



# USAID | SOUTHERN AFRICA

## Regional Acquisition and Assistance Office

Issue Date: July 28, 2009  
Deadline for Questions: August 7, 2009  
Closing Date & Time: August 27, 2009 [1600 hrs Pretoria time]

**SUBJECT: Request for Quotations (RFQ) No. 674-09-053  
Cashier Services for USAID/Southern Africa**

The United States Agency for International Development (USAID) is seeking quotations from interested commercial banks registered to operate in South Africa for the banking services described in the attached solicitation.

This is a combined synopsis/solicitation for commercial service prepared in accordance with FAR 12. This Solicitation is issued as a competitive unrestricted and firm-fixed price acquisition.

The applicable North American Industry Classification System (NAICS) code is 522110. The contractor shall provide all labor, supervision, transportation, equipment, tools, materials, and other items and services necessary to provide banking services to USAID/Southern Africa.

If your organization decides to submit a quotation in response to this solicitation, it must be submitted in accordance with the instructions of the RFQ at the designated place and time indicated therein. All quotations shall be submitted by e-mail on or before the closing date and time specified in the solicitation. A quotation received after the closing date and time will not be considered eligible for evaluation or award, unless there is acceptable evidence to establish that it was received by the Government installation prior to the time and date specified in the solicitation pursuant to FAR Part 15.

Any questions regarding this solicitation shall be sent to the following individual by e-mail or fax no later than 1600hrs [Pretoria Time], August 7, 2009:

Hossana Agedew  
Regional Acquisition & Assistance Specialist  
E-mail: [hagedew@usaid.gov](mailto:hagedew@usaid.gov); and [proposals@usaid.gov](mailto:proposals@usaid.gov)  
Fax No. +27-12-460-3177

All submissions must be marked clearly with the solicitation number "674-09-053" and **must** be sent to [proposals@usaid.gov](mailto:proposals@usaid.gov) with a copy to [hagedew@usaid.gov](mailto:hagedew@usaid.gov).

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

Sincerely,

[signature on file]

Kent J. Howard  
Regional Contracting Officer



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     
 INSPECTED     
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL				
FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

## **SECTION B SUPPLIES OR SERVICES AND PRICE/COSTS**

### **B.1 TITLE**

#### **CASHIER SERVICES FOR USAID/SOUTHERN AFRICA**

### **B.2 PURPOSE**

The United States Agency for International Development (USAID), USAID/Southern Africa requires a commercial bank to provide banking services as detailed in Section D.

### **B.3 CONTRACT TYPE**

This is a firm-fixed price commercial services contract in accordance with FAR Part 12. For the consideration set forth in the Contract, the Contractor shall provide the deliverables or outputs described in Section D and comply with all contract requirements.

### **B.4 PRICE SCHEDULE**

This firm Fixed-Price (FFP) of this contract is \_\_\_\_\_. Payment under this Contract shall be contingent upon the approval by the Contracting Officer's Technical Representative of the deliverables stated in Section D.

The Contractor will not be paid any sum in excess of the fixed price or the total obligated amount whichever is less.

### **B.5 PERIOD OF PERFORMANCE**

The period of performance for this Contract is from October 01, 2009 to September 30, 2010. Depending on satisfactory performance of the Contractor during the base period and availability of funds, USAID/SA may exercise an option to extend the Contract by an additional 24 months pursuant to FAR 52.217-9 "Option to Extend the Term of the Contract." The Contractor shall provide the banking services 5 days per week [Monday to Friday] for at least 7 hours per day except on U.S. and South African holidays. Annual holiday schedule is published at the beginning of each year and will be provided to the Contractor by the Contracting Officer's Technical Officer [COTR].

### **B.6 AVAILABILITY OF FUNDS**

According to FAR Clause 52.232-18 "Availability of Funds (APR 1984)," which is incorporated by reference into this contract. Option years may be exercised by the Government based on availability of Fiscal Year funds for a particular option year.

### **B.7 USE OF GOVERNMENT FACILITIES AND PERSONNEL**

The Contractor is ONLY authorized to use a secure office space, a desk and a chair within the U.S. Government facilities. The Contractor is not authorized to use U.S. Government clerical or technical personnel in the performance of the services specified in the Contract.

If, at any time, it is determined that the Contractor has used U.S. Government personnel without written authorization from the COTR, then the amount payable under the Contract shall

be reduced by an amount equal to the value of the service provided by the U.S. Government personnel, as determined by the Contracting Officer.

If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute" and shall be dealt with under the terms of the clause of this Contract entitled "FAR 52.233-1 - Disputes."

## **B.8. INVOICES**

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Regional Financial Management Office with a copy of weekly reports at the end of each month. One copy of the voucher and the invoice shall also be submitted to the COTR.

Electronic submission of invoices is encouraged and can be sent to [invoice@usaid.gov](mailto:invoice@usaid.gov).

The invoice must be signed, and it must be submitted along with the SF-1034 and any other documentation in Adobe.

Paper Invoices shall be sent to the following address:

### **Local Address:**

Regional Financial Management Office  
USAID/Southern Africa,  
100 Totius Street, P.O. Box 43  
Groenkloof 0027, Pretoria, South Africa

### **US Pouch Address:**

Regional Financial Management Office  
USAID/Southern Africa  
9300 Pretoria PL  
Washington, D.C. 20521-9300

## **B.9 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) AAPD 06-12 (SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems.

USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC\* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

**END OF SECTION B**

## SECTION C CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For FAR Clauses: <http://www.arnet.gov/far>  
For AIDAR Clauses: <http://www.usaid.gov>

#### A. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

NUMBER	TITLE	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEPT 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.245-1	GOVERNMENT PROPERTY	JUN 2007

#### B. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) [AIDAR] CLAUSES

752.204-2	SECURITY REQUIREMENTS
752.210-70	LANGUAGE AND MEASUREMENT
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL
752.228-3	WORKER'S COMPENSATION INSURANCE

### C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice;

and

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

(x) 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, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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—

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

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

(B) Affected contract number and delivery order number, if applicable;

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The

Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at [52.212-5](#).
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The [Standard Form 1449](#).
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the

Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757. (End of clause)

### ***C.3 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 90 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 36 months.

[END OF SECTION C]

**SECTION D  
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 STATEMENT OF WORK**

**1. Background**

USAID/Southern Africa located in Pretoria manages and supports U.S. Government foreign assistance and development projects throughout the southern African region. The portfolio is managed by approximately 60 U.S. citizens and by approximately 100 locally hired staff. The cashier supports the implementation of programs by collecting amounts due from projects and from employees, making payments to vendors, and providing foreign exchange services to U.S. citizen employees and their dependents. On average, the cashier has processed the following volume of transactions:

<b>Transaction Type</b>	<b>Total Number of Transactions per Month</b>
Collections	10 to 30
Cash Payment on Vouchers	25 to 40
Petty Cash Payments (incidentals less than \$500 per voucher)	40 to 50
Accommodation Exchange	200 to 250

**2. General Requirement**

The Contractor shall serve as the payment agent for USAID/Southern Africa.

**3. Specific Task Requirements**

This Statement of work outlines specific tasks to be performed by the Contractor as follows:

**Task Requirement No. 1 - Collections**

The Contractor shall receive cash and check payments in U.S. Dollars or in South African Rands for USAID made by grantees, vendors, contractors, customers, or employees. Cash and check collections shall be deposited to the United States Disbursing Office (USDO) account. Receipts must be issued for all collections.

**Task Requirement No. 2 - Petty cash and cash voucher payments**

The Contractor shall make cash advances, petty cash, and cash voucher payments in US Dollars and in South African Rands based on payment documents approved by an Authorized Certifying Officer. The Contractor shall obtain the signature of the payee on the original payment document and provide a copy of the signed original to the payee.

**Task Requirement No. 3 - Accommodation exchange services**

The Contractor shall exchange U.S. Dollar cash, personal checks, and traveler checks provided by authorized U.S. personnel, their spouses, and foreign travelers visiting on temporary duty assignments for South African Rands and/or U.S. Dollars. The Contractor

shall maintain sufficient level of funds in both currencies at all times. The Contractor shall provide a daily record of accommodation exchange transactions, including individuals receiving exchange and the amounts.

#### **Task Requirement No. 4 - Reverse accommodation exchange services**

The Contractor shall exchange South African Rands for U.S. Dollars when authorized by a USAID Financial Management Officer. Provide a daily record of reverse accommodation exchange transactions, including individuals receiving exchange and the amounts.

#### **Task Requirement No. 5 - Distribution of checks**

The Contractor shall hold U.S. Dollar and local currency checks on behalf of USAID for distribution to payees upon presentation of appropriate identification.

#### **Other Tasks**

#### **Task Requirement No. 6 - Automated banking**

The Contractor shall maintain an automated teller machine on the USAID premises at no additional cost to USAID.

#### **Task Requirement No. 7 – Banking**

The Contractor shall provide full range of banking services to USAID employees holding accounts with the bank at no additional cost to USAID. The Contractor shall arrange for well-secured cash transfer between USAID and the bank. The Contractor may, but is not required to, charge account holders transaction fees that the account holder would normally pay in a branch bank.

### **D.2 SPECIAL CONTRACT REQUIREMENTS**

#### **1. Key Personnel**

The contractor shall provide the following key personnel for the performance of this Contract:

*{Positions to be specified by the offeror and incorporated into the contract at time of award, but will be consistent with the requirements}*

USAID reserves the right to adjust the level of key personnel during the performance of this Contract.

The key personnel identified above must be able to get and maintain security clearance to work on the USG premises at all times.

Any replacement for these positions must be approved in writing, in advance, by the Contracting Officer. The key personnel identified above were proposed by the Contractor in its original proposal and/or proposal revision(s) or modification(s) and/or final proposal revision(s) which was (were) accepted by USAID through award of this Contract, and are considered to be essential to the work being performed hereunder. Unless otherwise agreed to by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance of this Contract for the term required hereunder. Unless failure to provide the designated key personnel as specified above is beyond the control, and without the fault or negligence, of the Contractor (e.g., non-acceptance or termination of employment by the

individual, illness or death of the individual), failure to provide such key personnel as specified above may be considered nonperformance by the Contractor. If the Contractor, at any time, is unable to comply with these requirements, the Contractor shall simultaneously notify, in writing, the Contracting Officer and the COTR reasonably in advance of the individual's departure or non-acceptance of employment and shall submit written justification and explanation in sufficient detail (including implications for the total estimated cost of this Contract) to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such replacement and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the COTR not later than 30 days after the departure of, or non-acceptance of employment by, any of the approved individuals, and the proposed substitute personnel must have at least the same qualifications as the applicable key personnel specified above. Failure to do so may be considered nonperformance by the Contractor. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this Contract to add, change or delete personnel and positions, as appropriate.

The Contracting Officer may require dismissal from work of those Contractor employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees must be fingerprinted.

## **2. Authorized Geographic Code**

The authorized geographic code for the purchase of goods and services under this Contract is 935.

## **3. Language Requirements**

All reports and deliverables shall be produced in English.

## **4. Confidentiality and Ownership Of Intellectual Property**

All reports generated and data collected under this Contract shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

## **5. Disclosure of Information**

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

- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

#### **6. Contractor's Staff Support, And Administrative And Logistics Arrangements**

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Contract. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparation services, printing, and duplicating.

The Contractor shall assign one full-time employee who is qualified and experienced in accounting and/or banking to serve as the primary cashier during the Contract period. In addition, the Contractor shall assign an alternate cashier with the same level of qualification and experience to perform the tasks in this Contract in the absence of the primary cashier.

#### **7. Executive Order on Terrorism Financing**

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

#### **8. Contracting Officer's Technical Representative Responsibilities**

A Contracting Officer's Technical Representative [COTR] will be designated in a separate letter upon award of this Contract who will be responsible for administration of this Contract including making required inspections and accepting completed work for USAID.

### **D.4 STANDARDS OF PERFORMANCE**

The Contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Contract and reports submitted to the Contracting Officer's Technical Representative (COTR).

The following are the measurable performance standards that have been established for this Contract and will be used to evaluate the Contractor's performance:

- (a) **Technical competence:** Performance shall be measured by the Contractor's effectiveness and professionalism on the assignment in providing the required customer service.
- (b) **Ability to assemble or prepare effective expertise:** Performance shall be measured in several different ways. For example, superior contractor recruitment ability goes beyond a simple review of candidate's resumes before submission to USAID. Some candidates might appear qualified on paper, but may lack effectiveness in action. Superior recruitment processes shall be based on references and first-hand contacts with the technical expert proposed. Superior contractor performance shall take into consideration how each individual will contribute to create positive group chemistry when assembling teams. Inferior performance is marked by disruptive team relations, notwithstanding the sometimes stellar reputation of individual members on the team.
- (c) **Contractor responsiveness:** Performance shall be measured by the Contractor's ability to maintain open, direct, and responsive communications channels with USAID/Southern Africa and its staff members. Superior contractor performance is marked by a rapid, helpful response to clients without undue delays. Inferior performance may result from a lack of strong communications efforts with USAID and its clients.
- (d) **Client satisfaction with the services:** Performance shall be measured in many ways. Superior contractor performance is distinguished by customer satisfaction of the services provided and the high quality of the final deliverable. High quality deliverables should be clear, concise, accurate, well-structured, and easily comprehended. Advisory services shall be measured by the results from recommendations followed.

## **D.5 REPORTS AND DELIVERABLES**

In addition to the requirements set forth for submission of reports in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the COTR. All reports and other deliverables shall be in the English language, unless otherwise specified by the COTR.

### **(a) Daily Report:**

The Contractor shall provide a daily accountability of disbursements, collections, and accommodation exchange to USAID no later than 1700 hrs [Pretoria time] each day. The Contractor shall develop a standard daily report form in consultation with the COTR.

### **(b) Weekly Report:**

The Contractor shall submit to USAID all original vouchers stamped paid and a report showing the reconciliation between the vouchers paid and the cash dispensed no later than Friday of each week. The Contractor shall develop a standard weekly report form in consultation with the COTR.

**(c) Final Report**

At the end of the Contract, the Contractor shall prepare a completion report which highlights accomplishments, addresses lessons learned and suggests ways to resolve constraints identified. The report may provide recommendations for follow-on work that might complement the completed work.

**(d) AIDAR752.242-70, PERIODIC PROGRESS REPORTS (OCT 2007)**

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

**[END OF SECTION D]**

**SECTION E**  
**SOLICITATION PROVISIONS**

***INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS***

**E.1 GENERAL**

The Government anticipates the award of one (1) Firm-fixed price Contract/Purchase Order a result of this RFQ; however, it reserves the right to make no award.

**E.2 ACQUISITION SCHEDULE**

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

	<u>Date</u>
RFQ issued	July 28, 2009
Questions due	August 7, 2009
Answers to questions disseminated	August 18, 2009
Proposals due	August 27, 2009
Technical/Price evaluation	September 1, 2009
Award of Contract	September 25, 2009
Performance begins	October 01, 2009
Debriefings begin (if required)	September 28, 2009

**All Questions relating to this RFQ must be submitted to Hossana Agedew at [hagedew@usaid.gov](mailto:hagedew@usaid.gov) via email no later than **August 7, 2009**. Unless otherwise notified by an amendment to the RFQ, no questions will be accepted after this date. Offerors must not submit questions to any other USAID staff, including the technical office.**

**E.3 GENERAL INSTRUCTIONS TO OFFERORS**

*(a) Separate Technical and Price Proposals*

Regardless of the method used to submit proposals, the Technical Proposal and Cost/Price Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

*(b) Government Obligation*

The US Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal/quotation in response hereto.

*(c) RFQ Instructions*

If an offeror does not follow the instructions set forth herein, that Offeror's proposal may be eliminated from further consideration. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFQ and prospective contract:

*(d) Accurate and Complete Information.*

Offerors must set forth full, accurate and complete information as required by this RFQ. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

**E.4 DELIVERY INSTRUCTIONS**

*(a) Submission, Marking and Copies*

The Offeror should submit the proposal through one of two following methods:

(i) electronically - internet email with up to 10 attachments (5MB limit) per email compatible with Microsoft Office 2003 compatible ( MS WORD or Excel) in a MS Windows environment. Multiple emails may be sent to accommodate the proposal size and content, but each must contain very clear identification of the attachment and instructions for assembling the proposal. Up to 10 attachments (5MB limit) per email compatible with Microsoft Office 2003 or sent in a MS Windows environment. Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped files attachments are not allowed. The subject line for every such email must include the following: **"RFQ No. 674-09-053 - Cashier Services."** Offerors shall provide two hard copies of the original technical proposal and one copy of the cost proposal, with the goal that they will be received within one week of the closing date for receipt of proposal if the proposal is submitted electronically. (facsimile of the entire proposal is not authorized, though pages with original signatures may be sent by facsimile if the Offeror chooses not to use a electronic scan of the original signature); or

(ii) hand delivery (including commercial courier) – sending an original and one copy of the technical proposal and one original and one copy of the cost proposal. A standard CD(s) containing one complete copy of the entire proposal compatible in a MS Windows environment must also be submitted to the issuing office. The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFQ No.: 674-09-053  
Title: Cashier Services

*(b) Closing Date and Time*

All proposals in response to this RFQ shall be due at the below address, not later than 4:00 p.m. Pretoria Time on the date indicated on the cover page to this RFQ.

*(c) Addresses*

Proposals shall be delivered to the following addresses:

(i) Electronically– to [proposals@usaid.gov](mailto:proposals@usaid.gov).

If Hand-Carried, or via Courier Service:

Hossana Agedew, Regional Acquisition & Assistance Specialist  
Regional Office of Acquisition and Assistance  
U.S. Agency for International Development  
100 Totius Street

Groenkloof 0027  
Pretoria, South Africa  
+27 12 452 2168

## **E.5 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

### **(a) General**

The technical proposal shall consist of the technical proposal itself and an annex. These two parts together will constitute the Offeror's technical proposal (and be physically bound together if possible for any hard copies). The proposal must be well organized, complete, clear, and succinctly presented.

#### **1. Page Limitation**

Proposals will be concise, specific and complete and detailed information should be presented only when required by specific RFQ instructions. The technical proposal itself shall not exceed 10 pages, excluding the Annex. Any additional pages will not be evaluated. Proposals shall be written in English and typed on standard 8 1/2" x 11" paper (210mm by 297mm paper) or A4 paper, single spaced, 12 characters per inch with each page numbered consecutively. Font size of less than 12 characters per inch may be used only in tables, charts and footnotes, and abuse of such exceptions may be a basis for excluding the proposal from further evaluation, at the Contracting Officer's discretion. Margin should normally be 1". Items such as cover pages, dividers and the table of contents are not included in the 10-page limitation.

#### **2. Organization**

The technical proposal should be organized into the following sections as follows:

- a. Cover Letter or Form SF-1449
- b. Table of Contents
- c. Technical Approach
- d. Management & Staffing: Key Personnel
- e. Institutional Capability/Capacity/Experience
- f. Quality Control/Risk Analysis Plan

These sections, including the annex where relevant, should include all information required to fairly evaluate the Offeror under the applicable evaluation factor. Specific guidance on the content of each of these sections is set forth below:

#### **3. Introductory Materials**

As stated above, a cover letter or the use of Form SF 1449 is required at the beginning of the technical proposal according to FAR 52.212-1 included in this Section. The offeror may also want to include other introductory materials such as a table of contents at the beginning of the technical proposal. The Cover letter should include the name of the proposed Contract/Purchase Order, Project Director, and the name of authorized agent for the offeror

and her/his contact information. The Cover letter should summarize the key elements of the offeror's technical strategy, management approach and implementation plan.

#### **4. Technical Proposal Annex**

The technical proposal annex shall contain position descriptions, resumes, letters of commitment from personnel or partners, teaming agreements, letters of support, experience/performance references, contract performance information and any other supporting documentation requested by the RFQ. The Annex shall also include a completed and signed copy of the Offeror representations and certifications required under FAR 52.212-3[See Section E.8 below] which will be reviewed to determine the responsibility of the offeror.

##### **(b) Technical Approach**

The purpose of the Technical Approach Section of the Technical Proposal is to provide enough information to permit a fair and complete evaluation of the proposal pursuant to the criteria described in this Section.

The Technical Approach Section should describe in detail the proposed technical strategy and approach and comprehensively address how the offeror will accomplish the tasks outlined in the Statement of Work. This section must demonstrate the offeror's full understanding of the task requirements.

##### **(c) Management and Staffing**

Offerors should provide summary descriptions of roles, responsibilities and qualifications of all key personnel proposed to provide services under this Contract. Resumes of these staff, not to exceed 3 pages each should be provided in the annex. Letters of commitment from all key personnel to the effect that they will be available for the period of the Contract, should the offeror receive an award, should also be included in the annex.

Offerors should provide a clear description of how the Contract will be managed, including the approach to addressing potential problems. Offerors shall specify the composition and organizational structure of the entire project team (including home office support and any sub-partners) and describe each staff member's role, technical expertise, and estimated amount of time each will devote to the project. Offerors shall propose two full-time employees with a bachelor's degree in accounting or banking and at least 5 years of banking experience to serve as a cashier and alternate cashier. A functional organizational chart describing the reporting relationship should be included in the annex.

Offerors that intend to utilize subcontractors shall indicate the extent intended, the method of identifying subpartners, and the tasks/functions they will be performing. Offerors shall state whether or not they have existing relationships with these other organizations and the nature of the relationship, and should include the agreements with proposed collaborators in the annex.

##### **(d) Institutional Capacity & Experience**

The offeror should describe its organizational knowledge, capability and experience in providing similar services for at least 5 years. The offeror should also include its existing relationship with banks in the US and other banks in the southern African region to facilitate foreign currency exchanges.

**(e) Quality Control/Risk Analysis Plan**

This section shall provide information necessary to determine the soundness of the offeror's quality control/risk analysis plan.

The Offeror's risk analysis plan must explain the offeror's understanding of the requirements, identify the likely risks associated with this work and propose solutions to minimize delays or loss of funds so that the task requirements are met at minimal interruption.

The Offeror must provide a quality control plan that fully explains how management oversight will be provided to accomplish all task requirements successfully.

**(f) Contractor Performance Information**

In the Annex, the Offeror should provide an information sheet for all contracts, orders or other programs that are similar to the scope of work in this solicitation that have been performed by the offeror or by a major subcontractor. The three (3) most relevant contracts, orders and programs shall be summarized. .

For each contract, order or program listed, please provide the following information:

- Contract, Order or other identifying number;
- Agency or entity providing the contract or funding;
- Description of the scope of work, including, but not limited to a brief discussion of the complexity/diversity of tasks;
- Primary location(s) of work;
- Term of performance;
- Skills/expertise required;
- Dollar value;
- Contract or order type, e.g. fixed-price or cost; and
- Contact information for two persons, including name, job title, mailing address, phone numbers and e-mail addresses.

(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). If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken in this section of the Technical Proposal.

**(g) Evidence of Responsibility**

In addition, as part of the annex to the technical proposal, offerors are requested to submit any evidence of responsibility deemed necessary for the Contracting Officer to make a determination of responsibility. The information submitted should substantiate that the offeror:

- a. Is a bank registered to operate in South Africa in accordance with local laws;
- b. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
- c. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the offeror, non-governmental and governmental;
- d. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;

- e. Has a satisfactory record of integrity and business ethics; and
- f. Is otherwise qualified and eligible to receive a contract under applicable laws and regulations

**(h) Information Concerning Work-Day, Work-Week, and Paid Absences**

- (i) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
- (ii) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour work-day, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their work-day and work-week policies.
- (iii) The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

**E.6 INSTRUCTIONS FOR THE PREPARATION OF THE COST/PRICE PROPOSAL**

Offerors must submit a separate Cost/Price Proposal for both the base and option periods and include the following information. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

**(a) Part 1 - Standard Form 1449 or Form SF-1449**

The Offeror must submit the cover page of this Solicitation [Standard Form (SF) 1449, "SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS"], with an original signature of a person authorized on behalf of the Offeror to sign the offer.

**(b) Part 2 - Proposed Costs/Prices**

This part of the Cost Proposal should include the following information: Detailed budgets (preferably in spreadsheet format), budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Bio Data Sheets, and Cost Agreements with subcontractors, etc.).

**1. Detailed Budget Preparation Guidance**

All budgets should be organized based on types of costs as set forth in the section immediately below. In addition to the overall detailed budget, breakdowns should be provided for each year of performance set forth in Section B of this Solicitation. In summary, the following budgets should be provided:

Budget details and supporting information must be provided in sufficient detail to allow a complete and fair analysis of cost.

## 2. Budget Line Item Headings and Definitions

In order to undertake a meaningful comparison of cost/price, Offerors shall use the following standard cost elements organized generally as presented below.

Salary and Wages: FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of personnel should be broken down by person years, months, days or hours. The offeror shall submit AID 1420-17 contractor Employee Biographical Data Sheet or commonly known as "biodata sheet" for each proposed personnel. The Bio data sheet shall be signed by both the proposed personnel and the offeror's authorized agent to certify the salary history.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types, units and unit costs.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously

established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

## **E.7 EVALUATION FACTORS FOR AWARD**

### **1. GENERAL INFORMATION**

(a) The Government may award a Contract/Purchase Order without discussions with offerors.

(b) The Government intends to evaluate proposals in accordance with this Section of the RFQ and award to the responsible contractor(s) whose proposal(s) represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

(c) The submitted technical information will be 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 and capability information provided by the Offerors, and any other information obtained by the Government through its own research.

(d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

### **2. TECHNICAL PROPOSAL EVALUATION CRITERIA**

(a) The factors below are presented by major category, with relative weights identified, so that Offerors will know which areas require emphasis in the preparation of proposals. The factors below reflect the requirements of this particular solicitation. Offerors must note that these factors: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors must address in their proposals.

(b) Each technical proposal will be evaluated and scored by the Technical Evaluation Committee qualitatively in accordance with the evaluation factors set forth in this solicitation.

(c) Offerors will be evaluated on the basis of the following technical evaluation factors with the following weights (total of 100 points):

The specific evaluation criteria are as follows:

<b>Factors</b>	<b>Weight</b>
Technical Approach	20
Management & Staffing: Key Personnel	30
Institutional Capability /Experience	20
Quality Control/Risk Analysis Plan	20
Past Performance	10
<b>Overall Evaluation</b>	<b>100</b>

**a) TECHNICAL APPROACH [20 points]**

Evaluation under this factor will focus on the soundness of the overall technical approach. The following will be considered in the evaluation of this factor:

- The extent to which the technical approach is logical, well-conceived, and technically appropriate
- The demonstrated understanding of the task requirements.

**b) MANAGEMENT & STAFFING [30 points]**

Evaluation under this factor will consider the experience and qualifications of proposed personnel with respect to the services and tasks required under this solicitation, as well as the effectiveness of the overall management plan. The following will be considered in the evaluation of this factor:

- (i) The extent to which the personnel plan is composed of a team and key personnel with appropriate accounting/banking expertise and appropriateness and relevance of expertise and experience of key personnel
- (ii) Demonstrated ability to assign alternate cashier to provide the required services in the absence of the proposed cashier.
- (iii) Demonstrated ability of the proposed key personnel i.e. cashier and alternate cashier to provide the required services in a diverse customer environment.
- (iv) Demonstrated ability to retain the key personnel; and
- (v) Demonstrated appropriateness and effectiveness of staffing pattern, including clarity on the level of headquarters support

**c) INSTITUTIONAL CAPACITY & EXPERIENCE [20 points]**

This factor focuses on the existing capabilities of the Offeror and its actual experience in providing similar services to those required under the Statement of Work. The following will be considered in the evaluation of this factor:

- (i) Demonstrated experience, knowledge, capability in managing similar tasks and successfully providing similar banking services. Specific attention should be paid to demonstrated past experience in providing banking services to international organizations.
- (ii) Demonstrated relevant organizational knowledge and capability of other proposed team members (proposed sub-contractors if any)
- (iii) Evidence of capacity to provide products and services including capacity to set up a computer with dedicated internet line for the use by the Cashier and capacity to install a well-secured automated teller machine [ATM]
- (iv) Demonstrated capability to arrange for well-secured cash transfer between USAID and the bank
- (v) Demonstrated experience in dealing with banks in the US and other banks in southern African region.

**d) QUALITY CONTROL/RISK ANALYSIS PLAN [20 points]**

This factor focuses on the ability of the offeror to tackle any risks that may be faced during the period of performance and assures the soundness of the offeror's quality control/risk analysis plan. The following will be considered in the evaluation of this factor:

- (i) Demonstrated evidence of an in-place program of quality control measures;
- (ii) Demonstrated capability for funds accountability;
- (iii) Identification of risks associated with the proposed work,
- (iv) Demonstrated ability of risk prevention and soundness of proposed solutions;
- (v) Demonstrated adequacy of management oversight

**e) CONTRACTOR PERFORMANCE INFORMATION FACTOR (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 this Solicitation and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

(b) If the performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.

(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. Performance in South Africa is of critical importance and will be given more weight than performance in other countries.

(d) The Contractor's performance information determined to be relevant will be evaluated in accordance with the elements below:

- (i) Quality of product or service, including consistency in meeting goals and targets;
- (ii) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
- (iii) Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost advisors are adequate, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- (iv) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified; and
- (v) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and other partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements; and
- (vi) Customer satisfaction with performance, including end user or beneficiary wherever possible.

**3. COST/PRICE EVALUATION**

Proposed costs shall be evaluated for cost realism, completeness, reasonableness, allowability and allocability. This analysis is intended to determine the degree to which the

costs included in the cost/price proposal are fair and reasonable. An overall evaluated cost will be determined and will be used as part of the tradeoff analysis in determining source selection.

## **E.8 FEDERAL ACQUISITION REGULATIONS (FAR) SOLICITATION PROVISIONS**

### **A. 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this

solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the

solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) 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 or DUNS+4 number that identifies the offeror's name and address. 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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of the rationale for award;

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

(6) 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.

(End of provision)

**B. 52.212-2 Evaluation—Commercial Items (Jan 1999)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Section E of this Solicitation

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**C. 52.212-3 Offeror Representations and Certifications—Commercial Items. (July 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or

names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has

considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

## Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

**[END OF RFQ NO. 674-09-053]**