan must be clearly demonstrated.

PROPOSAL STRUCTURE AND CONTENT

To assure timely and equitable evaluation of proposals, Offerors' technical proposals must be submitted in the following format and must follow the instructions contained herein.

Standard Form (SF) 33

The Offeror must complete blocks 12 through 18 of the SF 33, "Solicitation, Offer, and Award" with an original signature of the person authorized on behalf of the Offeror to sign the offer.

(a) Content of Technical Proposal

1. Information provided in the technical proposal is to provide 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 and sub-factors

listed in Section M. It must clearly demonstrate how the proposed approach will achieve the goals and all objectives of the Monitoring, Evaluation and Learning Support Activity.

1. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP 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.

(b) Format and Presentation

Technical Proposal

1. Cover Letter
2. Table of Contents
3. Acronym List
4. Executive Summary
5. Technical Approach.
6. Personnel, Staffing Plan, and Management Plan:
 - Personnel
 - Staffing Plan
 - Management Plan
 - Rapid Mobilization
7. Institutional Experience
8. Contractor Performance Information
9. Rapid Mobilization Plan, and
10. Annexes:
 - Branding Strategy, Branding Implementation Plan, and Marking Plan.
 - Draft Environmental Mitigation and Monitoring Plan.
 - Draft Activity Monitoring, Evaluation and Learning Plan (AMELP).
 - Key Personnel Position Descriptions.
 - Key Personnel CV/Resumes and Letter of Commitment.
 - Organizational Chart(s).
 - Past Performance Information; and
 - Security Operation Plan

L.5.1. Cover Letter (does not count against 25-page limit)

Include the name of the Offeror submitting the proposal and the organization's DUNS number. Major subcontractors (hereafter referred to as "subs") must be clearly identified, along with their DUNS numbers; major subs are defined as those expected to perform at least 20 percent of the Offeror's total proposed contract budget, 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 25-page limit)

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

L.5.3. Acronym List (does not count against 25-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 2 pages, does not count against 25-page limit)

The executive summary describes the basic elements of the Offeror's proposal. This Section must include problem statements, goals and objectives and summarize the key elements of the Offerors strategy, approach, methodologies, management, personnel and implementation plan.

L.5.5 Technical Approach: [See Table in Section M.2.2]

Technical Approach

Offerors shall propose a technical approach to be used to achieve works described in the solicitation. Particular attention should be given to Sections C, F, and H. Offerors shall propose indicators for each task described in Section C. Offeror must clearly describe how the offeror carry out and fulfill the work described in the Statement of Work contained in Section C. The proposed technical approach, methodology, and timelines should be practical, creative, and feasible from a technical and programmatic perspective. The offeror must clearly describe its approach to completing Tasks in C.4. The Offeror shall propose local partnerships that will be utilized to carry out the proposed technical approach. Information must be specific, complete, and concisely presented and must clearly demonstrate Offeror's capabilities to achieve the expected deliverables/objectives of the Monitoring, Evaluation and Learning Support Activity.

L.5.6 Personnel, Staffing Plan, and Management Plan [See Table in Section M.2.2]

L.5.6.1 Personnel

Key Personnel:

The offeror must propose key personnel who possess the required qualifications and have the knowledge, skills, and experience required to achieve the program results. The Key Personnel positions are identified in Section F.5. The Offerors can propose additional key positions offeror determines necessary to perform the work described in this solicitation. All key personnel must be full-time, available to be employed by the prime Contractor at the time of award and must be located in Abuja. The COP will be vital in determining the prospects for success of the Activity and thus must be an employee of the contracting firm and not a subcontractor.

Other Personnel:

Offerors are to propose other personnel that the offeror determine necessary to perform the works described in the solicitation. Considerable leeway and creativity are encouraged for Offerors to propose a management and technical team, and support staff that can most effectively carry out the activity within the available budget. Above all, the team as a whole must have the technical competence, gravitas, technical skills, language skills, and experience essential to implement the Activity. Similarly, the team must have the interpersonal skills to be respected by government officials, research institutions, and the private sector. Technical staff must possess (i) strong technical background suited to the Mission technical team they support, (ii) strong analytical and communications skills, and (iii) exceptional interpersonal skills. Careful consideration must be given to the Contract requirements, results to be achieved, and unique aspects associated with the requirements of the SOW in assembling the core team.

As annexes to the technical proposal, **a complete and current resume must be submitted for each key personnel and long-term staff position**, detailing the requisite qualifications and experience of the individual. While the annexes do not count towards the page limit, resumes must not exceed three (3) pages in length for the proposed key personnel and two (2) pages for other identified proposed personnel. Qualifications, experience, and skills will be listed in reverse chronological order starting with the most recent information. Each resume will be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position; (b) intention to serve for a stated term of the service; and (c) prior work experience with the Offeror, if applicable. Letters of commitment must be included as an annex to the technical proposal and will not exceed one (1) page in length each.

L.5.6.2. Staffing plan

Offeror is to submit a Staffing Plan that clearly identifies all staff that will be employed to perform work described in this solicitation. Long-term personnel are to have the requisite skill set to: (1) implement the Statement of Work, (2) achieve sustainable results, and (3) coordinate and cooperate with complementary USAID, donor partner- and GON-funded activities. As part of the staffing plan, Offerors shall provide a supporting narrative that includes; (1) all long-term staff positions, their duties, and their respective levels of effort, (2) the roles and duties of short-term technical staff and their proposed level of effort, (3) where appropriate, the selection process for engaging local Nigerian entities as sub-recipients or partners, and (4) the roles and potential

contributions of short-term technical assistance (STTA) to the effective implementation of the activity.

USAID/Nigeria recognizes the need for STTA to complement the skills and enhance the work of local staff. To the maximum extent feasible, Offerors should strive to hire Nigerian citizens in key and non-key positions who demonstrate strong competence in MEL for the development sector, and have the requisite level of skill, language, and socio-cultural expertise. Gender and youth expertise on the technical team is essential.

Overall, personnel proposals should include at least one staff with a specialist skill in each technical area of USAID/Nigeria. **Presently, those teams are (1) Economic Growth and Environment, (2) Education, (3) HIV and Tuberculosis, (4) Health, Population, and Nutrition, and (5) Peace and Democratic Governance.**

L.5.6.3. Management Plan

As part of its proposal, the Offeror must submit for USAID's review, a detailed management plan that discusses the Offeror's overall management approach to planning and implementing the Activity, including the number and location of offices, and the general strategy to manage the contract in the most efficient and cost effective manner possible.

The management approach must as a minimum, include the following:

1. Discussion of the field core team, its composition, organization, roles and responsibilities, geographic location, and overall management of Activity interventions and a target date for having the key personnel and core team mobilized (see section L.5.9 below on Rapid Mobilization Plan);
2. Placement of the team assigned to this contract within the larger organization(s).
3. A clear chain of authority within the team, including sub-awardee staff.
4. A clear, regular and concrete means of communication between Activity staff in the field and their backstop officers in the headquarters office that functions without creating unnecessary overlap.
5. Communication and coordination strategy across USAID's programming in support of the Feed the Future initiative and.
6. Activity organizational charts with linkages to the parent organization of key staff are recommended.
7. The management plan will identify all proposed subcontractor(s) and/or other implementing partners, and explain their roles and responsibilities, including a discussion of how comparative advantages will be utilized. It should also specify how coordination and collaboration with partners and USAID is envisioned to operate. Offerors may describe specific instances where the proposed management approach has had a demonstrated success.

L.5.6.4 Rapid Mobilization

The Offeror shall clearly present a timeline for mobilization, along with a schedule of activities represented in a graphic timeline. The timeline shall, at a minimum, include the time required to:

- Set up the Offeror’s activity head office in Nigeria and have professional and administrative staff hired and on-boarded.
- Meet and establish formal agreements with activity partners
- Be prepared to mobilize field-based monitoring and evaluation teams across Nigeria upon award.

The offeror’s proposal must include a specific description of its mobilization plan and the initial personnel who will be available to mobilize to Nigeria, consistent with the proposed technical approach.

L.5.7 Institutional Experience

[See Table in Section M.2.2]

The Government seeks a contractor who maintains a strong commitment to customer satisfaction and superior performance. It is the Offeror’s responsibility to affirmatively document these qualities in its technical proposal. In doing so, be mindful that “*past performance*” and “*experience*” are not identical. *Experience* measures what you have done and how many times, or for how long, you have done it. *Past performance*, however, measures how well you have performed.

The Offeror shall provide an activity summary description of a minimum of five (5) relevant activities implemented over the past five (5) years similar in nature for “all” works described in Section C. The activity summary is to include a brief description and identify the capacity of the firm that worked on the activity, the risks (if any) associated with execution of the work and how those risks (if any), were mitigated. The activity summary shall also include the extent to which local capacity in MEL was advanced and measures in making such efforts sustainable. Activity information on each activity presented shall include: Activity name, contract number, and location; Type of contract, date of completion and/or percentage of completion, name of customer, agency, or firm; Offeror’s specific role in the activity; Activity description in sufficient detail to demonstrate the similarities with this activity(s); and point of contact information for the customer, agency, or firm. The offeror’s experience information should answer the question “Have you done this kind of work before?”. For subcontracted works, Offeror is to submit information for proposed subcontractors that demonstrates their experience relevant to their role on this activity.

Offerors shall demonstrate experience, in the following areas:

- a) Institutional experience implementing similar activity.

- b) Institutional capacity of the Offerors and any proposed partners or sub-awardees to achieve the goal and objectives of this activity; and
- c) If applicable, clarify what the proposed partner organization's institutional responsibilities are, and how these responsibilities complement and complete one another.

L.5.8 Contractor Performance Information

[See Section M.2.2]

(a) The offeror (including all partners of a joint venture) must provide performance information for itself, the contractor teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% in accordance with the following:

1. List in an annex to the technical proposal at least five (5) to ten (10) of the most recent and relevant contracts for efforts similar to work in the solicitation. Recent and relevant activities are those activities completed or substantially completed in the past 5 years that are comparable in size, scope, and complexity with this activity. The past performance reports are required for the Prime and additional performance reports for each major subcontractor as defined in the paragraph above. The most relevant indicators of performance are contracts of similar size, scope, and 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 Performance Report – Short Form (Attachment J.4) must be utilized to document past performance information.

2. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

(USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.)

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

(a) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

L.5.10 ANNEXES

Instructions for the preparation of a Branding Implementation and Marking Plan

As part of USAID’s branding initiative and to ensure that implementing contractors communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on March 5, 2009 per the revised ADS 320–Branding and Marking that can be found at: <https://www.usaid.gov/ads/policy/300/320>.

Offerors must submit a Branding Implementation Plan (BIP) and a Marking Plan (MP). These will be submitted as a separate annex to the technical proposal. These will be evaluated for sufficiency but will not be rated. The detailed Branding Implementation and Marking plans will be submitted for final review in the competitive range or before award. This B&M Plan, with any proposed exceptions, can be used to support aspects of the proposal specifically related to Nigeria’s guiding principles, as well as communications and dialogue aspects of the technical approach.

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

Please note that USAID/Nigeria has waived marking requirements for selected locations in Nigeria. A copy of the waiver notification to USAID/Nigeria Implementing Partners is provided as **Attachment J.2** to this solicitation.

(a) Branding Implementation Plan (BIP)

Offerors must submit a Branding Implementation Plan (BIP) to address the Branding Strategy. The BIP must be submitted as an annex and as part of the Technical Proposal. While not rated during pre-award evaluation, an acceptable Branding Implementation Plan and Marking Plan must be provided in order to make any award. 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.

The BIP from the apparently successful Offeror will be reviewed and shall be subject to approval prior to contract award. The BIP will not be counted in the page limitation.

The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the prospective Contractor shall organize and produce to assist USAID deliver the message that the assistance is from the American people. More specifically, Branding Implementation Plan (see ADS 320.3.2.2) must address the following:

- (1) How to incorporate the message, “This assistance is provided by the American people through USAID”, in communications and materials directed to beneficiaries, or provide an explanation if the message is not appropriate or possible.
- (2) How to publicize the program or activity in Nigeria and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, web casts, e-invitations, or other emails sent to group lists, such as participants for a training session blast emails or other Internet activities, etc.
- (3) The key milestones or opportunities anticipated to generate awareness that the program or activity is from the American people jointly sponsored by USAID and the Government of Nigeria, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

(b) **Marking Plan (MP)**

USAID’s policy is that programs, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan must be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or

will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of prospective contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS Section 320.3.2.4 for details for Marking Plan requirements.

(c) **Environmental Mitigation and Monitoring Plan (EMMP)**

Offeror must submit an Environmental Mitigation and Monitoring Plan (EMMP). The EMMP must be in accordance with the environmental compliance in **Section H.17** of the RFP.

(d) **Activity Monitoring, Evaluation and Learning Plan**

Offeror must submit an Activity Monitoring, Evaluation and Learning Plan (AMELP). The Offeror's AMELP must show a clear Results Framework, approved indicators and life of activity targets, and detail how they will achieve the activity's expected results/outcomes. Focusing on results, the AMELP must at least include a description of the Offeror's established management system within which the AMELP will operate, including the utilization of GIS technology and geographic data. The Offerors must propose outcomes and associated indicators, and planned evaluations and proposed schedule.

(e) **Instructions for The Preparation of a Security Plan**

Offerors must submit a Security Plan. The Security 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.

The Security 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.

A sample format for Initial Security Plan is included in this RFP as **Attachment J.5**.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE BUSINESS/COST PROPOSAL

- (a) The cost proposal must be submitted under separate file from the technical proposal. The cost proposal 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.
- (b) While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.
- (c) The cost proposal must be separated by dividers and clearly labeled.
- (d) Budget narratives must be in Microsoft Word format and can be converted to Adobe PDF for submission. As applicable, each subsequent TO cost proposal must include a summary budget by year and a grand total and must also include subsequent tabs with detailed annual budgets and a grand total.
- (e) Offerors must structure their cost proposals in the following order:

Volume II - Cost Proposal

- (1) Standard Form (SF) 33.
- (2) Budget.
- (3) Representations, Certifications and Other Statement of Offerors, including:
 - a. OMB SF LLL Disclosure of Lobbying Activities.
 - b. Certification Regarding Trafficking in Persons Compliance Plan.
- (4) Offeror's Policies and Procedures.
- (5) Small Business Subcontracting Plan (if applicable).
- (6) Joint Venture Information (if applicable).
- (7) Evidence of Responsibility.
- (8) Letters of Commitment (subcontractors).
- (9) Information to Support Consent to Subcontractors (if applicable); and,
- (10) Other Relevant Information.

L.6.1 Part 1 - Standard Form (SF) 33

The Offeror must submit Section A (cover page) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 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 - Proposed Costs/Prices/Budget

(1) Offerors must complete Sections B.3, B.4, B.5 and B.7 of the RFP, and accompany its proposal with this Section or otherwise be determined non-responsive.

(2) The Cost Proposal must be provided in two formats: (i) a summary and detailed budget, broken out by major cost elements, for the contract period of or five (5) years, from date of award; and (ii) a summary and detailed budget for each component and sub-component listed in Section B.4. This is to include a complete breakdown of the cost elements associated with each component and those costs associated with each proposed subcontract. Supporting information is to be provided in sufficient detail to allow a complete analysis of each line item cost. **Detailed budgets are only required for the offeror and major subcontractors.**

(3) A budget narrative that supports item for item the cost estimates proposed in its detailed budget must be provided. The budget narrative must describe the nature of individual cost items proposed, calculations, and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

L.6.3 Part 3 - Representations, Certifications, and Other Statements of Offerors

- (a) Offerors and proposed subcontractors must ensure they are registered with the System for Award Management (SAM) (www.sam.gov) per FAR part 4. A successful registration in SAM means the Offeror has obtained a DUNS 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 Section K, "Representations, Certifications, and Other Statements of Offerors."
- (b) 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 A through K). 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.
- (c) 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 DUNS number, has registered in

CCR (Central Contractor Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA).

- (d) The Offeror and its major subcontractors must provide SF LLL Disclosure of Lobbying Activities. See Attachment J.3. This must be submitted as part of the cost proposal.

L.6.4 Part 4 – Offerors Organizational 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 5 – Small Business Subcontracting Plan (as applicable)

(a) Submit a Small Business Subcontracting Plan for ensuring the maximum practicable participation of US Small Business concerns in the performance of the Contract. Demonstrate definitive commitments to subcontracting with US small businesses, including a description of the size and complexity of the work that will be subcontracted.

(b) Describe the Offeror's approach to maximizing opportunities for US small businesses in this effort, relative to the subcontracted portion's value. The Offeror's planned percentages must be presented in terms of total dollars of work for each SB category, divided by the total value of subcontracts. The proposal must include a narrative supporting how the proposed allocation of subcontracting dollars will be expended with US Small Business Concerns. Dollar figures are not to be included in the technical proposal.

L.6.6 Part 6 - Joint Venture Information (as applicable)

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this solicitation and, if selected, would perform the Contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Sub-awards under the resultant Contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.6.7 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)).
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and,
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

L.6.8 Part 8- Letters of Commitment (Subcontractors)

The Cost/Business Proposal 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 proposed teaming arrangement.

L.6.9 Part 9 - Information to Support Consent to Major Subcontractors

The Offeror must address each of the elements in FAR 44.202-2 in order for consent of subcontractors to be granted by the Contracting Officer with the initial award. The information set forth below must be provided for each proposed subcontractor (subcontractors whose proposed costs exceed 20% of the Offeror's proposed total cost of the contract budget or perform a key element of the scope of work). Information for each subcontractor must be provided in separate tabs. Each page must have the subcontractor's name clearly marked.

- (a) 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 proposed teaming arrangement.
- (b) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted.

L.6.10 Part 10 - Other Relevant Information

- (a) In case of any disagreements or discrepancies between the terms and conditions of this request for cost proposal and the FAR, the latter will prevail.
- (b) The Offeror will follow the instructions contained in this request for cost proposal and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.
- (c) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.
- (d) Freedom of Information Act of 1981:

Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

- (1) Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.
- (2) Information properly classified or administratively controlled by the Government.
- (3) Information specifically exempted from disclosure under the Freedom of Information Act. Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

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

As part of USAID's branding initiative and to ensure that implementing contractors communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on March 5, 2009 per the revised ADS 320–Branding and Marking that can be found at: <https://www.usaid.gov/ads/policy/300/320>.

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- (1) Completeness of the plans.
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- (1) How to incorporate the message, “This assistance is provided by the American people through USAID”, in communications and materials directed to beneficiaries, or provide an explanation if the message is not appropriate or possible.
- (2) How to publicize the program, project, or activity in Nigeria and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- (3) The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people jointly sponsored by USAID and the Government of Nigeria, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

(b) **Marking Plan (MP)**

USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan must be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of prospective contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS Section 320.3.2.4 for details for Marking Plan requirements.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

M.1.1 Source Selection

USAID will conduct a Best Value source selection based on evaluation factors listed below. These factors will serve as the standard against which all technical information will be evaluated and identify the determination factors that Offerors should address. The U.S. Government intends to evaluate offerors' proposals in accordance with Section M of this RFP and make an award to the Offeror submitting the most robust and responsive, reasonable offer that offers the best value to the U.S. Government. **For overall evaluation purposes, all technical evaluation factors other than cost or price, when combined, are significantly more important than cost/price.**

The Government intends to award a single contract as a result of this solicitation. As set forth in FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions in accordance with FAR 52.215-1 Alternate I if the Contracting Officer later determines them to be necessary. In this case, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The Contracting Officer shall award the contract to the Offeror whose proposal represents the best value to the U.S. Government. 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 or price.

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 by a technical evaluation committee in the order of importance as indicated in the table below. However, **all technical 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 descending order of importance. The below factors reflect the requirements of this particular solicitation. These factors serve as the standard against which all proposals will be evaluated.

Technical proposals will be evaluated by a Technical Evaluation Committee. If an Offeror fails to include information on any of the required areas, the proposal's overall rating will be lowered and it may be eliminated from consideration for award. Additional documentation beyond the 25-page limit and the referenced annexes will not be read or evaluated by USAID. Given the constraints of length, offerors are encouraged to be concise in the discussion. An award will be made to the offeror whose proposal offers the best value to the Government, based on technical and cost factors.

The factors presented below have been tailored to the requirements of this RFP. Offerors should note that these factors serve to: (a) identify the significant matters which they should address in their proposal and (b) set the standard against which all proposals will be evaluated. To facilitate the review of proposals, Offerors are requested to organize the narrative sections of proposals according to the technical proposal format and the review factors set forth below in descending order of importance. The Technical approach will be reviewed holistically with particular attention given as follows:

FACTOR	FACTOR NAME	RELATIVE IMPORTANCE & CRITERIA
FACTOR 1	TECHNICAL APPROACH [See Section L.5.5]	In descending order of importance. Factor 1 is more important than Factors 2, 3 and 4. The extent to which Offeror proposes an appropriate technical approach that demonstrate an in-depth understanding of Statement of Work and the requirements in Section L.5.5. The degree to which Offeror articulates clear assumptions and hypotheses underlying the strategy.
FACTOR 2	PERSONNEL, STAFFING PLAN, MANAGEMENT PLAN, & RAPID MOBILIZATION PLAN [See Section L.5.6]	In descending order of importance. Factor 2 is more important than Factors 3 and 4. All Sub-Factors under Factor 2 – Personnel, Staffing Plan, and Management Plan, are of equal importance.

Sub-Factor 2.1	Personnel	The personnel must meet or exceed the minimum qualifications as outlined in Section F.5 and address all requirements in L.5.6.1.
Sub-Factor 2.2	Staffing Plan	Extent to which the Staffing Plan clearly addresses all the requirements in Section L.5.6.2
Sub-Factor 2.3	Management Plan	Extent to which the Management Plan clearly addresses all the requirements in Section L.5.6.3.
Sub-Factor 2.4	Rapid Mobilization Plan	Extent to which the Rapid Mobilization Plan clearly addresses all the requirements in Section L.5.6.4. More weight will be given to a mobilization plan that is realistic and describes the offeror’s ability to quickly mobilize to site.
FACTOR 3	INSTITUTIONAL EXPERIENCE [See Section L.5.7]	<p>In descending order of importance. Factor 3 is more important than Factor 4.</p> <ul style="list-style-type: none"> ● Extent to which the Offeror and its subcontractors convincingly demonstrate capacity and experience in implementing projects of similar scope and complexity. ● The extent to which the Offeror clearly or intelligibly described all proposed partner organizations’ institutional responsibilities and how these responsibilities complement and complete one another. ● Extent to which institutional capacity will make implementation of activity more efficient and cost-effective towards ensuring that as high a percentage of the budget as possible is utilized for programmatic interventions and strengthening of local capacity.

FACTOR 4 - CONTRACTOR PERFORMANCE INFORMATION [See Section L.5.8]
Factor 4 is less important than Factors 1, 2 and 3.

- (a) 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 Section L.5.5(d) of this RFP and from other sources if and when the

Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

- (b) 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.
- (c) 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.
- (d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements (sub-criteria) below.
 - (1) Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
 - (2) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - (3) Schedule, including the timeliness against the completion of tasks, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
 - (4) 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.
 - (5) 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).
 - (6) Relevancy: Relevancy will be determined based on how closely the Past Performance effort involved similarity of scope and magnitude of effort, dollar value, and complexities this solicitation requires. There are four levels of relevancy as shown in the Table below.

Past Performance Relevancy	
RATING	DEFINITION
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat	Present/past performance effort involved some of the scope and magnitude Relevant of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

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

- (1) The Offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) 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.

ENVIRONMENTAL MITIGATION AND MONITORING PLAN (EMMP)

USAID will evaluate the EMMP on the extent to which the plan clearly complies with environmental requirements in **Section H.17** of the RFP.

ACTIVITY MONITORING, EVALUATION AND LEARNING PLAN (AMELP)

USAID will evaluate the AMELP on the extent to which the plan is clear, appropriate, ambitious and sound. Consideration will be given to the extent to which the information on GIS technology and geographic data are included in the plan. More weight will be given to a plan that clearly describe a clear results framework, approved indicators and life of activity targets, and details how they will achieve the activity's expected outcomes. Outcomes and indicators, and planned evaluations and proposed schedule must be clearly displayed in the plan. Emphasis will be placed on Offeror's clarity on how it will manage and strengthen the Mission's data management database (Monitor), and further data use for informed programming across the Mission and its stakeholders.

SECURITY OPERATION PLAN

The security plan must clearly demonstrate the security needs to successfully implement the scope of work as presented in the Offeror's technical approach have been addressed/considered.

Consideration will be given to the extent to which the Offeror articulates how a security assessment will inform programming in areas prone to security threats and ensure that U.S. government funds are only expended in areas controlled by the Nigerian government.

M.3 COST PROPOSAL EVALUATION

- A. No cost evaluation will be performed on proposals determined to be non-responsive.
- B. The evaluation will be based upon the cost proposal and the supporting narrative provided by the Offeror. USAID will evaluate the proposed costs in accordance with the terms of this solicitation.
- C. Each cost proposal will be evaluated but will not be assigned a rating.
- D. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness.
- E. An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal.
- F. Cost/price evaluation will be performed to determine whether the proposed cost/prices is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the Offeror's technical proposal and budget narrative.
- G. A cost realism analysis will be performed to determine whether the proposed costs are realistic for the work to be performed under the Contract, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the Offeror's technical proposal and budget narrative.
- H. Proposed labor rates will be evaluated for price reasonableness.
- I. This evaluation is conducted with the expectation of adequate cost/price competition and will rely heavily on market forces to determine whether the proposed cost/price is fair and reasonable. The comparison of proposed cost/price in response to this solicitation is the preferred technique for this evaluation. USAID will also compare the proposed cost/price to historical cost/price paid for the same or similar services and the independent government cost estimate. Other techniques and procedures set forth in FAR 15.404-1(b), if deemed necessary, may be used to ensure proposed cost/price is fair and reasonable.

Where technical evaluations between proposals are close, cost may be the determining factor.

M.4 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process. An optional Oral presentation from Offerors in the competitive range may be conducted. If this method is used, detailed instructions will be sent to those Offerors in the competitive range.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 SOURCE SELECTION

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

[END OF SOLICITATION]