



**USAID**  
FROM THE AMERICAN PEOPLE

**SENEGAL**

**ISSUANCE DATE** : **January 06, 2014**

**QUESTIONS SUBMISSION DUE DATE** : **January 13, 2014**

**RESPONSES TO QUESTIONS/  
RFP AMENDMENT** : **January 15, 2014**

**PROPOSAL SUBMISSION CLOSING DATE** : **January 21, 2014**

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**SUBJECT:** USAID/Senegal Request for Proposals (RFP) for Acquisition of Training/Facilitation Services by local Technical Experts and Advisors

**REFERENCE:** Solicitation No. **SOL-685-14-000006**

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USAID/Senegal is considering issuing a local Blanket Purchase Agreement (BPA) under the referenced solicitation in accordance with Federal Acquisition Regulation (FAR) subpart 13.303, "Simplified Acquisition procedures: Blanket Purchase Agreement." More than one firm/expert may be contemplated for this RFP.

Enclosed is a statement of work for a proposed three (3) year BPA for the acquisition of training and facilitation Services by qualified trainers and facilitators with proven experience in leadership, team building, strategic planning and event organization. This project intends to provide training and facilitation services to support the Mission in developing training materials, teaching and facilitating group activities during training and to carry out capacity building for USAID/Senegal staff.

Review Section I "Submission Instructions" for Preparation of Technical and cost proposal of the attached RFP for submission requirements and instructions.

Please provide this office with a technical proposal and cost proposal for accomplishing the work requested in the statement of work.

All questions and requests for clarification must be received by **January 13, 2014** no later than 17:00 hours (05:00 PM) Dakar, Senegal local time and should be sent electronically to Marie Helene Ndiaye at [mandiaye@usaid.gov](mailto:mandiaye@usaid.gov) with a copy to Same Carter at [sacarter@usaid.gov](mailto:sacarter@usaid.gov). **Offerors must not submit questions to any other USAID staff, including the technical office.**

Please submit proposals and all required information electronically to Marie Helene Ndiaye at [mandiaye@usaid.gov](mailto:mandiaye@usaid.gov) with a copy to Sam Carter at [sacarter@usaid.gov](mailto:sacarter@usaid.gov) by **January 21, 2014** no later than 17:00 hours (05:00 PM) Dakar, Senegal local time. All submitted questions and corresponding responses will be posted as amendment on the USAID/Senegal website: <http://www.senegal.usaid.gov/> on **January 15, 2014**. If substantive questions affect the requirement, or if changes are made to the closing date, closing time or any other aspect of the RFP, this RFP will be amended. Offerors are encouraged to check the USAID/Senegal website periodically for any such postings.

The U.S. Government intends to issue a BPA, with orders not to exceed \$150,000 the simplified acquisition threshold. The period of performance to accomplish all work requirements under this BPA shall not exceed Three (3) years. The proposals shall include the following:

1. Your technical proposal describing your proposed approach to accomplish the work requirements including the status of your Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration.
2. Your cost proposal for the requested services. You must include a detailed narrative explanation of the basis of estimate for each proposed item. This explanation must identify the factors upon which the proposed costs were derived and show the arithmetic in reaching the cost figure. The information provided shall be sufficient so that a determination of its allocability, allowability and reasonableness can be made by the Contracting Officer.

The offeror must submit the proposal via internet e-mail with up to five (5) attachments (2MB limit) per e-mail compatible with the format specified in the submission instructions. There has been a problem with the receipt of \*.zip files due to anti-virus software. Therefore, this format is discouraged as we cannot guarantee their acceptance by the internet server. Offeror is strongly encouraged to review FAR Subpart 13.303.

**In accordance with the U.S Federal rules, all firms or individuals doing business with the U.S. Government must have a DUNS number and must be registered in the SAM. USAID/Senegal will only contract with individuals or firms with a valid DUNS number. To assist you in your registration, USAID/Senegal is providing you with guidance in Section XIV of this request.**

Any questions concerning this RFP should be addressed to Marie Helene Ndiaye at [mandiaye@usaid.gov](mailto:mandiaye@usaid.gov) with a copy to Sam Carter at [sacarter@usaid.gov](mailto:sacarter@usaid.gov)

I wish to emphasize that this letter does not obligate USAID to execute an order nor does it commit USAID to pay any cost incurred in the preparation and submission of the foregoing.

*NOTE: USAID is encouraging interested firms/consultants to participate in this call for proposals. This RFP will be advertised within USAID/Senegal website.*

Sincerely,

A handwritten signature in black ink that reads "Samuel Carter". The signature is written in a cursive style with a large initial "S" and a distinct "C".

**Sam Carter**  
**Regional Executive Officer**  
**USAID/Senegal**

## **I. SUBMISSION INSTRUCTIONS**

### **1.1 – Preparation and Submission Guidelines**

All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the proposal format.

Proposals must be submitted no later than the date and time indicated in the cover letter of this RFP. Proposals that are received late or incomplete run the risk of not being considered in the review process. Late submission will be considered for award only if the CO determines it is in the USG's interest.

Proposals are to be submitted electronically via e-mail attachments formatted in Microsoft Word and Excel. Because of the USAID's system restrictions (i.e. it routinely deletes and removes zip files), bidders are requested to avoid sending zipped files and to not use a "zip" extension as part of the file name.

Proposals shall be submitted as two separate volumes: (a) Technical *and* (b) Cost proposals.

Proposals should be prepared according to the format and in the order set forth in "Technical format" and "Cost format." Offerors should retain for their records one copy of the proposals and all enclosures, which accompany their proposal. To facilitate the competitive review of the proposals, USAID will consider only proposals conforming to the format prescribed below.

Any prospective offerors desiring an explanation or interpretation of this RFP must require it in writing in the form of questions by the due date indicated in the cover letter of this RFP to the e-mail addresses set forth in the RFP cover letter. Any information (i.e., questions, answers, etc.) given to a prospective contractor concerning this RFP will be furnished to all other prospective contractors as a written/published amendment to this RFP; non-written data or instructions given before award is not binding.

Following are the procedures for submission of proposals by e-mail:

- a. Before sending documents to USAID as e-mail attachments, they must be converted into Microsoft Word 2003 (for narrative text), Excel (for tables).
- b. If a proposal is sent by multiple e-mails, the subject line of the e-mail must indicate whether the e-mail relates to the technical or cost and the desired sequence of multiple e-mails (if more than one is sent) and sequence of attachments (e.g. Organization X cost, part X of X, etc.).
- c. Questions, proposals and modifications thereof shall be submitted with the name and address of the offeror and the RFP number (referenced in the cover letter and

above), inscribed thereon, via e-mail Marie Helene Ndiaye at [mandiaye@usaid.gov](mailto:mandiaye@usaid.gov) with a copy to Sam Carter at [sacarter@usaid.gov](mailto:sacarter@usaid.gov). Offerors are expected to review, understand and comply with all aspects of this RFP. Failure to do so will be at the offeror's risk.

Unnecessary elaborate proposals that include brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP are not desired and maybe construed as an indication of the offeror's lack of consciousness.

It is the offeror's responsibility to confirm that the USAID/Senegal Mission has received the proposal- both technical and cost.

### **1.2 – General Technical Format**

The technical part should be specific, complete and presented concisely. It should demonstrate the offeror's capabilities and expertise with respect to achieving the goals acquisition of Mission support services by local technical experts and advisors and should take into account the selection criteria defined in that RFP.

The technical part should not be more than fifteen (15) pages exclusive of cover page, table of contents and annexes as described below.

The cover page should reflect the title, **RFP No. SOL-685-14-000006, to acquire Training/Facilitation Services by Technical Experts and Advisors**. In addition, the cover page should include information about the contact person, including this individual's name (both typed and his or her signature) title or position with the organization/institution, address, telephone and email address. Also state whether the contact person has the authority to bind the organization and if not, also provide the individual's information that has the suggested authority.

The technical proposal should include all resumes, Contractor Employee Biographical Data sheets, competencies of the identified.

### **1.3 – Cost Format**

The cost format is to be submitted under separate cover from the technical format with the budget presented in Microsoft Excel format so that calculations are clear and evident in the cells. Certain documents are required to be submitted by an offeror in order for a Contracting Officer to make a responsibility determination. Nevertheless, it is not USAID's policy to unduly burden offerors with reporting requirements if that information is readily available through other sources.

While there is no page limit for this portion, offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

- ✓ A budget with an accompanying budget narrative which provides in detail the total costs for the evaluation your organization is proposing.
- ✓ The breakdown of all costs associated to the work to be done

The offeror must provide the cost element details for salary and wages, travel and transportation, other direct and indirect costs.

## **II. STATEMENT OF WORK (SOW)**

### **2.1 – Purpose**

The USAID/Senegal is considering issuing a local Blanket Purchase Agreement (BPA) To acquire training and facilitation Services from qualified trainers and facilitators with proven experience in leadership, team building, strategic planning and event organization. This project intends to provide training and facilitation services to support the Mission in developing training materials, teaching and facilitating group activities during training and to carry out capacity building for USAID/Senegal staff.

### **2.2 – Background**

In support of USAID Forward, USAID/Senegal volunteered to be among the first Missions in the world to form an internal Local Capacity Development (LCD) Team. Covering several countries in the West Africa region, the LCD Team's goal is to increase USAID's use of host-country systems and local organizations. In 2011, contributions to host government institutions, local NGOs, and private companies represented approximately 10 percent USAID/Senegal's total budget. USAID will increase its allocation to 30 percent (in support of the Agency's global goal) by FY 2015 by building the institutional capacity of organizations, as well as simplifying and streamlining internal processes so that they are less burdensome, cost effective, and sustainable to local implementing partners.

The LCD team in Senegal has been working since its inception in 2011 to identify and support local NGOs, firms, and the Senegalese government to partner with USAID/Senegal in implementing its projects in Health, Economic Growth, Education, and Democracy and Governance. In order to provide Capacity Building to local organizations and government, the team surveyed all staff to self-identify areas of expertise. One of the results of the survey was that although USAID/Senegal has very gifted and qualified employees, many people do not know how to share their skill sets with others. In order to provide better technical and capacity assistance to partners, USAID/Senegal will hold a LCD training on December 2-6, 2013 which will incorporate long-term vision and strategy for institutionalizing LCD in the mission as well as incorporating skills building training to better enable USAID employees to share their skills with local partners and governments.

To achieve this goal, USAID/Senegal is considering issuing a local Blanket Purchase Agreement (BPA) to acquire training and facilitation Services from qualified trainers and facilitators with proven experience in leadership, team building, capacity building, strategic planning and event organization.

The proposed BPA is expected to be managed by a Contracting Officer's Representative (COR), with guidance and input from USAID/Senegal's LCD Team to facilitate future

work orders from multiple offices (i.e., Program, Health, Economic Growth, General Development Office, etc.).

## **2.4 – Statement of Work (SOW)**

### **MAJOR DUTIES AND RESPONSIBILITIES OF THE TRAINER/FACILITATOR**

The trainer/facilitator will plan and conduct training in leadership, team building, capacity building, strategic planning and event organization. Tasks will include:

Task 1: Assist the Mission with developing curriculum on skills building, leadership, team building, capacity building, and strategic planning;

Task 2: Lead/facilitate training and skills building workshops developed under Task1 and facilitate Team/Office retreats under the direction of Team/Office leader;

Task 3: Conduct follow up activities such as one-on-one coaching, mentoring, and skill-building as needed and make recommendations for future training as needed.

### **MINIMUM QUALIFICATIONS**

#### **Education and Experience**

- University Degree (Master) in leadership, management, or capacity building
- Proven experience in in leadership, team building, capacity building, strategic planning and event organization training (At least 3 years).

## **III. CONTRACT TYPE AND SERVICES**

The contract anticipated from this solicitation is a Blanket Purchase Agreement (BPA) utilizing individual delivery orders to provide technical services. Delivery orders issued under this award will be Firm Fixed Price (FFP). The contractor must perform the services set forth in task orders at prices consistent with the simplified acquisition threshold (i.e. \$150,000 maximum).

## **IV. TERM AND OPTION OF BPA**

The initial BPA is for a period of three (3) years.

## **V. MAXIMUM ORDERING AMOUNT**

The maximum ordering amount per delivery order is \$15,000.

## **VI. INDIVIDUALS AUTHORIZED TO PURCHASE**

The EXO representing USAID/Senegal is the only individual authorized to place orders under this BPA.

## **VII. CONTRACTING OFFICER REPRESENTATIVE (COR)**

The COR will be designated by the EXO and authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the BPA award and under each delivery order, and by the CO. This authority shall extend to the following: assisting with negotiating/ordering, inspection, acceptance or rejection of work.

This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the CO, or to bind the USG by contract in terms of a proposed contract change.

- BPA COR to be specified after signature of the award
- Delivery order COR to be specified after signature of each delivery order.

## VIII. DELIVERY ORDERS

- a. Order management requirements: Delivery of services shall be implemented only if directed by a Request for quotation.
- b. Order procedures: each RFQ will contain a SOW describing the program to be supported, a description of the task, the deliverables, an anticipated starting and completion date and the name of the COR.

The BPA holder will respond to the SOW with a Performance Work Statement including: a technical and cost proposal. The technical proposal will include a proposed technical solution, all necessary qualified personnel, management staff and materials. The cost proposal will generally include the proposed level of effort (work days/person), travel and per diem, other direct cost, subcontract cost, indirect cost (if applicable), etc....The BPA holder shall respond in no more than 5 working days from the issuance of the RFQ.

Note: the basic purpose of the cost proposal are to illustrate how the total cost of each delivery order was determined and basic cost realism; however, payment is made on basis of completion of individual end products.

The EXO will issue a FFP delivery order upon completion of negotiations of contractor proposals.

- c. Invoices. The BPA holder will prepare and submit invoices to USAID. All invoices submitted for payment shall clearly identify:
  - Delivery order number
  - Period of performance
  - Amount due

The BPA holder will submit one proper invoice, on a SF-1034 to USAID/Senegal, Office of Financial Management and one copy to the COR. Invoices can be submitted either electronically or in paper copy; however electronic submission is preferred. The Office of Financial Management will proceed to payment of each order upon receipt of the invoice approved by the COR and accompanied by a receiving report.

**NOTE:** since the USAID/USG prompt payment act involves about one month for payment after submission of invoice, (i.e. normally, no more or less than 30 days for payment), short duration assignments might only have one payment.

Under no circumstances will any invoice exceed the dollar amount (ceiling price) for any funded delivery order.

- d. **Inspection and acceptance.** For all services/commodities furnished under any delivery order, USAID will designate a COR as the point of final inspection and acceptance. Deliverables will be submitted in accordance with the terms stated in an individual delivery order.
- e. **Closeout procedures:** to facilitate closeout of individual delivery orders placed under this BPA within thirty (30 days) of completion of any individual delivery order, the BPA holder shall present the final invoice to OFM and a copy to the Contracting Officer.

## **IX. AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for this BPA is 937.

## **X. BPA EVALUATION – INSTRUCTION TO OFFERORS**

Below is guidance to all offerors as they form their proposals. It is instruction to complement and explain the evaluation criteria in the next section.

Offerors must provide CVs (up to 3 pages) for each staff member available to perform the required tasks.

As a minimum, selected consultant/ firm/ team shall provide training and facilitation services in leadership, team building, capacity building, strategic planning and event organization.

## **XI. EVALUATION FACTORS FOR AWARD**

Technical, cost and other factors will be evaluated relative to each other, as described herein:

- a. **The technical proposal should comprehensively reflect the requirements set-forth in the scope of work and thoroughly describe the offeror's best methods, approaches and staffing.**

Cost proposal is not assigned a numerical weight. However, cost proposal will be reviewed related to the cost control plan. The cost control plan will guide/illustrate how financial management and control will contribute to work/cost efficiency and enhancement of the award.

Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the offeror with the highest

technical evaluation score. Under this procurement technical factors, when combined, are equal to cost/price in deciding who might best perform the work. Therefore, after the final evaluation of proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government.

- b. The criteria below are presented by major category so that offerors know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

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

The following evaluation criteria will be used to evaluate and rank proposals received under this solicitation:

**a) Technical Merit of the Proposal: 20 points**

This evaluation segment focuses on the offeror's overall plan to accomplish the tasks listed in the SOW. The technical proposal shows clearly the capacity of the local firm to support the Mission, by providing training, facilitation and advisory services to the technical and support offices.

## **XII. CONTRACT CLAUSES**

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> <http://www.usaid.gov>

### **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.

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

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

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER TITLE DATE

I.FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.202-1 - DEFINITIONS.

(JAN 2012)

52.203-5 - COVENANT AGAINST CONTINGENT FEES.

(APR 1984)

52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 - ANTI-KICKBACK PROCEDURES.

(OCT 2010)

52.216-24 - LIMITATION OF GOVERNMENT LIABILITY.

(APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ] dollars.

(End of clause)

52.216.25 CONTRACT DFINITIZATION

(OCT 2010)

a) A Firm Fixed Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a *fixed-price* proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is [*insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data*]:

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(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.222-17 - NON DISPLACEMENT OF QUALIFIED WORKERS

(JAN 2013)

52.222-50 - COMBATING TRAFFICKING IN PERSONS.

(FEB

2009)

52.223-14 RESERVED.

52.223-18 - ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.

(AUG 2011)

52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.

(JUN

2008)

52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN

**SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION.**

(DEC 2012)

**52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS.**

(MAR 2009)

**52.232-1 - PAYMENTS.**

(APR 1984)

**52.232.39 - UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS**

(JUNE 2013)

**52.233-3 - PROTEST AFTER AWARD.**

(AUG 1996)

**52.233-4 - APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.**

(OCT 2004)

**52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS.**

(JULY 2013)

**II. A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES**

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES		MAR 1993
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	
752.7027	PERSONNEL	DEC 1990	
752.7029	POST PRIVILEGES	JUL 1993	
752.7033	PHYSICAL FITNESS	JUL 1997	

**III. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FULL TEXT CLAUSES**

**III.1 REPORTING OF FOREIGN TAXES**

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and e-mail. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" include USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: Office of Financial Management

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

### **III.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)**

(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 (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 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) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).

(vii) 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 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (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 (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (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.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (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.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (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.)

(xi) 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 (JAN 2005) (Applies to contracts over \$25,000).

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

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

(iv) 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://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 reperformance 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.

### III.3 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):

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