



# USAID | BENIN

FROM THE AMERICAN PEOPLE

Issuance Date: March 6, 2014  
Clarification/Question Due Date: March 13, 2014  
Closing Date: April 3, 2014  
Closing Time: 3:00 p.m. Cotonou time

**SUBJECT: Solicitation № 680-14-003**  
**Solicitation Title: Facility Cleaning Service Provider at USAID/Benin**

ATTENTION PROSPECTIVE OFFERORS:

The United States Government, represented by the U.S. Agency for International Development (USAID), Benin Office of Acquisition and Assistance (OAA) intends to award a contract for the program named "Facility Cleaning Service Provider".

Contracts resulting from this Request for Proposal (RFP) will be Firm-Fixed-Price (FFP).

USAID/Benin, OAA invites local interested and qualified organizations to submit proposals in accordance with the requirements of this RFP. Proposals submitted in response to this solicitation should remain valid for two months. USAID will conduct this procurement through other than full and open competition, under which only local organizations are eligible to compete.

The procedures set forth in the Federal Acquisition Regulation (FAR) Part 15 shall apply. USAID anticipates an award of a one year with option of one year extension period. USAID is not obliged to make an award. Cost proposals shall be evaluated as a part of a Best Value determination for contract award. The total anticipated amount for the first year is approximately FCFA10,998,906.00 (Not to exceed US\$24,442.01).

The RFP addresses all of the specifics associated with the services requested. Offerors are encouraged to read the entire solicitation. Special attention should be paid to Section L, "Instructions to Offerors" and Section M, "Evaluation Factors for Award".

The primary point of contact for this RFP is the Acquisition and Assistance Assistant, Lucrece Boko. Any questions related to this RFP must be submitted by email to Lucrece Boko at [lboko@usaid.gov](mailto:lboko@usaid.gov) with a copy to Cosmas Apedo at [capedo@usaid.gov](mailto:capedo@usaid.gov) by no later than the Clarification/Question Due Date specified above. Responding to questions thereafter is at the Contracting Officer's discretion. Any information given to a prospective offeror concerning this RFP will be furnished to all offerors as an amendment of the solicitation. Proposal should be submitted to Lucrece Boko, via email at [lboko@usaid.gov](mailto:lboko@usaid.gov), and [oaadocs@usaid.gov](mailto:oaadocs@usaid.gov) not later than the Closing Date and Closing Time specified above.

Thank you for your interest.

Sincerely,

Kevin Armstrong  
Mission Director  
USAID/Benin

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

**B.1 OBJECTIVE**

The objective of this acquisition is to procure the services of qualified Facility Cleaning Service Provider(s) (FCSP) for the following:

- Clean office space and the yard;
- Empty septic tanks on a preventive basis;
- Assure gardening;
- Provide garbage collection services.

**B.2 BACKGROUND**

1. Description of the Site

The Site consists in three main buildings with a total of 65 rooms, 15 toilets, hallways and corridors. The total surface of all buildings is approximately 1,617.97 m<sup>2</sup>. A site visit will be authorized to allow prospective contractors to have a clear idea on requirements and provide a realistic proposal.

2. Inventory of equipment:

Current equipment on the Site includes the following:

- a. 12 Water Coolers
- b. 04 Refrigerators
- c. 03 Microwave ovens.

**B.3 CONTRACT TYPE**

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

**B.4 ESTIMATED COST, AND OBLIGATED AMOUNT**

Subject to the availability of funds, USAID intends to provide for the first year with approximately FCFA10,998,906.00 (Not to exceed US\$24,442.01) for the cleaning services.

**[END OF SECTION B]**

## **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES (SOO)**

### **SCOPE OF WORK**

The Facility Cleaning Service Provider (FCSP) will work closely with the Supervisory Executive Specialist and the FCSP on-site staff will work under the Supervisory Executive Specialist for the overall scheduling, execution and completion of work to provide the following support functions:

#### **Cleaning**

Day-to-day housekeeping will include the following operations:

- Dust and Dirt Removal: Cleaning surfaces (floors and walls), windows, ceilings, ledges, machinery, and other hard-to-reach places where dust and dirt may accumulate;
  - Aisles and Stairways Cleaning;
  - Compound sweeping;
  - Veranda mopping;
  - Gardening;
  - Emptying and cleaning trash cans
  - Regular collection, grading and sorting of scrap.
  - Keeping machines, tools, and work places clean and orderly.
  - Placing trash only in the containers provided for that purpose.
- 
- **Water Coolers / Refrigerators / Microwave ovens:**

Daily

External cleaning of all water coolers.

External cleaning of all refrigerators.

Weekly

Cleaning of the interior of all refrigerators.

Thorough washing and cleaning of the interior and exterior of all micro-ovens.

Monthly

Thorough washing and cleaning of the interior and exterior of all refrigerators.

#### **Bathroom/toilets Cleanings**

Daily

Cleaning of the bathroom/toilets every day.

Monthly

The cleaning staff will make a “deep clean” of lavatories at USAID. One lavatory at a time will be cleaned deeply by area each month, leaving others lavatories open during the cleaning.

#### **Septic Tanks Emptying**

All Site septic tanks should be regularly emptied. The minimum frequency is twice per year but under certain circumstances, USAID may request an emergency service.

#### **Garbage Collection**

Garbage collected from the compound will be collected twice a week and on emergency basis upon USAID request. However the dustbins in each office should be emptied on a daily basis in the morning and at the end of the day.

**Gardening**

Ensure daily up keeping of the gardening areas inside and outside USAID building, mowing the lawn, shear off flowers and provide all necessities (manure, watering hose, etc.) with no additional cost to USAID. The gardener should propose innovative ideas to improve the façade of the building that is USAID front building, inside compound including balconies of the building.

**[END OF SECTION C]**

**SECTION D PACKAGING AND MARKING**

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

N/A

**D.2 BRANDING STRATEGY**

N/A

**D.3 BRANDING AND MARKING POLICY**

N/A

**[END OF SECTION D]**

**SECTION E INSPECTION AND ACCEPTANCE**

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

**E.2 INSPECTION AND ACCEPTANCE**

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

**E.3 MONITORING AND EVALUATION PLAN**

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

[END OF SECTION E]

**SECTION F DELIVERIES OR PERFORMANCE**

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Solicitation. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES—FIXED-PRICE	AUG 1987

**F.2 PERIOD OF PERFORMANCE**

The contract will be awarded for a base period of one year with option of one year extension period depending on the needs, upon satisfactory performance, and availability of funds and at the discretion of USAID.

**F.3 PLACE OF PERFORMANCE**

Performance of this contract will be in USAID/Benin office location: Rue Caporal Bernard Anani, Camp Guezo, Cotonou, Republic of Benin.

**F.4 DELIVERABLES**

Contractor shall deliver all required reports and deliverables in the resulting Contract.

**F.5 PERFORMANCE STANDARDS**

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

**a) Quality**

- Quality and effectiveness of the Contractor's key personnel.
- Quality and effectiveness of the services performed to USAID.
- Extent to which open, transparent relations are established between USAID COR and the Contractor.

**b) Cost Control/Effectiveness**

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

**c) Timeliness of Performance**

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

**F.6 REPORTS**

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

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

**F.7 KEY PERSONNEL**

a. The Contractor's primary point of contacts (POC) are:

- 1. Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2. Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_

b. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer (CO) and the USAID COR reasonably in advance in writing.

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

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

**[END OF SECTION F]**

## **SECTION G - CONTRACT ADMINISTRATION DATA**

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

752-7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

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

Office of Acquisition and Assistance (OAA)  
USAID/Benin  
01 Box 2012  
Cotonou, Benin

### **G.3 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Office of Acquisition and Assistance  
USAID/Benin  
Rue Caporal Anani Bernard  
01 BP 2012  
Cotonou, Benin  
Telephone: (229) 21-30-05-00 Ext: 2119

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

The Contracting Officer Representative is the Supervisory Executive Specialist or her designee at:

USAID/Benin  
Administrative Management Office (EXO)  
Rue Caporal Anani Bernard  
01 BP 2012  
Cotonou, Benin

Telephone: 229-21-30-05-00; Ext: 4280

### **G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

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

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

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

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

**G.6 PAYING OFFICE**

USAID/Benin  
Office of Financial Management  
Rue Caporal Bernard Anani  
01 BP 2012  
Cotonou, Benin

**G.7 ACCOUNTING AND APPROPRIATION DATA**

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

As stated herein, the Contracting Officer shall be the only individual on behalf of USAID authorized to:

- a) Waive any requirement of this solicitation;
- b) Modify any term or condition of this RFP; and
- c) Accept any non-conforming work.

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

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

**[END OF SECTION G]**

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

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

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

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

Any commodities that must be purchased by the Contractor in order to fulfill the terms of the Contract may be purchased locally provided that (1) commodities with a value of under US\$5,000 may be purchased with an origin and nationality of Code 935 (any country other than the following: Libya, Vietnam, Cuba, Laos, Iran, North Korea, and Syria) and (2) any commodity with a value over US\$5,000 must be of U.S. source and origin unless a written waiver is obtained in advance from USAID. Any commodities that must be purchased by the Contractor in order to fulfill the terms of the contract and that are not available locally must be of U.S. source, origin and nationality unless a written waiver is obtained in advance from USAID. The terms "source", "origin" and "nationality" are defined in 22 CFR 228.01 and 22 CFR 228.14, copies of which will be provided to the Contractor.

### **H.3 LOGISTIC SUPPORT AND SUPPLIES**

USAID will provide the FCSP internal office space and workstation for key personnel. Contractor should provide equipment and materials needed for the successful implementation of this contract.

The FCSP will provide all equipment, tooling, materials and supplies (Examples: vacuum cleaner, air fresheners, hand soap, mops, sanitizers, brushes, sponges, brooms, buckets, etc.) to fulfill their operation. All such equipment shall be clearly identified as FCSP owned. A list of FCSP supplied equipment shall be maintained with the Supervisory Executive Specialist. A list of FCSP supplied equipment shall be maintained with the General Services Assistant. The FCSP will be responsible for all cleaning equipment or their replacement with no additional cost to USAID.

All FCSP activities and personnel shall comply with all health and safety requirements.

1. Maintain an adequate staff for efficient operation. The staff will be subject to the rules and regulations of the US Government while on the premises.
2. Safety shall be the first priority on all jobs. Personal protection planning and implementation shall be considered for all workers on all tasks. Also, the safety of other people in the work area shall be considered.
3. Safety shoes, ear and eye protection, respirators, hard hats and other protective equipment should be worn while working on tasks which present specific hazards. Good housekeeping must be maintained at all times.

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

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

#### **H.5 SECURITY**

The Contractor shall strictly comply with the security rules and regulations enforced by the US Government. Access to site will be restricted to personnel and vehicles with valid security access approvals.

All materials to be removed from site shall be based on authorized material exit pass. Permits, security passes and vehicle passes issued by USAID shall not be altered, forged, copied or used by individuals they are not issued to. Prohibited materials such as illegal drugs, explosives or pornographic materials are not allowed in the site under any circumstances.

Security violations, which include but not limited to, over-speeding, misuse of identification cards, smoking, use of alcohol and drugs, etc. will lead to immediate security action which includes expulsion from site.

Contractor shall ensure that all the personnel intended to be deployed on site permanently during the contract period possess permanent US Embassy-issued security passes. Temporary monthly passes and/or daily passes shall be obtained for personnel deployed on a temporary call-off basis. Valid residence permit is a pre-requisite for issuance of security passes.

#### **H.6 PERSONNEL**

##### **➤ ACCEPTANCE OF PERSONNEL**

The FCSP will submit the qualifications of all proposed on-site personnel with working hours. All proposed on-site personnel would have to go through a security clearance as defined by US Government security rules before getting approval to access USAID. At any time, the personnel can be denied access if they do not follow rules and regulations agreed upon with the USAID.

##### **➤ ON-SITE PERSONNEL**

The contractor has the ultimate responsibility for managing the contract for achieving the performance results and for determining the appropriate staffing pattern in support of its technical approach. Offerors must assemble a team with the required knowledge and experience in the components outlined in this solicitation in order to meet USAID needs. It is the responsibility of the FCSP to subcontract with qualified professionals and negotiate directly their remuneration. The FCSP will provide a contact list of all the staff with emergency numbers. Absences by any of the full-time personnel will require coverage by a fully trained professional. On-site personnel provided by the FCSP must adhere to US Government safety and ethical conduct policies. USAID reserves the right to request the replacement of any FCSP staff if deemed necessary.

##### **➤ POLICIES AND PROCEDURES**

The FCSP shall provide on-site Policies and Procedures Manuals. Prepare, maintain and make available the manuals to the General Services Assistant, detailing the procedures for interfacing with USAID staff and detailing the FCSP responsibilities to USAID. All such information shall be consistent with USAID

standards and procedures. Copies of the Manual shall be made available to all FCSP personnel as well as kept in an identifiable location on site and be updated as required.

**[END OF SECTION H]**

**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.213-1	FAST PAYMENT PROCEDURE	MAY 2006
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-16	PROGRESS PAYMENTS	APR 2012
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.243-1	CHANGES--FIXED PRICE ALTERNATE I	AUG 1987 (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUNE 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7025	APPROVALS	APR 1984
752.7033	PHYSICAL FITNESS	JUL 1997

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

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

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

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

**I.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 12 months. The

Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 12 months, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **I.5 52.232-25 PROMPT PAYMENT (Jul 2013)**

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

(a) Invoice payments—

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).
- (4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
  - (i) The designated billing office received a proper invoice.
  - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
  - (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
  - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.
- (7) *Additional interest penalty.*
  - (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt

payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;  
 (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Contractor point of contact.

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.244-6, Subcontracts for Commercial Items. (DEC 2009).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)(Pub. L. 109-282)(31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (APR 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
- (iv) 52.232-11, Extras (APR 1984).
- (v) 52.233-1, Disputes (JUL 2002).
- (vi) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351), *et seq.* (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights -

(1) Within a reasonable period of 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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

**[END OF SECTION I]**

**SECTION J: LIST OF ATTACHMENTS**

**1. Standard Form 33: Solicitation Schedule**

**[END OF SECTION J]**

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

N/A

**[END OF SECTION K]**

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): <http://arnet.gov/far/> (FAR) <http://www.usaid.gov/pubs/ads/300/aidar.pdf> (AIDAR); a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>.

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Jul 2013)**

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

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

**L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)**

a) Definitions. As used in this provision--

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

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

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

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

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

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

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

(1) Electronic submission of proposals shall be sent as follows:

Lucrece Boko at [lboko@usaid.gov](mailto:lboko@usaid.gov) and [oaadocs@usaid.gov](mailto:oaadocs@usaid.gov).

Hard copies may also be submitted to the following address:

Lucrece Boko  
Acquisition & Assistance Assistant  
USAID/Benin  
Office of Acquisition & Assistance (OAA)  
01 BP 2012  
Rue Caporal Bernard Anani  
Camp Guezo  
Cotonou, Benin

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available). If you are a subsidiary, please provide the name and address of your parent company;

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

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation including your corporate organizational chart with number of employees; and

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

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

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision 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—

(1) 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 3:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in CFA as per the provision at FAR 52.225- 17, Evaluation of Foreign Currency Offers included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

- e) (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

- f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received,

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

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

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

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

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

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

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose

the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

**[END OF SECTION L]**

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

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

- a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offeror(s) whose proposal(s) represent(s) the best value to the U.S. Government.
- c) The submitted technical information will be scored by a Technical Evaluation panel using the technical criteria shown below. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.
- d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

### **M.2 TECHNICAL QUALIFICATION REQUIREMENTS**

Prospective Contractors shall submit separate technical and cost proposals in English as stated in Section L. Contractors should note that English is the required language. Therefore in the event of inconsistency between any terms of the proposals and any translation into another language, the English language meaning shall control. The proposals should be composed of the following:

1. A technical proposal (in one original and 3copies) that should address how the offeror intends to carry out the tasks contained in the Statement of Work: Company Profile - Corporate experience in facility related services - Description of Quality Plan and operations control. - Plan for Implementation and Execution - Resumes of resources that would deliver the scope including suppliers and personnel, etc. Proposals will be reviewed in accordance with the sub-title "Selection Process" below.

#### **Product and Service Offerings**

- **Service Years.** Number of years the offeror has been working on maintaining facilities.
- **Industries served.** Provide list of markets you are currently performing services for.
- **Service capabilities.** Provide a brief overview of your company's relevant business plan, service offering capabilities to perform the requested services and functions for all identified areas of scope.
- **Labor Relations.** Provide an overview of your company's labor relations relevant to facility maintenance.

#### **Proposal Content and Structure**

Please structure the form and content of your proposal in accordance with the requirements outlined below. Bidders are to utilize the same headings, numbering system and formats as specified herein:

#### **Executive Summary**

In no more than two (2) pages, provide a brief overview of your proposal, including the following:

Specific approaches to be employed to perform the work to the total satisfaction of USAID;

Specific advantages your firm or team has to offer in relation to this assignment.

An itemization of any proposed options to and/or deviations from the RFP requirements.

- The assumptions or clarifications made and methodology applied during the formulation of your response.

**Request for Information**

Respond completely, accurately and succinctly to each of the items below:

- Provide the legal name of the entity submitting the proposal;
- State the number of years that the entity has been in existence and the number of years that the entity has been providing cleaning services;
- Provide the addresses of the headquarters location of the entity and of the location, if different, that would be responsible for the day-to-day performance of the services;
- Provide a summary of clients and properties for which you or your team are currently providing services. Indicate the number of years for which your firm has provided such services to these clients/properties;
- Of those identified in the response to the above item, provide a list of three (3) references for a similar assignment. Include the name of the client, the contact person for that client site, the contact's titles, phone number and address. Of those three, identify one (1) that the site could visit to obtain insight from the client's point of view as to the capabilities of your firm.
- Describe your firm's approach to the assignment.
- Provide a brief overview of your company's relevant business plan, service offering capabilities to perform the requested services and functions for all identified areas of scope.
- Detail any of your firm's special or unique capabilities, technology or operating procedures that would be of direct benefit to the Site.
- List any affiliates or joint venture partners your firm intends to utilize in the performance of this assignment. Describe the nature of that utilization and how your firm will coordinate and interact with that affiliate or joint venture partner
- Provide a listing of individual and/or company accreditations, certifications and memberships pertinent to this assignment.
- Describe the quality assurance program that your firm would utilize on this assignment. Include copies of any certifications associated with the Quality program.
- Identify the key personnel.
- Discuss your process for monitoring level of service, complaint resolution and customer (occupant) satisfaction and measures to address any shortcomings.
- Discuss your processes and policies regarding utilization of personnel.
- Explain how your firm provides coverage for personnel on vacation, leave of absence, or illness.

**Executive Plan**

The proposal must include a detailed description of your firm's plan to execute the services stated in the scope. This execution plan should explain how your firm intends to implement the particular services. The plan should identify those services that will be performed by an on-site staff that your firm would employ and those that would be performed by subcontractors to your firm, if any.

Your firm intended on-site staff shall be fully detailed. The staffing plan shall identify all positions and number of personnel and shall include the following:

- Titles or functional descriptions of each position;
- Organization chart indicating individual staffs who will be working on the site and supervisors;
- Complete description of the proposed organization that will be on-site and off-site in support of this service. Include all job titles, job descriptions and how they will interface with each other.

**Document Samples Requested**

The execution plan should include a detailed discussion of how your firm or team intends to execute the scope of services. Discuss the technology and any innovative methods that your firm would utilize.

Provided samples of the following documents to utilize for this service:

- Samples of schedule format ;
  - Sample checklist and follow up book for housekeeping services;
  - Sample of Quality Control Plan table of contents.
2. A Cost proposal (in two copies) that include:
- A budget with detailed line items for the One year period (2014 – 2015) and the option period (2015-2016) and budget narrative should include sufficient detail information to justify and support your proposed costs. Each component should be in sufficient detail broken down by unit of necessary items to perform the task.
  - Proof of financial capability to pre-finance all costs, all risks, loss, and damage.

**M.3 EVALUATION FACTORS**

(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 five general factors, which are further described below, provide a scale of the importance of each factor:

1. Business Operatio, General Experience and References	30 %
2. Cleaning plan	20%
3. Staffing	25%
4. Site visits	10%
5. Past Performance and Innovative Approaches	15%

Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which offerors should address.

The technical proposal should, at a minimum, include the following:

**1. Business Operation, General Experience and References 30%**

The prospective contractor must have operated a business providing similar support and services for a minimum of three (3) years or more.

The contractor shall also have a satisfactory record, verifiable through references, of services to local customers, comparable in nature and scope of services required under the solicitation.

**2. Cleaning plan 20%**

The prospective contractor should provide a copy of the company’s proposed cleaning plan.

**3. Staffing 25%**

The firm should have qualified staff of four (4) janitors capable of meeting all cleaning related support services. Provide their CVs including reference check numbers.

**4. Site visits****10%**

USAID will conduct a site visit to check the firm's installations and equipment in order to judge the contractor's capacity to execute the contract within the scope of the solicitation.

**Past Performance and Innovative Approaches****15%**

This includes any other information that USAID/Benin deems relevant in evaluating the vendor. Innovative approaches to increase the efficiency and effectiveness of operations shall also receive considerations, as shall the credibility of the vendor's commitment to the success of the contract and to its verifiable record of working harmoniously and cooperatively with its clients.

**(b) Financial Evaluation Criteria**

Price has not been assigned a numerical weight but will be evaluated on the following:

- Cost reasonableness, and
- Cost completeness

**(c) Best Value**

- (i) Technical evaluation factors are significantly more important than cost or price. Offerors are reminded that the Government is not obliged to award the contract on the basis of the lowest proposed cost or to the offeror with the highest technical evaluation score. Therefore, after the final evaluation of the proposals, the Contracting Officer may make the award without discussion to the responsible offeror whose proposal offers the best value to the Government, considering both technical and cost factors.
- (ii) *Options.* The Government will evaluate offers for award purposes by adding the total price for option 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 option shall not obligate the Government to exercise the option.
- (iii) 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 SECTION M]**

**CAHIER DE CHARGES  
POUR LA PRESTATION DE SERVICES D'ENTRETIEN  
A L'USAID/BÉNIN**

**PARTIE I – INFORMATIONS GENERALES**

**OBJECTIF**

USAID/Benin recherche un prestataire de services qualifié en entretien et nettoyage de locaux pour les services ci-dessous. De façon spécifique, le prestataire devra:

- nettoyer les bureaux et la cour ;
- assurer le jardinage ;
- fournir des services de collecte d'ordures ;
- vider les fosses septiques de façon préventive ;
- nettoyer les appareils électro-ménagers.

**CONTEXTE**

**1. Description des lieux**

Le site se compose de trois grands bâtiments avec un total de 65 bureaux, 15 toilettes et des couloirs. La surface totale de tous les bâtiments est d'environ 1,617.97 m<sup>2</sup>. Une visite des lieux sera autorisée pour permettre aux entrepreneurs potentiels d'avoir une idée claire des besoins afin de fournir une proposition réaliste.

**2. Inventaire des appareils:**

Les appareils nécessitant également un nettoyage sont les suivants:

1. douze (12) fontaines (distributeurs d'eau)
2. quatre (04) réfrigérateurs
3. trois (03) fours à micro-ondes.

**PARTIE II – CAHIER DE CHARGES**

**CAHIER DE CHARGES**

Le prestataire et son personnel travailleront en étroite collaboration avec l'Assistant aux services généraux pour la programmation globale et la bonne exécution des travaux relatifs aux points suivants :

• **Entretien/Nettoyage**

Le ménage quotidien comprend les opérations suivantes:

- nettoyage de la poussière et de la saleté: nettoyage des surfaces (sols et murs), des fenêtres, des plafonds, des recoins, des machines et de tout autre endroit difficile d'accès où la poussière et la saleté peuvent s'accumuler ;
- nettoyage des allées et des escaliers ;
- balayage de la cour ;
- lavage des vérandas;
- jardinage ;
- vidange et nettoyage des poubelles ;
- collecte, classement et tri des déchets ;
- maintenir les machines, les outils et les lieux de travail propres et ordonnés ;
- déverser les ordures uniquement dans les poubelles prévues à cet effet.

#### • Fontaines d'eau / Réfrigérateurs / Micro-ondes

##### Au quotidien

- Nettoyage externe des fontaines d'eau.
- Nettoyage externe des réfrigérateurs.

##### Hebdomadairement

- Nettoyage interne des réfrigérateurs.
- Nettoyage interne et externe des fours à micro-ondes.

##### Mensuellement

- Lavage et nettoyage approfondis de l'intérieur et de l'extérieur des réfrigérateurs.

#### • Salle de bains / WC

##### Au quotidien

Nettoyage des salles de bain et des toilettes.

##### Mensuellement

Le personnel de nettoyage fera un "nettoyage en profondeur" de toutes les toilettes de l'USAID. Une toilette sera lavée minutieusement (w.-c., carreaux muraux, lavabo, etc...) au niveau de chaque section en prenant le soin de laisser les autres toilettes ouvertes et accessibles pendant le nettoyage.

#### • Vidange des fosses septiques

Toutes les fosses septiques du site doivent être vidées régulièrement. La fréquence minimale est de deux fois par an. Mais en cas de nécessité, l'USAID peut demander un service d'urgence pour la vidange des fosses.

#### • Collecte des déchets

Les déchets seront collectés deux fois par semaine et en cas de nécessité. Toutefois, les poubelles de chaque bureau doivent être vidées quotidiennement au cours de l'entretien en matinée et à la fin de chaque journée.

## • **Jardinage**

Assurer le nettoyage quotidien des zones de jardinage à l'intérieur et à l'extérieur du bâtiment de l'USAID, tondre la pelouse, cisailer les fleurs et fournir tout élément nécessaire au jardinage (engrais, tuyau d'arrosage, etc...) sans coût supplémentaire pour l'USAID. Le jardinier doit proposer des idées innovatrices pour améliorer la façade extérieure et intérieure du bâtiment, y compris les balcons.

## **PARTIE III - AUTRES INFORMATIONS**

### **SÉCURITÉ**

Le prestataire doit strictement se conformer aux règles et règlements de sécurité imposés par le gouvernement américain. L'accès au site sera restreint au personnel et aux véhicules ayant une autorisation en bonne et due forme. Tout matériel devant être retiré de l'USAID doit faire l'objet d'une autorisation de sortie de matériel. Les permis d'accès, les passes de sécurité et les passes de véhicules délivrés par l'USAID ne doivent ni être modifiés, ni contrefaits, ni copiés ou être utilisés par des individus autre que ceux pour qui ils ont été émis.

Les articles prohibés, tels que les drogues illégales, explosifs ou matériel pornographique, ne sont autorisés sur le site en aucune circonstance.

Les violations de sécurité, comprenant, entre autres, l'excès de vitesse, l'utilisation frauduleuse de cartes d'identité, le tabagisme, la consommation d'alcool et de drogues, etc..., entraînent une action de sécurité immédiate dont l'expulsion du site.

Le prestataire doit s'assurer que ses employés devant être permanents sur le Site, reçoivent une autorisation d'accès permanent émise par l'Ambassade des Etats-Unis pour la durée du contrat. Des laissez-passer mensuels temporaires ou journaliers doivent être obtenus pour le personnel déployé sporadiquement. Une pièce d'identité valable est un prérequis pour la délivrance de laissez-passer de sécurité.

### **Installations sur place**

L'USAID fournira un bureau pour le personnel-clé. Le prestataire devra fournir l'équipement et les matériaux nécessaires à la mise en œuvre réussie de ce contrat.

### **POLITIQUES ET PROCÉDURES**

Le prestataire fournira des manuels de procédures de fonctionnement sur le Site. Il mettra à la disposition de l'Assistant aux services généraux, les manuels détaillant les procédures relatives à l'interface avec le personnel de l'USAID et précisant ses responsabilités envers l'USAID. Toutes ces informations doivent être conformes aux normes et procédures en vigueur de l'USAID. Des

exemplaires du manuel doivent être tenus à la disposition des employés du prestataire et gardés dans un endroit facilement identifiable sur le Site et mis à jour, éventuellement.

## **PERSONNEL**

### **ACCEPTATION DU PERSONNEL**

Le prestataire soumet les qualifications du personnel proposé ainsi que leurs heures de travail. Toutes les propositions du personnel devront passer par une attestation de sécurité telle que définie par les règles de sécurité du gouvernement américain avant d'obtenir l'autorisation d'accéder à l'USAID. A tout moment, le personnel peut se voir refuser l'accès s'il ne suit pas les règles et règlements convenus avec l'USAID.

#### **Personnel sur le site**

Le prestataire a la responsabilité de la gestion du contrat pour l'atteinte des résultats. Il est de la responsabilité du prestataire de suggérer le niveau de l'effectif, les qualifications et de sous-traiter avec des professionnels qualifiés et négocier directement leur rémunération. Le prestataire fournira une liste de tout le personnel avec leur contact téléphonique. En cas d'absence d'un membre du personnel à temps plein, le prestataire devra s'assurer de son remplacement. Le personnel doit se conformer aux politiques de sécurité et de comportement éthique du gouvernement américain. L'USAID se réserve le droit de demander le remplacement d'un quelconque membre du personnel si cela s'avère nécessaire.

### **EQUIPEMENTS ET MATÉRIELS FOURNIS PAR LE PRESTATAIRE**

Le prestataire fournira tous les équipements, l'outillage, les matériaux et les fournitures (exemples: aspirateur, désodorisants, savon pour les mains, balais, produits désinfectants, brosses, éponges, balais, seaux, etc...) pour l'exécution du contrat. Tout ce matériel doit être clairement identifié comme étant la propriété du prestataire. Une liste du matériel fourni par le prestataire doit être conservée auprès de l'Assistant des services généraux. Le prestataire sera responsable de tous les équipements d'entretien et de leur remplacement sans coût supplémentaire pour l'USAID.

### **AUTRES CONSIDERATIONS ET ATTENTES**

Toutes les activités et le personnel mis à la disposition de l'USAID par le prestataire doivent se conformer aux exigences de santé et de sécurité.

1. Maintenir un personnel adéquat pour un fonctionnement efficace. À l'embauche, ce personnel est soumis aux règles et règlements du Gouvernement des États-Unis pendant qu'il est sur les lieux de travail.
2. La sécurité doit être une priorité dans l'exécution de tous travaux. Un plan de protection individuelle et sa mise en œuvre doivent être pris en considération pour tous les

travailleurs pendant l'exécution des tâches. En outre, la sécurité des autres personnes dans la zone de travail doit être également prise en considération.

3. Les chaussures de sécurité, les lunettes de protection, les respirateurs, les casques et autres équipements de protection doivent être portés pour les travaux présentant des dangers spécifiques. Un parfait entretien des lieux doit être maintenu en tout temps.

## **LIEU ET DUREE DE PERFORMANCE**

Le lieu d'exécution des services est la mission de l'USAID/Bénin située Rue Caporal Bernard Anani, Camp Guézo. La durée du contrat est d'une année avec une option de prorogation d'une année supplémentaire, selon les besoins, le niveau de satisfaction de l'exécution du contrat, assujetti à la disponibilité de fonds et laissé à la discrétion de l'USAID.

## **PARTIE IV - PROPOSITIONS**

### **SOUSSION DES PROPOSITIONS**

Les soumissionnaires doivent soumettre deux propositions : l'une technique et l'autre financière. L'anglais est la langue officielle souhaitée pour les propositions. Une traduction officielle en français peut être soumise. Les propositions techniques et financières doivent être composées de:

1. Une proposition technique (en 3 exemplaires) détaillant le plan de mise en œuvre et d'exécution des tâches contenues dans le cahier des charges : profil de l'entreprise - expérience - description du plan qualité et du système de contrôle des opérations - avantages et annonces de valeur du soumissionnaire – curriculum vitae des personnes ressources devant travailler dans le cadre de l'exécution du contrat y compris les fournisseurs et le personnel-clé, etc... Les propositions seront examinées selon le "Processus de Sélection" ci-dessous.
2. Une proposition financière (en 1 exemplaire) fournissant le détail des frais que le soumissionnaire envisage d'engager dans le cadre du contrat pour l'année 1 (2014-2015).

Le budget soumis doit inclure des informations suffisamment précises pour évaluer et soutenir les coûts proposés.

### **Instructions aux soumissionnaires**

Les propositions doivent être soumises selon le format requis et en respect de toutes les exigences du présent appel d'offres. Les soumissionnaires doivent fournir une documentation répondant à toutes les conditions suivantes:

- Nom et adresse complète de votre structure. Si vous êtes une filiale, fournir le nom et l'adresse de la société mère;

Nom, adresse, e-mail et numéro de téléphone de la personne responsable dans votre structure de la négociation des termes du contrat, et qui a le pouvoir de décision au nom de la société.

- Organigramme de votre entreprise avec le nombre d'employés (au niveau local, national et mondial);
- Informations relatives aux partenaires ou sous-traitants qui collaboreront à cette offre et à l'exécution de la prestation de services.

## **EXIGENCES DE LA PROPOSITION**

### **PROPOSITION DE CONTENU ET STRUCTURE**

Soumettre votre offre en conformité avec les exigences énoncées ci-dessous. Les soumissionnaires doivent utiliser les mêmes rubriques, système et formats spécifiés ci-dessous.

### **RÉSUMÉ**

En un maximum de deux (2) pages, donner un bref aperçu de votre offre, incluant ce qui suit:

- Méthodes spécifiques à utiliser pour effectuer le travail en vue de satisfaire l'USAID.
- Avantages spécifiques de votre entreprise ou de l'équipe pour ce contrat.
- Liste détaillée de toutes les options proposées et/ou écarts par rapport aux exigences des Termes de Référence (TDR).
- Hypothèses ou précisions apportées et méthodologie appliquée lors de la formulation de votre réponse.

### **DEMANDE DE RENSEIGNEMENTS**

Répondre de façon complète, exacte et concise à chacun des éléments ci-dessous :

- Fournir le nom légal de l'entité soumettant la proposition ;
- Indiquez le nombre d'années d'existence de l'entité et le nombre d'années d'expérience dans la prestation de services similaires ;
- Fournir l'adresse du siège social et de l'entité, s'il est différent, responsable de l'exécution quotidienne des services ;
- Fournir une liste des clients et des sociétés pour lesquelles vous ou votre équipe assurez actuellement des services. Indiquez le nombre d'années pendant lesquelles votre entreprise a fourni de tels services à ces clients;
- Parmi ceux identifiés dans la réponse à la question ci-dessus, fournir une liste de trois (3) références pour une prestation similaire. Inclure le nom du client, la personne contact, sa fonction, son numéro de téléphone et son adresse. De ces trois, identifier une (1) dont le site pourrait être visité afin d'avoir l'appréciation du client quant aux capacités de votre entreprise.
- Décrire l'approche de votre entreprise pour ce contrat.
- Donner un bref aperçu du plan d'affaires de votre entreprise, des capacités pour l'exécution de cet appel d'offres en mettant en exergue tous les points cités plus haut.

- Donner les détails sur les capacités de votre entreprise, la technologie ou les modes opératoires de votre entreprise qui seraient un avantage certain pour l'USAID.
- Dressez la liste des sociétés affiliées ou partenaires avec laquelle votre entreprise a l'intention de collaborer dans le cadre de l'exécution de ce contrat. Décrire la nature de cette collaboration et la stratégie de coordination et d'interaction avec la société affiliée ou partenaire.
- Fournir une liste des accréditations individuelles ou d'entreprise, certifications et adhésions pertinentes pour ce contrat.
- Décrire le programme d'assurance qualité que votre entreprise pourrait utiliser. Joindre copie de toutes les certifications associées au programme qualité.
- Identifier la personne-contact de ce contrat.
- Expliquez la gestion du service, la résolution des plaintes, la recherche de la satisfaction du client et des mesures pour remédier aux éventuelles lacunes.
- Expliquez le processus et votre politique concernant le personnel.
- Expliquez comment votre entreprise pourvoit un poste en cas de vacation, d'absence ou de congé maladie d'un agent d'entretien.

### **Plan d'exécution**

La proposition doit inclure une description détaillée du plan de votre entreprise pour exécuter les services mentionnés dans le présent cahier de charges. Ce plan d'exécution doit expliquer comment votre entreprise a l'intention de mettre en œuvre les services particuliers. Le plan devrait identifier les services qui seront effectués par un personnel sur place et ceux effectués par des sous-traitants, le cas échéant.

Le personnel de votre structure déployé sur le Site doit être entièrement listé. Le plan du personnel doit identifier toutes les positions et le nombre de personnes. Il doit comprendre les éléments suivants:

- les titres ou les descriptions fonctionnelles de chaque poste ;
- l'organigramme indiquant les personnes qui travailleront sur le Site et le nom des superviseurs ;
- la description complète de l'organisation proposée du personnel sur place et hors Site en appui à ce service. Inclure les positions, la description des postes et le mode d'interaction.

### **Documents requis**

Le plan d'exécution doit inclure une description détaillée de la façon dont votre entreprise ou votre équipe a l'intention d'exécuter le contrat. Décrire la technologie et toutes méthodes innovatrices que votre entreprise utiliserait.

Documents à fournir :

- Plan de travail ;
- Fiche de contrôle et de suivi pour les services d'entretien ménagers;
- Tableau du plan de contrôle qualité.

## **PARTIE V - PROCESSUS DE SÉLECTION**

### **1. Critères d'évaluation technique :**

#### **Fonctionnement de l'entreprise, expérience générale et références 30%**

Le soumissionnaire doit avoir exécuté des services similaires pour une entreprise pour un minimum de trois (3) ans ou plus. Le soumissionnaire doit également avoir un dossier satisfaisant de services fournis à des clients locaux, vérifiable grâce aux références, comparable en nature et correspondant au présent cahier des charges.

#### **Planning d'entretien 20%**

Le soumissionnaire doit fournir une copie du plan de nettoyage proposé.

#### **Personnel 25%**

Le cabinet doit avoir un personnel qualifié composés de quatre (4) agents capables de répondre aux besoins de services d'entretien et de jardinage.

#### **Visite de sites 10%**

L'USAID effectuera une visite de site pour vérifier les installations et l'équipement de l'entreprise afin de juger de la capacité du soumissionnaire à exécuter le contrat dans le cadre du présent appel d'offres.

#### **Rendement passé et approches innovatrices 15%**

Cette rubrique comprend toutes autres informations que l'USAID/Bénin jugera pertinentes dans le cadre de l'évaluation de la proposition du soumissionnaire. Des approches innovatrices pour accroître l'efficacité et l'efficacité des opérations seront également prises en compte, tout comme la crédibilité et l'engagement du soumissionnaire à satisfaire au présent appel d'offres et sa capacité à travailler en harmonie et en bonne collaboration avec ses clients.

### **2. Évaluation des coûts:**

L'USAID évaluera les propositions financières sur la base du réalisme des coûts et des mesures de compression des coûts présentés.