



**USAID**  
FROM THE AMERICAN PEOPLE

# DEMOCRATIC REPUBLIC OF THE CONGO

**RFP Issuance Date:** December 17, 2018  
**Clarification/Question Due:** COB Local Time, January 9, 2019  
**Site Visit** December 27-28, 2018/January 7-8, 2019  
**Closing Date and Time:** COB Local Time, January 22, 2019

**SUBJECT: Solicitation № 72066019R00004**  
**Solicitation Title: Internet Services Provider (CONTRACTOR)**

ATTENTION PROSPECTIVE OFFERORS:

The United States Agency for International Development in the Democratic Republic of Congo (USAID/DRC) is seeking proposals from qualified Entities for procuring 28 MB bandwidth Internet Services Provider at its main office compound per attached Statement of Work contained in Section C. A fixed price contract is contemplated for the services to be provided under this contract.

USAID will conduct this procurement through full and open competition.

Applicants are reminded that US Executive Orders and US law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontract-awards issued under this Contract.

Offerors must demonstrate that they believe the costs proposed are realistic and reasonable to provide the intended service as described in Section C. The offerors are expected to provide their best reasonable and competitive price to undertake the statement of work.

The RFP addresses all of the specifics associated with this requirement. Offerors are encouraged to read the entire solicitation. Special attention should be paid to the Instructions to Offerors in Section L, and the Evaluation Factors in Section M.

**Additionally, USAID/DRC requires that the proposals must be submitted only electronically (e-mailed)**

All U.S. Government contractors are required to secure a Data Universal Numbering System (DUNS) Number and be registered in the **System for Award Management (SAM)** before award can be made to them. Obtaining DUNS and registration in SAM takes some time. It is therefore advised that interested offerors start obtaining DUNS and SAM immediately. Please refer to section L2 and L.3 for more information on DUNS number and SAM registration.

The primary point of contract for this RFP is the Procurement Agent, Boris Kabeya. Any questions related to this RFP must be submitted by email to [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov) by no later than the time and date specified above. Responding to questions thereafter is at the Contracting Officer's discretion. Any information given to a prospective offeror concerning this RFP will be furnished to all offerors as an amendment to the solicitation. Proposals should be submitted to [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov) no later than the date and time specified above.

Physical Address:  
U.S. Agency for International Development  
Mobil Building  
N° 198 Avenue Isiro  
Gare Centrale / Gombe / Kinshasa  
Democratic Republic of Congo

U.S. Postal Address:  
USAID/DRC  
Unit 31550  
APO AE 09828-1550

Tel: (+243) 81 555 4430  
Fax (+243) 81 555 3528  
<http://www.usaid.gov/cg>



## USAID | DEMOCRATIC REPUBLIC OF THE CONGO

Site visit will be conducted from December 27-28, 2018 and from January 7-8, 2019 to allow prospective bidders to survey the site and ask questions to clarify any doubts or information provided in this solicitation documents.

The terms "site visit" means the ability to inspect the site where services are to be performed (USAID/DRC).

This letter does not obligate USAID/DRC to award a contract, nor does it commit USAID to pay for any costs incurred in the preparation and submission of a proposal in response hereto.

Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Andre-Guy Soh".

Andre-Guy Soh  
Contracting Officer

Physical Address:  
U.S. Agency for International Development  
Mobil Building  
N° 198 Avenue Isiro  
Gare Centrale / Gombe / Kinshasa  
Democratic Republic of Congo

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<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72066019R00004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/12/2018	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAID/DROC (Congo) 00000		CODE 720660	8. ADDRESS OFFER TO (If other than Item 7)		

**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 1700 A local time 01/04/2019  
(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.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Boris Kabeya	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bkabeya@usaid.gov
		AREA CODE +24	NUMBER 381-7151	EXT. 139	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

**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 0 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) Andre-Guy Soh		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
72066019R00004

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery Location Code: USAID/DROC USAID/DROC Executive Office USAID/DROC 1980 Isiro Avenue Kinshasa/Gombe, DROC  Minimum Downlink speed from North American Internet sites 20Mbps (Committed) Minimum Uplink Speed to North American sites 8Mbps (Committed) and burstable upwards by a minimum of 512 kbps or more. As of VSAT requirements, a 4.5 Meter Dish with a powerful modem and 8 ports switch or more to accommodate each public IP address.				

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 OBJECTIVE

The objective of this Statement of Work is to provide a dedicated Internet connection of Minimum Downlink speed from North American Internet sites 20Mbps (Committed) Minimum Uplink Speed to North American sites 8Mbps (Committed) and burstable upwards by a minimum of 512 kbps or more including but not limited to applications accessing remote databases abroad, Internet surfing, VPN, Network mail, distance learning, online meeting for USAID/DRC mission located at 198 Isiro Avenue, Kinshasa-Gombe, DRC.

B.2 CONTRACT TYPE

The U.S. Government contemplates award of a Firm-Fixed-Price (FFP) contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F based on the Statement of Work (SOW) found in Section C of this solicitation.

B.3 ESTIMATED COST, AND OBLIGATED AMOUNT

Subject to the availability of funds, USAID intends to provide an amount **TBD** for the installation costs and an amount **TBD** for recurrent yearly cost estimates for 28MB bandwidth internet connectivity.

B.4 PRICE/COST SCHEDULE

The following is the Budget Schedule: TBD

Line Item	BASE YEARS	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL COST (Base Year and option years)
Connectivity Installation (Equipment and any other costs)	TBD	TBD	TBD	TBD		
Annual Preventive Maintenance						
Connective Charges						

**Note: 1. TBD amount will be completed upon negotiation of final cost agreed between the Contractor and USAID.**

[END OF SECTION B]

**SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)****SERVICES DESCRIPTION:**

Under the direction of the Systems Manager who is the designated Contracting Officer Representative (COR) for this activity, the contractor shall undertake all tasks as spelt out in this statement of work.

The contractor shall seek to understand the current infrastructure installed at USAID/DRC by carrying out a site survey. The USAID/DRC mission's offices are located on 198 Avenue Isiro, Mobil building, Kinshasa/Gombe. Currently, the mission does not have any remote site and all services will be provided at this location. USAID will also conduct a site visit to each ISP which has been short listed for this bid.

Due to the critical nature of the applications that are operated through this Internet link the contractor shall be required to ensure availability of this service at all times. Any interruptions or service degradation below USAID's expectations will result in the loss of the subscription fees commensurate with the duration that the service was unavailable or when the service quality was unacceptable to USAID.

The contractor shall ensure that there is twenty four hour technical coverage of service support and should therefore be operating a 24 X 7 support center. The contractor shall provide all required hardware, IP addresses, telecommunications applications and/or software upgrade including any licenses that may be required to keep the service operational after the service has been commissioned.

After the service has been commissioned the contractor shall bear any and all installation costs that may be required to keep the quality of the service acceptable to USAID. Further, the contractor will be responsible for additional costs arising from technical modifications, change of Internet provisioning technologies or change in agreements of the contractor and its partners.

**Required Bandwidth and VSAT**

Minimum Downlink speed from North American Internet sites 20Mbps (Committed) Minimum Uplink Speed to North American sites 8Mbps (Committed) and burstable upwards by a minimum of 512 kbps or more.

As of VSAT requirements, a 4.5 Meter Dish with a powerful modem and 8 ports switch or more to accommodate each public IP address.

Note that the bandwidth shall be dedicated.

**Deliverables**

The contractor shall provide the required bulk Internet Service through industry standard telecommunications channel equipment whose operation meets approved local telecommunication regulator requirements.

The contractor shall provide two blocks of IP addresses on two different subnets in which the first block, a minimum of 16 (sixteen) contiguous IP addresses block, will be used for internal device addressing by USAID and the other block, a minimum of 4 (four) contiguous IP addresses of public class, will be used for external equipment addressing between USAID and the ISP.

The contractor shall provide all documentation for the installed infrastructure including but not limited to network numbers, passwords and configurations. In addition, the contractor shall provide any test tools that may include hardware or software components. Logon account details for monitoring of critical devices or monitoring of connection speeds.

The contractor shall be registered and approved Internet Service Provider by the local Telecommunication Regulatory Authority.

The contractor shall provide contact details and qualifications of all personnel who will carry out the installation as

well as the shift engineers who operate their 24 X 7 network operations center.

The contractor shall service and test any back up communications link at the contractor's costs including any access circuit charges that may be necessary for the provision of this service and shall provide service level agreement (SLA) if available.

For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's internet gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.

The contractor shall provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.

The contractor Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 600ms for the Round Trip Time (RTT) for internet service.

The contractor shall provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Kinshasa and the ISP hub in United States of America (USA).

The contractor shall have redundancy in the Internet backbone between the Democratic Republic of Congo and USA. For instance, If NAP of the host country's backbone fail, NAP Americas, NAP Sprint, or any other alternate backbone paths shall be available.

### **Warranty**

The contractor shall provide a twelve months warranty for any new equipment supplied under this contract. The warranty shall cover maintenance, repair and/or replacement of any failing aspects of the new components of this installation.

### **Delivery**

The USAID/DRC's COR in charge of this activity will receive, inspect and certify any equipment including documentation, configurations and copies of all software.

### **Deployment / Installation**

The contractor shall install the Internet infrastructure necessary to operate this service and hand over all the necessary information to the USAID / DRC's COR in charge of this activity. The contractor shall also install and commission any other equipment and any other accessories including, but not limited to, items such as power supplies/voltage regulator (redundancy), surge protectors, network information such as IP addresses /Subnet and Gateway, telecommunications applications, patch cables, electrical wiring and minimal cabling including all necessary accessories to make the required Internet service fully operational.

The contractor shall make sure that the VSAT is fully grounded by installing a proper ground to protect all other equipment such as Modem, Switch and others.

### **Training**

The contractor shall provide on the job training on, set up, operation and use of the Internet service. The training must cover but will not be limited to, all the aspects of the Internet service management and any necessary maintenance of the service.

[END OF SECTION C]

**SECTION D PACKAGING AND MARKING**

D.1 AIDAR 752.7009 MARKING (JAN 1993)

N/A

D.2 BRANDING STRATEGY

N/A

**D.3 BRANDING AND MARKING POLICY**

N/A

**[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.

## FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	AUG 1996
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**E.3 MONITORING AND EVALUATION PLAN**

Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted. The Contractor will input all required information to the USAID/DRC COR on a quarterly basis.

[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.

## FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.211-8	TIME OF DELIVERY	JUN 1997
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997
52.211-16	VARIATION IN QUANTITY	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-1	CHANGES-FIXED-PRICE	AUG 1987

**F.2 PERIOD OF PERFORMANCE**

The contract estimated period of performance is initially for a base period of one (1) year with four (4) one year option period. The contract effective date is estimated March 1, 2019.

**F.3 PLACE OF PERFORMANCE**

Performance of this contract will be principally in Kinshasa, Democratic Republic of Congo.

**F.4 DELIVERABLES**

Contractor shall deliver all required reports and deliverables as warranted in Section C.

**F.5 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth below, will be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

**a) Quality**

- Education, breadth and depth of experience of the Contractor's key personnel.
- Quality and effectiveness of Internet Services provided to USAID.
- Extent to which open, transparent relations are established between USAID COR and the Contractor.

**b) Cost Control/Effectiveness**

- Actual costs incurred against the Contractor's cost proposal.

**c) Timeliness of Performance**

- Long Term and Short-term technical assistance are identified and fielded in a timely manner.
- Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- Timeliness of documents or reports submitted to USAID.

**F.6 REPORTS**

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall provide the following to the designated COR in Section G:

**Mobilization Plan:** The contractor shall submit a mobilization/timeline plan detailing the timeframe for deploying staff, procuring supplies and/or equipment, and initiating work activities for any installation work related to the services requested in SECTION C above.

**F.7 KEY PERSONNEL**

a. The Contractor's shall provide the following key personnel primary point of contacts (POC) is:

Title	Name
1. Network Engineer	TBD

a) Qualification: Key Personnel must have the following qualification and experience:

- Professional expertise in Internet service provision through VSAT/ADSL/Fiber optic connection
- A minimum of three years' experience as Internet Service provider
- Ability to read, speak and understand English

b) The personnel specified above is considered to be essential to the work being performed hereunder. Prior to replacing the specified individual, the Contractor must notify both the Contracting Officer (CO) and the COR at least a month in advance and in writing.

c. The contractor's primary point of contact is expected to fulfill the following responsibilities and meet the following desired minimum qualifications:

- Ensure proper administration of the contract.
- Provide technical guidance and serve as a subject matter expert in technical area.
- Provide regular and constructive feedback to USAID COR.

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 TEXTS OF USAID CONTRACT CLAUSES**

752-7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

**G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this Contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

Office of Acquisition and Assistance (OAA)  
USAID/DRC  
198 Isiro Avenue  
Kinshasa/DRC

**G.3 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Office of Acquisition and Assistance  
USAID/DRC  
198 Isiro Avenue  
Kinshasa/DRC

**G.4 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 scope of the work as detailed in Section C.

(b) The COR is authorized by designation 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 "Cognizant Officer" 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 LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the COR may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) 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.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## **G.5 PAYING OFFICE**

All vouchers/invoices **MUST** be sent electronically to: [Kinshasaofm@usaid.gov](mailto:Kinshasaofm@usaid.gov).

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

Budget Fiscal:  
 Operating Unit:  
 Strategic Objective:  
 Team/Division:  
 Benefiting Geo Area:  
 Object Class:

Amount Obligated:

**G.8 CONTRACTOR'S PAYMENT ADDRESS**

TBD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[To be filled in at time of Award]*

**[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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

### **H.2 AUTHORIZED GEOGRAPHIC CODE**

Any commodities that must be purchased by the Contractor in order to fulfill the terms of the Contract may be purchased locally provided that (1) commodities with a value of under US\$5,000 may be purchased with an origin and nationality of Code 937 (any country other than the following: Libya, Vietnam, Cuba, Laos, Iran, North Korea, and Syria) and (2) any commodity with a value over US\$5,000 must be of U.S. source and origin unless a written waiver is obtained in advance from USAID. Any commodities that must be purchased by the Contractor in order to fulfill the terms of the contract and that are not available locally must be of U.S. source, origin and nationality unless a written waiver is obtained in advance from USAID.

### **H.3 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support related to connectivity, procurement and dealing with the Host Government if any.

### **H.4 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

### **H.5 AIDAR 752.225-70 SOURCE AND NATIONALITY 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.

#### **H.6 NONDISCRIMINATION (JUN 2012)**

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

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

#### **H.7 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)**

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

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

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

**[END OF SECTION H]**



## SECTION I - CONTRACT CLAUSES

### I.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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 this/these address(es): <http://www.acquisition.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITION	NOV 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION	DEC 2014
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED IMPLEMENTING STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS	JUN 2014
52.213-1	FAST PAYMENT PROCEDURE	MAY 2006
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2013
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARD	MAY 2014
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARD – PRICE ADJUSTMENT	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS	MAY 2014
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARD TO CONTRACTS FOR	

	CERTAIN SERVICES – REQUIREMENTS	MAY 2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-25	PROHIBITION ON CONTRADCTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS	DEC 2012
52.226-4	NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE	NOV 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-16	PROGRESS PAYMENTS	APR 2012
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.243-1	CHANGES--FIXED PRICE	AUG 1987
	ALTERNATE I	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2014
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 10993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7025	APPROVALS	APR 1984

## **I.2 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the completion date of the contract.

**I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.

**I.4 FAR 52.232-25 PROMPT PAYMENT (JULY 2013)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

**(a) Invoice payments --****(1) Due date.**

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

**(2) Certain food products and other payments.**

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts

temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**I.6 752.211-70 Language and measurement. (JUN 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 SECTION I]**

**SECTION J: LIST OF ATTACHMENTS**

1. **Biographical Data Sheet – AID 1420 -17, please see the following link [www.usaid.gov/forms](http://www.usaid.gov/forms).**

**The form can be downloaded from the following website. The Bio-data sheet should be signed by employee and its employer both.**

2. **CONTRACTOR/SUBCONTRACTOR PAST INFORMATION SHEET**

The Offeror shall provide past performance information in the sheet provided at the end of Solicitation as Attachment 2.

**[END OF SECTION J]**



**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS.**

[http://www.acq.osd.mil/dpap/ccap/cc/jcchb/Files/Topical/NAF\\_and\\_Concessionaire/resources/naf\\_reps\\_and\\_certs.pdf](http://www.acq.osd.mil/dpap/ccap/cc/jcchb/Files/Topical/NAF_and_Concessionaire/resources/naf_reps_and_certs.pdf)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (DEC 2012)

**[END OF SECTION K]**

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

### L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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 this/these address (es): <http://arnet.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>.

### L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)

(a) Definition. “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [subpart 32.11](#)) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

**L3** All applicants must register/update their company’s profile in SAM as soon as possible. The link to access the SAM website is: <https://www.sam.gov/portal/public/SAM/>.

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from this page. User guides and webinars are available under the Help tab. Applicants may submit applications under this RFA without SAM Registration. However, the apparently successful applicant will be required to register and must submit evidence of registration to USAID. Therefore, applicants are encouraged to register with SAM early so that, if selected, award will not be delayed.

**Note: Award will not be possible if the applicant is not registered in SAM.**

**L.4 FAR 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)**

a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days otherwise specified, and will include Saturdays, Sundays, and legal holidays. If however the last day falls on a Saturday, Sunday, or legal holiday, then the period shall the next working day.

b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

c) Submission, modification, revision, and withdrawal of proposals.

(1) Electronic submission of proposals shall be sent to:

[kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov)

**No Hard Copy proposals will be accepted.**

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and electronic addresses of the offeror;

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and electronic addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified on the cover page of this solicitation.

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- (ii) (A) Any proposal, modification or revision received at [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov) after the exact time specified for receipt of offers is “late” and will not be considered unless it is the only proposal received or the Contracting Officers deems acceptance of that proposal advantageous to the Government.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English and in USD.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- d) Offer expiration date. Proposals in response to this solicitation will be valid for 30 days from their date of receipt.
- e) (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- f) Contract award.
- (1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) 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 if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.215-1 Alternate I (Oct 1997). As prescribed in FAR 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

#### **L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates Firm Fixed Price Contract resulting from this solicitation.

#### **L.6 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

#### **L.7 ACQUISITION SCHEDULE**

The schedule for this acquisition is anticipated to be as follows:

<b>Action</b>	<b>Anticipated Date</b>
RFP Issued	December 17, 2018
SITE VISIT/Visibility Analysis	December 27-28, 2018/ January 7-8, 2019
Offerors Questions Closing Date and Time	January 9, 2019
USAID Answers to Questions Provided	January 10, 2019
Technical and Cost Proposals Closing Date and Time	January 22, 2019 at 17:00 Local Time

## **L.8 GENERAL INSTRUCTIONS TO OFFERORS**

- (a) **RFP Instructions:** If an offeror does not follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
- (b) **Accurate and Complete Information:** Offerors 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.
- (c) **Pre-award Survey:** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties; (2) a review of the contractor's operations and financial system and their business and personnel procedures; and (3) site visits to the offerors institutions. Accordingly, offerors should submit their best proposal initially.
- (d) **Government Obligation:** The U.S. Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.
- (e) **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:
- (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 of this RFP;
  - (3) Completion of the "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 shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required, including whether or not the Offeror has a Secret level security clearance.
- (f) **Proposal Preparation Costs.** The U.S. Government will **not** pay for any proposal preparation costs.
- (g) Proposals shall remain available for acceptance by USAID for a minimum of thirty days (30) days.

## **L.9 PROPOSAL DELIVERY INSTRUCTIONS**

(a) Questions and Clarifications

(i) Offerors must submit all questions regarding this solicitation to **only** the individuals indicated on the cover letter of this solicitation. Offerors must submit these questions via e-mail **no later than the date and time indicated in Section L.7 “Acquisition Schedule”**.

(ii) USAID will not accept any questions after this date unless otherwise provided in an amendment to the solicitation. Offerors must not submit questions to any other USAID staff.

(b) Proposals shall be submitted in two separate volumes: (a) technical, and (b) cost via electronic method only. Paper copy will not be accepted.

(c) Submission of Proposals by E-mail:

For electronic submissions, your organization must ensure that the proposals are received at [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov) in their entirety. No addition or modifications will be accepted after the submission date. E-mail attachments should be formatted in Microsoft Word and/or Microsoft Excel format with **10 MB limit per e-mail**. Please convert your documents to one of these formats before sending them to USAID/DRC., or provide scanned copies of pages in .pdf format (Adobe PDF) if they include signatures or forms.

In addition to the aforementioned guidelines, offerors are requested to take note of the following:

- i. Proposals submitted electronically must be in either Microsoft Word (for narrative text) or Excel (for tables), unless you are providing scanned copies of pages that include signatures or forms.
- ii. After you have sent your proposals electronically, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email or indicate in the file name that it is a "corrected" submission.
- iii. Please do not send the same email more than once unless there has been a change, and if so, please note that it is a “corrected” email.
- iv. If you send your proposal by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). For example, if your cost proposal is being sent in two emails, the first email should have a subject line which says: "[organization name], Cost Proposal, Part 1 of 2".

Our preference is that the technical and cost proposals be submitted as single email attachments, e.g. that you consolidate the various parts of a technical proposal into a single document before sending them. If this is not possible, please provide instructions on how to collate the attachments. USAID/DRC will not be responsible for errors in compiling electronic proposals if no instructions are provided or are unclear.

(d) **Deadline for questions:** The deadline for submitting questions’ regarding this RFP is January 9, 2019. All Questions relating to this RFP must be submitted to Boris Kabeya via email at [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov). Unless otherwise notified by an amendment to the RFP, no questions will be accepted after this date. Offerors must not submit questions to any other USAID staff, including the technical office.

**( e) Closing Date and Time:** the proposal in response to this solicitation shall be submitted to [kinshasaproposals@usaid.gov](mailto:kinshasaproposals@usaid.gov) no later than January 22, 2019, 17.00 PM Kinshasa Time. Proposals received after this time either by email or paper submission shall not be included for evaluation.

## **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation should address how the Offeror intends to perform the Statement of Work contained in Section C. The technical proposal should be organized by the technical evaluation criteria in Section M in the following format:

- Executive summary
- Technical approach- Product and Services (see section M 3.1).
- Staffing Plan including Key Personnel (see section M.3.2)
- Contractor Performance Information (see section M.3.4)

The technical proposal should be specific, clear, and complete.

Note: A page in the technical proposal, which contains a table, chart, graph, level of effort matrices etc., not otherwise excluded below, is subject to the “page” limitation.

The following attachments are authorized and will not be counted towards the 10 page limitation:

- Cover/Title Page;
- Table of Contents;
- Dividers;
- Table summarizing qualifications of proposed personnel
- Appendix attachments which contain biographical information (i.e., resumes/CVs and other documentation provided by the Offeror) for proposed candidates;
- Contractor/Sub-Contractor Past Performance Listing; and
- Charts, such as Management Structure Organizational Chart(s), etc.
- Partners Commitment/Collaboration letters
- Key Personnel commitment letters
- Analysis supporting tables
- Contract Past Performance Report Short-Forms, and Summary Table

All critical information from appendices must be summarized in the technical proposal.

### **L.10.1. Technical Approach (see section M.3.1)**

The extent to which the proposal demonstrates understanding and familiarity with the tasks and services described in the Scope of Work. The extent to which the contractor presents its approach and proposed methodology to implementing the scope of work. As part of this section, the offeror must include information on how it would evaluate the requested services on a yearly basis.

### **L.10.2 Staffing Plan including Key Personnel. (See M.3.2)**

The offerors proposed staff shall be evaluated in accordance with the skills and expertise (see section F and Evaluation Criteria M.3. Demonstrate availability of technical staff at all times



The offeror shall include a brief summary for each Key Personnel not to exceed one page including the extent and nature of key personnel's experience in implementing similar projects. Detailed CV/Resume should be provided in an Annex (not to be counted in page limit) but not to exceed four pages in length and shall be in chronological order starting with most recent experience. Resume/CVs should also include a minimum of three (3) references of professional contacts with their contact information (name, title, organization, phone number, email address). Each resume shall be accompanied by a signed letter of commitment from each candidate including statement of (a) availability to start work as proposed by the offeror and (b) intention to serve for the stated term of the service.

In addition, the key personnel should possess strong communication and interpersonal skills in English.

### **L.10.3 CONTRACTOR PERFORMANCE INFORMATION [See Section M.3.]**

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and subcontractor in accordance with the following:

1. List in an annex to the technical proposal minimum 3 and maximum up to 5 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar scope of work in trade facilitation and economic and private sector development related activities.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- 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)).

(c) 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.

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)

(1) This section (d) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.4 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the

work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

(3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide a list of the recent [CO to establish the timeframe for "recent" while keeping in mind that the number of reports could be significant over an extended period of time.] contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

**L.11. I INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL:**

The offeror shall clearly show how they arrived at the firm fixed-price for the work to be accomplished.

A Cost proposal must include:

- The overall cost of the service (material and labor)
- The cost of spare equipment
- The monthly connectivity cost for the duration of the contract
- The cost of maintenance after the warranty period of the contract duration
- The cost of IP addresses on the contract duration

(b ) Prospective Contractors shall submit Proof of financial capability to pre-finance all costs, all risks, loss, and damage.

The offerors are requested to provide the Cost proposal in the following budget format.

Cost Item	Unit Price	Number of Units	Year wise Price			Total Price (Base Years 1 and 2 and Option Year)
			Amount Base Year 1	Amount Base Year 2	Amount Option Year 1	

The Offerors must include bio-graphical data sheet or CV of the persons to be working on this Contract as Key Personnel in support of their salaries if any.

**Please note: there is no page limit for cost proposal.**

**L.12 Evidence of Responsibility for prime and subcontractor if any**

- (a) 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 § 9.104-1. Accordingly, prime offerors must seriously address each element of responsibility. To be determined responsible, a prospective contractor must:
- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
  - (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
  - (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). An Offeror 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;
  - (4) Have a satisfactory record of integrity and business ethics;
  - (5) 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 subcontractors). (See FAR 9.104-3(a));
  - (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104- 3(a)); and
  - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request from the contracting officer or his representative.**

**[END OF SECTION L]**

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## SECTION M: EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.
- (d) In accordance with FAR 15.304(e)(1), all evaluation factors other than cost/price when combined are significantly more important than cost/price factors.

### M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) The competitive range of offerors with whom negotiation may be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c).
- (b) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

- (c) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation.

### M.3 EVALUATION CRITERIA

In determining which offer represents the best value to meet the Government's needs, the Government shall evaluate responses using the following evaluation criteria:

Technical Evaluation Criteria	Weight
<b>Products and Services</b>	<b>60 points</b>
<b>Staffing Plan including Key Personnel</b>	<b>30 points</b>
<b>Past Performance</b>	<b>10 points</b>

## TECHNICAL EVALUATION CRITERIA

Technical, cost, and other factors will be evaluated and an award will be made on the basis of best value to the U.S. Government. Technical factors are considered substantially more important than cost factors.

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The criteria below are presented by major category, with relative order of importance, so that Offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.
- (c) Cost has not been assigned a numerical weight. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered substantially more important than cost relative to deciding who might best perform the work, cost factors and USAID's budget must also be considered. Therefore, after the final evaluation of proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical and cost factors.

Offerors should note that the following criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors should address in their proposals.

## EVALUATION CRITERIA

### 1. Products and Service (60 points)

The Offeror's approach to providing consistent quality services which are conform to the technical specifications outlined in this solicitation. The ability, capability and skill of the Contractor to provide the service in accordance with the Acquisition schedule.

### 2. Staffing Plan including Key Personnel (30 points)

USAID will evaluate how the proposed staffing plan and key personnel prepares the contractor to provide the Government with the most efficient and most effective 24-hour quality services throughout the period of performance of this contract.

### 4. Contractor Performance Information (10 Points)

- (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. 10 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 previously has not had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in 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 below:
- (1) Quality of product or service, including consistency in meeting goals and targets: **2 points**
  - (2) Cost control, including forecasting costs as well as accuracy in financial reporting (Note to COs: this element is not required for Firm-Fixed Price or Firm-Fixed Price with Economic Price adjustment contracts) **2 points**
  - (3) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). **2 points**
  - (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, attitude in remedying problems, and timely completion of all administrative requirements- **2 points**
  - (5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified: **2 points**

Total Weight for Performance Evaluation **10 points**

- (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. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a total score of 80 points out of the 90 maximum possible points, its total technical score for evaluation against the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.

An exception to this “neutral” rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

#### **M.4 COST EVALUATION**

Evaluation points are not awarded for cost. The review of the cost proposal shall include a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror’s understanding of the work, and the Offeror’s ability to perform the contract. These will consist of a review of the cost portion of an Offeror’s proposal to determine if the overall costs proposed are reasonable and realistic for the work to be performed, if the costs reflect the Offeror’s understandings of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Cost efficiency of proposed Other Direct Costs (ODCs).

Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the Offeror with the highest technical evaluation score. For this procurement, however, technical proposal merits are considered significantly more important than cost relative to deciding who best might perform the work. Therefore, after the final evaluation of the proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that estimated cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases.

#### **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) 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]

**ATTACHMENT 2: CONTRACTOR/SUBCONTRACTOR PAST INFORMATION SHEET**

1. Name of Contracting Entity:
2. Contract/Agreement No.:
3. Contract/Agreement Type:
4. Amount:
5. Name of Key Personnel:
6. Description of Work/Services/Activity:
6. Problems: (If problems encountered on this contract, explain corrective action taken)
7. Contacts (Name and Telephone #):
8. Contractor:
9. Information Provided in Response to RFP No.:
10. A copy of interim or final Contractor Performance Report that have been finalized/signed by the Cognizant Contracting Officer, if any.

[NOTE: when submitting above information for subcontractors, the actual dollar amount of subcontract must be listed in Block 4 instead of the Total Estimated Cost of the overall contract. In addition, offerors may submit attachments to this past performance table if the spaces provided are inadequate.]