

A - Solicitation Form

SF 1449

[END OF SECTION A]

B - Supplies or Services/Prices

B.1 PURPOSE

The purpose of this solicitation is to set up a Blanket Purchase Agreement (BPA) as described in Section C – Description/specification.

B.2 CONTRACT TYPE AND SERVICES

This BPA does not obligate any funds. A BPA is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. The anticipated Total BPA ceiling for one base year plus 4 option years (renewable at the Contracting Officer's discretion) is \$1,000,000.

The Call Order type will be Firm Fixed-Price. Individual orders shall not exceed the simplified acquisition threshold of \$250,000.

[END OF SECTION B]

C - Description/Specification

C.1 ACTIVITY TITLE

Localization BPA for locally based firms to provide the following services in Senegal and the Sahel Region: Capacity building - Facilitation - Outreach Support

C.2 BACKGROUND

Sustainable development depends on local actors leading efforts to improve their communities and working inclusively and collectively to see those efforts through. For this reason, local capacity strengthening is and has been a foundational component of USAID programming. Partnering with local actors to strengthen their capacities is one of the most effective ways to advance sustainable development. Effective local capacity strengthening can propel inclusive economic growth; advance improvements in essential health, food and nutrition, and education services and systems; and cultivate democratic governance.

On November 4, 2021, Administrator Samantha Power delivered a New Vision for Global Development at Georgetown University. In her remarks, Admin. Power called for aid to be more accessible, equitable, and responsive. She then committed to providing a quarter of all USAID funding to local partners within the next four years. While the 25 percent figure captured the spotlight, Administrator Power went a step further to affirm that by the end of the decade, 50 percent of Agency programming will place local communities in the lead to co-design projects, set priorities, drive implementation, and/or evaluate program impact. To implement its localization agenda, USAID/Senegal is undertaking several initiatives to both increase the amount of funding provided directly to local organizations and increase locally led development. These initiatives include (1) increasing direct funding to local organizations (2) increasing visibility and communications with local organizations and (3) focusing on capacity building for local

organizations on a wide range of topics including financial management systems, monitoring and evaluation, operational management, fundraising/grant writing, and strategic planning.

For additional information on USAID/Senegal's strategy and programming please see the Country Development Cooperation Strategy (CDCS) and USAID/Senegal website. This Blanket Purchase Agreement (BPA) will expand USAID/Senegal's localization capacities, complementing existing services already in place. The BPA will include providing capacity strengthening to local organizations and support services for USAID to implement localization. Specifically, these services include capacity building for local organizations, facilitation, translation, and outreach support.

C.3 STATEMENT OF WORK

The proposed mechanism for this BPA is through firms based in Senegal with capacity to provide services in Senegal and other countries in the region supported by USAID/Senegal as well as expertise in the services outlined in this SOW. The BPA will last for 1 year (renewable if needed) from the date of the award, anticipated to be made in or about September 2024.

Each BPA call order should not exceed \$250,000. Each BPA Call Order will have a specific Scope of Work (SOW) that takes into account many factors and will be adapted to the specific situation. For each BPA Call Order the firm is responsible for performing the work needed to provide a professional opinion on all issues requested by USAID, documenting their findings in a professional manner and recommending the necessary actions to resolve those findings and recommendations. These requirements should be reviewed carefully before commencing work because USAID will be relying on the firm to comply with local government requirements and with local and U.S. professional standards.

You will find below statements of work with additional information on the various services to be provided under this BPA including:

- **Capacity building**
- **Facilitation**
- **Outreach Support**

C.3.1 Capacity Building

Objective

USAID is seeking capacity building services for local organizations to support existing USAID partners and/or build a cadre of local organizations prepared to work with USAID. Anticipated types of capacity building services include:

- Organizational Operations and Management
- USAID Specific Capacity Building

For the purposes of this BPA the definition of local organization is as it is defined in USAID Automated Directives System (ADS) 303.6. A local organization (1) is legally organized under the laws of; (2) has as its principal place of business or operations in; (3) is majority owned by individuals who are citizens or lawful permanent residents of; and (4) managed by a governing body the majority of who are citizens or lawful permanent residents of a country receiving assistance. This includes a wide variety of organizations including, non-governmental organizations, private sector, civil society or other type of entity that meets the above definition.

Capacity building services may include:

Organizational Operations and Management

This category includes building capacity for a wide range of operational activities that are critical to the management of an organization and implementation of projects.

These capacity building services do not need to be specific to managing a USAID award, but rather are designed to support the capacity building of an organization in general. This improved capacity can support the organization's capacity to work with local and international actors and to secure future funding and work with USAID and

other donors. Potential areas of capacity building services include:

- Financial management: The service provider will build financial management capacity in areas identified in a BPA call order. These may include but are not limited to, budgeting, accounting systems, internal controls, financial records and filings, financial statements and reporting, and audits.
- Human resources: Build capacity of an organization to build and implement an effective human resources system, which may include staffing and job descriptions, recruitment and retention, personnel policies, staff time management and payroll and staff supervision.
- Organizational management: Management of an organization requires sufficient planning and organizational growth. The service provider may provide capacity building services in strategic planning, work planning, communications, and new business development or other organizational management areas.
- Administration and procurement: Strong policies, procedures, and systems are components of organizational capacity. Capacity building may include operating policies and procedures, information technology, procurement procedures, and other administrative areas.
- Leadership and governance: Build organizational capacity around governance and leadership including, but not limited to, mission and vision statements, organizational structure, and board composition and responsibilities.
- Program management: Managing programs requires project management and soft skills. Capacity building in this area could include sub-award management, technical reporting, stakeholder engagement and involvement, networking, and soft skills to navigate in challenging situations.
- Performance management: Program implementation requires a strong performance management system to monitor implementation, progress towards objectives, and quality. The service provider will provide capacity building in performance management, including but not limited to, monitoring and quality assurance, evaluation, field support operations and oversight, and

project performance.

- Fundraising/Grant Writing: Drawing from sector best practices and/or working with established practitioners, provide training in fundraising prospecting, prioritization, cultivation, communication, and other core skills including effective grant writing.

USAID Specific Capacity Building for Compliance

USAID envisions a need to provide capacity building services to local organizations, particularly new implementing partners, on how to work with USAID, including adherence to USAID requirements and implementing program management best practices. This type of capacity building can occur at any point in the lifecycle of a USAID activity, but will likely be most needed during the initial start up period and early year(s) of implementation of the award. The service providers for this type of capacity building must have demonstrated previous experience working with USAID and of USAID policies and procedures. The key areas of expected USAID specific capacity building include:

- Financial management: Implementing an USAID award requires financial management and reporting on the program implementation. The service provider would provide capacity building to partners on budget management and reporting.
- Communications requirements, including branding and marking: The service provider would support partners to ensure that they are adhering to the branding and marking requirements outlined in their awards and to improve their general capacity around communications.
- Monitoring, evaluation and learning (MEL): Build the capacity of partners to develop and manage a MEL system, including internal evaluations and meeting the performance reporting requirements for USAID. This may include but is not limited to the development of activity monitoring, evaluation, and learning plans (AMELP), utilization of USAID performance reporting systems, implementation of surveys and internal evaluations, and data utilization for adaptive management.
- Reporting requirements: USAID awards come with reporting requirements,

such as performance reporting, quarterly narrative reports, and entries into USAID's Development Information System (DIS). The service provider would build the capacity of partners to meet these requirements.

- Organizational Fraud and Misconduct: USAID has policies and procedures regarding fraud and misconduct. The service provider would build organizational capacity to deal with fraud and misconduct, including both programmatic and financial.
- Support to full application submission: Capacity building may be required in the pre-award phase to support new local partners (apparently successful applicants) to submit full applications to USAID, which is one of the final steps before an award is signed. These documents are complex and require both technical and cost applications. The service provider would support apparently successful applicants in the completion of the components of a full application, which may include cost applications, program descriptions, required analyses, and draft AMELPs.
- Targeted support during award start up and close out periods: Critical periods for capacity building for local organizations partnering with USAID will be the start up period at the beginning of an award and the close out process at the end of the period of performance of an award. During the startup period, a new implementing partner will be working to stand up the activity, including development of key deliverables such as a work plan and AMELP. During the close out period, the implementing partner will be finalizing technical, administrative and financial reconciliations and reporting. The service provider would provide mentorship to the new partner during these stages.

Procedures

USAID anticipates that capacity building needs will be varied depending on the local organization, technical sector, or type of organization. Each BPA call order will provide the specific details of the capacity building to be carried out by the service provider. Requests may be for a single targeted service, such as capacity building related to adhering to USAID branding and marking requirements, or requests may

include a longer term, comprehensive coaching and mentoring capacity building program for a local organization. Services may be requested for a single organization or for a cohort of organizations.

Needs may be pre-identified by USAID through an organizational capacity assessment (OCA), Non-US Organization Pre-Award Survey (NUPAS), or other type of assessment. Alternatively, an OCA may be required as part of the services requested of the service provider in the BPA call order.

The service provider can also solicit input from the benefiting local organization about their capacity needs, share these needs with USAID, and integrate the needs into the capacity building services as agreed upon between the benefiting organization, service provider, and USAID.

Reporting

Within 30 days of the completion of the capacity building services, the service provider must submit a report to USAID that details the work completed and associated results. USAID will review the report and the service provider will have seven days from the receipt of feedback to submit a final version of the report. The report must include the following:

1. Executive Summary
2. Summary of capacity building services provided
3. Results of capacity building to include quantitative measurement of pre and post service capacity of the local organization and qualitative reporting on challenges and successes.
4. Conclusions and recommendations

C.3.2 Facilitation Services

Objective

USAID/Senegal is integrating co-creation into the design and procurement processes for its activities, particularly with new partners and local organizations. USAID defines co-creation as a design approach that brings people together to collectively

produce a mutually valued outcome and that involves a participatory process assuming some degree of shared power and decision-making. Co-creation is one way that USAID/Senegal is fostering locally led development, as an approach that elevates local voices, enhances their power in the process, and supports joint ownership of USAID activities/investments. This approach also helps USAID reduce barriers to entry for new partners, including local organizations. Further information on USAID's approach to co-creation can be found in [this guide](#) and at [this website](#).

Co-creation can take several formats, often including both virtual and in-person workshops. The service provider will provide facilitation and logistics services for co-creation of activities. This may include:

- Development of a facilitation plan: USAID will lead on the development of the objectives and expected outcomes of the co-creation and collaboratively work with the service provider to develop a facilitation plan that will achieve these objectives and outcomes.
- Creation of the co-creation agenda(s): The service provider will create an agenda for the co-creation that reflects the agreed upon facilitation plan and provided objectives.
- Workshop Materials: The service provider will prepare and/or print any required materials for workshops as elaborated in the BPA call order scope of work. Materials may need to be translated from English to French or from English or French to local languages, as applicable.
- Logistics: If meetings are not held at USAID, the service provider will procure a meeting space sufficient for the number of anticipated participants. The meeting space should have air conditioning and necessary audio/visual equipment for meeting facilitators. This should include ensuring coffee breaks, lunch, and water are available to participants throughout the day and all meeting supplies are procured and available. In some instances, this request may also include providing transportation and per diem payments to workshop participants.
- Facilitation: Facilitate the co-creation workshop and ensure notes are

recorded from plenary and small group sessions. This may include interpretation services between French, English, and local languages of Senegal depending on the participants and location of the workshop.

Procedures

Specific information regarding the objectives, participants, proposed timing and location of the co-creation and other details will be provided in the BPA call order. Service providers for facilitation should have demonstrated experience with the planning and facilitation of workshops, including the ability to navigate facilitation in cross-cultural settings. The service provider should have demonstrated experience facilitating workshops in Senegal and familiarity with a variety of facilitation techniques that are appropriate and best practice in both Senegal and the United States.

Reporting

Within 5 days of the completion of the workshop, the service provider must submit a report to USAID that details the work completed and associated results. USAID will review the report and the service provider will have seven days from the receipt of feedback to submit a final version of the report. The report must include the following:

1. Executive Summary
2. Summary of Services Provided
3. Notes from the co-creation
4. Overview of action items that participants agreed to complete after the co-creation
5. Outstanding questions that require follow up post co-creation

C.3.3 Outreach Services

Objective

As part of our localization efforts, USAID/Senegal seeks to engage an increasingly

local and diverse set of local organizations as partners and potential partners. These efforts require outreach in the regions of Senegal where USAID works. In order to increase its capacity to plan and execute outreach throughout Senegal, USAID/Senegal seeks a service provider who can implement outreach through a variety of mediums that could include, but are not limited to:

- Advertisement of funding opportunities through mediums that successfully reach local organizations in Senegal
- Organizing outreach events in rural Senegal, such as fairs of USAID activities and partners to publicize what USAID is doing and meetings with local organizations to share new funding opportunities. As outreach will often be bi-directional, events may also include listening sessions with local stakeholders to gather input and feedback to inform USAID strategies, activity designs, operational adjustments etc. Organization should include but is not limited to:
 - Advertisement and invitation management: This includes conducting outreach and media campaigns to reach local organizations, procuring public displays such as banners, and managing the invitation process.
 - Meeting Logistics: This includes the procurement of a meeting space and any required catering, printing handouts and other materials, procuring any meeting supplies, and providing day of coordination services.
- Conduct scoping visits and landscape assessments in regions of Senegal as needed, including to support the targeting of potential partners for USAID.
- General outreach communications for USAID including innovative uses of social media at USAID and creation of videos to support increased outreach and engagement throughout Senegal.

Procedures

Specific information regarding the outreach services will be provided in the BPA call order. Service providers should have demonstrated experience working in

communications and/or event management in rural Senegal and Dakar. They must be able to work in French, Wolof, and other local languages as required by the location of the outreach services being provided.

Reporting

Within 15 days of the completion of the outreach, the service provider must submit a report to USAID that details the work completed and associated results. USAID will review the report and the service provider will have seven days from the receipt of feedback to submit a final version of the report. The report must include the following:

1. Executive Summary
2. Overview of the work completed
3. Overview of action items and outstanding questions that require follow up
4. Notes from the outreach event (as applicable)
5. Information related to the outreach event and the participants (as applicable)
6. Findings of scoping visit or assessment (as applicable)

[END OF SECTION C]

D - Packaging and Marking

Offerors may consult closely with USAID [ADS320](#), USAID's [Graphic Standards Manual](#), and other resources available via USAID's [Branding page](#) as they prepare their Branding Implementation Plan. ADS 320 applies to all programs, projects, activities, public communications, and commodities funded by USAID under any direct contract or subcontract.

[END OF SECTION D]

E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

**U.S. Agency for International Development (USAID) Embassy of the United States
Dakar, Senegal**

Route des Almadies

B.P. 49

Dakar, SENEGAL

or at any other location where the services are performed and reports, deliverable or outputs are produced and submitted.

Goods will be subject to inspection, approval and acceptance by the COR.

The Contractor will be informed of any rejection or acceptance immediately upon delivery of the services.

Within 15 days of the completion of the outreach, the service provider must submit a report to USAID that details the work completed and associated results. USAID will review the report and the service provider will have seven days from the receipt of feedback to submit a final version of the report. The report must include the following:

1. Executive Summary
2. Overview of the work completed
3. Overview of action items and outstanding questions that require follow up
4. Notes from the outreach event (as applicable)
5. Information related to the outreach event and the participants (as applicable)
6. Findings of scoping visit or assessment (as applicable)

E.2 NOTIFICATION OF DELAY IN DELIVERY SCHEDULE

The Contractor shall notify the Contracting Officer (CO) and Contracting Officer Representative (COR) within one (1) day after receipt of the award, if for some valid reason the cited delivery schedule cannot be met. Additionally, if in the performance of

the contract, the Contractor finds he or she cannot deliver as required, he or she shall promptly notify the Contracting Officer and COR by letter and E-mail, and shall indicate when delivery will be accomplished. Repeated failure to deliver may result in termination for cause of this contract.

[END OF SECTION E]

F - Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE
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DATE

	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.242-15	STOP-WORK ORDER ALTERNATE I
APR 1984	

F.2 PERIOD OF PERFORMANCE

Anticipated ordering period for the BPA is: one (1) year plus four (4) option years from the effective date of the BPA set-up:

Start date: September 02, 2024

End date: September 01, 2025.

After the first year of performance the CO shall conduct an assessment to determine whether the BPA set will be renewed or not. The BPA set-up can be renewed annually at the CO discretion for a maximum of four (4) option years.

F.3 PLACE OF PERFORMANCE

The place of performance for this contract is Senegal and the Sahel region. The contractor will provide the necessary office space and all other logistic support necessary to perform work under this contract.

F.4 KEY PERSONAL

BPA holders under this BPA:

- Must meet USAID’s definition of a local entity:
A local entity means an individual, a corporation, a nonprofit organization, or another body of persons that—is legally organized under the laws of; has as its principal place of business or operations in; is majority owned by individuals who are citizens or lawful permanent residents of; and managed by a governing body the majority of who are citizens or lawful permanent residents of a country receiving assistance from funds appropriated under title III of this Act.
- Have the capacity to provide the capacity building and professional services to local organizations and USAID/Senegal outlined in section C
- A demonstrated experience providing these services in Senegal (both in Dakar and across the other regions of the country) and the Sahel region
- The capacity to work in French, Wolof, and other languages spoken in Senegal and the Sahel region as required
- The capacity to attend meetings and deliver professional reports in English.

Offerors should submit costs for each service outlined below. The anticipated costs are listed in the following tables, although additional costs may be included in subsequent BPA call orders.

Capacity Building		
<i>Staffing</i>		
Senior Level (Masters degree and 15+ years experience)	Daily Rate	
Mid-Level (Masters degree and 7-15 years experience)	Daily Rate	

Junior Level (Bachelors degree and 0-7 years experience)	Daily Rate	
Support Staff (1+ year of experience)	Daily Rate	
<i>Other Direct Costs</i>		
Capacity Building- Large Format In-Person Training		
• Venue & Catering (Dakar)	Per day	
• Venue & Catering (Outside Dakar)	Per day	
• Training Supplies (e.g. flip charts, markers)	Per Training	
• Participant Transport & Per diem (Dakar)	Per day	
• Participant Transport & Per diem (Outside Dakar)	Per day	
• Printing	Per training	
Travel Costs- Capacity Building/Mentoring for Local Orgs Requiring Travel from Dakar to Regions in Senegal		
Hotels (Outside Dakar)	Per day	
Transport Costs- (Dakar-Region)	Per Trip	

Facilitation		
<i>Staffing</i>		
Senior Level (Masters degree and 15+ years experience)	Daily Rate	
Mid-Level	Daily Rate	

(Masters degree and 7-15 years experience)		
Junior Level (Bachelors degree and 0-7 years experience)	Daily Rate	
Support Staff (1+ year of experience)	Daily Rate	
<i>Other Direct Costs</i>		
Workshop Logistics Costs		
• Venue & Catering (Dakar)	Per day	
• Venue & Catering (Outside Dakar)	Per day	
• Workshop Supplies (e.g. flip charts, markers)	Per Workshop	
• Participant Transport & Per diem (Dakar)	Per day	
• Participant Transport & Per diem (Outside Dakar)	Per day	
• Printing	Per workshop	

Outreach Support		
<i>Staffing</i>		
Senior Level (Masters degree and 15+ years experience)	Daily Rate	

Mid-Level (Masters degree and 7-15 years experience)	Daily Rate	
Junior Level (Bachelors degree and 0-7 years experience)	Daily Rate	
Support Staff (1+ year of experience)	Daily Rate	
<i>Other Direct Costs</i>		
Event Logistics Costs		
• Venue & Catering (Dakar)	Per day	

• Venue & Catering (Outside Dakar)	Per day	
• Workshop Supplies (e.g. flip charts, markers)	Per event	
• Participant Transport & Per diem (Dakar)	Per day	
• Printing	Per event	
Outreach Communications Costs		
Outreach Campaign (Radio Spots, Digital and Newspaper Advertisement)	Per outreach (for each media type)	
Branded Materials (e.g. banners, folders)	Per item (for each type)	
Other (as required by call order)		

F.5 INDIVIDUAL BPA CALL ORDERS

After a BPA set-up has been established with one or more offerors, call orders will be placed based on requests received from internal customers.

F5.1 PROCEDURES

USAID will develop a Scope of Work and solicit proposals from one or all of the firms with whom USAID has a BPA.

At a minimum, the BPA holder shall include in the offer

- 1) proposed methodology for the identified deliverables;
 - 2) Delivery dates (s) or period of performance and
 - 3) proposed price in accordance with pricing established in the BPA Call Order.
- Any other specific instructions to be followed will be provided in each Scope of Work.

After evaluating the technical proposal, (if applicable) and cost proposals, USAID will select a firm or firm(s) for the designated BPA Call Order. Once USAID has signed a Call Order, the firm will organize its work, make arrangements with the subject local organization, notify the organization of the documentation they will require and query the organization and USAID for information needed to perform the engagement in an expeditious manner. USAID will appoint a liaison from USAID/Senegal to coordinate with the firm during each engagement. Generally, the BPA will be issued using a performance-based Scope of Work with payment and performance measures in direct support of BPA deliverables.

F5.2 REPORTING

Generally, at the end of the field work the firm shall provide the required deliverables to USAID/Senegal. Deliverables are elaborated in Section C and will be further specified in the Call Order scope of work under the BPA.

F5.3 TEAM COMPOSITION

For each engagement the scope of work will designate the qualifications and requested team composition, skills and other competencies. Team compositions will vary to meet the needs of the task. French fluency is required for the team lead and all other team members. The Team Lead must have acceptable professional fluency in English. The Team Lead and team members must be approved by the USAID/Senegal Mission prior to initiation of any work. f.

F5.4 COMMUNICATION

To avoid delays to the contractor, once a BPA call has been signed and issued, the organization under review and USAID representatives shall have 15 calendar days to respond in writing and/or provide additional information. The need for a meeting with the organization and USAID representatives during design, implementation, or deliverable review is optional and shall be held at USAID's discretion.

F5.5 ORDERING

Only the USAID/Senegal Executive Office is authorized to purchase services under this BPA. The ordering process will be consistent with FAR 13.303.

All deliverables submitted by means of a call order issued under this BPA shall contain the following minimum information:

- Name of supplier;
- BPA number;
- Date of purchase;
- Call order number;
- Itemized list of supplies or services furnished;
- Quantity;
- Unit price, extension of each item, applicable discounts;
- and delivery date.

An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which

payment has not been received. These invoices need not be supported by copies of delivery tickets.

F5.6 ENGAGEMENT WITH USAID

Under the guidance and supervision of USAID/Senegal, the Contractor will provide services and submit all deliverables to the COR, or his/her designee. The Contractor will not speak on behalf of the United States Government or formally represent USAID/Senegal. Upon a signed contract with USAID, the Contractor understands and agrees to the Federal Government Non-Disclosure Statement for Contractors.

BPA Orders and Confirmation: Services will be rendered after the vendor receives a fully signed BPA Call Order from the USAID/EXO/Procurement section. No services will be rendered outside of the contract period of performance. The Service Provider's offer shall include:

- 1) proposed services;
- 2) dates(s) or period of performance; and
- 3) proposed price in accordance with pricing established in the BPA. Any other specific instructions to be followed will be provided in each order.

F5.7 CANCELLATION

No charges will be incurred for ordering cancellations made more than 48 hours (2 business days) prior to the scheduled event start date. No charges will be incurred if ordering cancellations are made because of unforeseeable circumstances reasonably beyond the control of the canceling party. Such causes include, but are not limited to, acts of God; acts, orders, or regulations of governmental authorities; strikes; fire; flood; explosion; acts of war declared or undeclared; acts of terrorism or other violence; disaster; civil disorder; pandemics; or other emergency making it impossible, illegal, or otherwise inadvisable to hold the event.

[END OF SECTION F]

G - Contract Administration Data

G1. SUBMISSION OF INVOICE

After completion of the service, the contractor will submit one proper invoice, on a Standard Form-1034 (Public Voucher) to USAID/Senegal Financial Management office. Invoices can be submitted either electronically or in paper; however electronic submission is preferred.

The Financial Management Office will proceed to payment of the Standard Form 1034 upon receipt of the approval voucher by the COR and proof of acceptance of the service. However, if desired, the contractor will ask for progress payment per deliverable (Activity Manager will confirm that service/deliverable is fully rendered)

Note: Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3909) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

The contractor shall submit to the USAID/Senegal Office of Financial Management an invoice for an amount not exceeding the maximum ordering amount along with a SF 1034. All invoices submitted for payment shall clearly identify:

- Order number
- Delivery date
- Amount due.

Payment will be made by Electronic transfer. Electronic submission of invoice must be submitted

to: dakar-usaid-ofm-pay@usaid.gov

cc: senegal-dakar-procurement@usaid.gov

G2. PAYING OFFICE

The paying Office for this order is:

USAID/Senegal

Financial Management Office

New Embassy Compound

Route des Almadies

PO Box 49

Dakar, Senegal

[END OF SECTION G]

H - Special Contract Requirements

H1. SECURITY CONDITIONS

The contractor must be aware of security conditions in the country of implementation, and by entering into the agreement, assumes full responsibility for the safety of its employees. Before commencing work, the contractor must ensure that it has adequate procedures (a security plan) in place to advise its employees of situations or changed conditions that could adversely affect their security.

The contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the recipient, and that USAID assumes no responsibility for the reliability of such information. The contractor has sole responsibility for approving all travel plans for its employees. The contractor is also responsible for immediately notifying USAID and the US Embassy American Citizen Services section in the event a US citizen employee/subcontractor does not return from travel as expected.

The contractor is responsible for ensuring that the information provided to the Contracting Officer's Representative is up to date so that in an emergency, the Chief of Party/Manager or alternate representative can be reached immediately, and they can rapidly contact all other affected employees. In the event of an adverse work or project related security situation affecting any contractor's staff/activity, the contractor is responsible to notify the Contracting Officer's Representative or their alternate (as well as the A&A Specialist and the Contracting Officer) within 24 hours or as soon as it is practicable.

H2. ENVIRONMENTAL COMPLIANCE

(J) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential

environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this solicitation/Contract.

(J) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter must govern.

(J) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”) (d) The type of services provided by the activity have little or no environmental impact and qualify for Categorical Exclusion from further environmental review per 22 CFR 216.2 I(2)(i) education, technical assistance and training. This indicates that if these activities are implemented, they are expected to have no significant adverse effect on the environment.

(e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this Contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

(f) If the contractor plans any new activities outside the scope of the approved Regulation 216 Environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

(g) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

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

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

(2) Integrate a completed EMMP or M&M Plan into the initial work plan.

(3) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

(i) (1) A provision for sub-grants is included under this award; therefore, the [contractor/recipient] will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. [Contractor/Recipient] is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

(J) The [contractor/recipient] will be responsible for periodic reporting to the USAID Contracting Officer's Representative, as specified in the Schedule/Program Description of this solicitation/award.

H3. GENDER CONSIDERATION

The U.S. government “Women’s Entrepreneurship and Economic Empowerment (WEEE) Act” underscores the importance of gender equality and empowering women to participate fully in the formal economy that leads to more peaceful and prosperous societies. The USAID Gender Policy “holds implementing partners responsible for integrating gender into programming, developing indicators that measure specific gender equality goals for each activity and consistently reporting to USAID on results related to gender equality and female empowerment.” As part of the solicitation, the offeror should include women in their staff and among target groups in as representative a manner as possible, and ensure increased participation of women (from partner institutions) in activity implementation.

[END OF SECTION H]

I - Contract Clauses

(a) The Contractor shall comply with the following

Federal Acquisition Regulation (FAR) clauses that are incorporated in full text:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

Covered telecommunications equipment or services means—

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

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component

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

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

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

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

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

52.222-50, Combating Trafficking in Persons

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

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

Coercion means-

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

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

Commercially available off-the-shelf (COTS) item —

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

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

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

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

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

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

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

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

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging

recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and

shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that-

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

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and

examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

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

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

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

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(b) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
 - (iii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
 - (iv) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
 - (v) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
 - (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - (viii) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (ix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
 - (x) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C.3553).
 - (xi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (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 (JAN 2017).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).
- (vi) 52.233-1, Disputes (MAY 2014).
- (vii) 52.244-6, Subcontracts for Commercial Products and Commercial

Services (FEB 2023).

- (viii) 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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, 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.)

(vii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute 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).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products as prescribed at FAR 23.110(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 67) (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, as defined in 2.101 on the date of award of this contract, and the acquisition-

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

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).]*)

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(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) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).

(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.acquisition.gov/comp/far/index.html>

(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.

[END OF SECTION I]

J – List of Documents, Exhibits and Other Attachments
[RESERVED]

[END OF SECTION J]

K - Representations, Certifications, and Other Statements of Bidders

[RESERVED]

[END OF SECTION K]

L - Instructions, Conditions, and Notices to Bidders

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

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

NUMBER	TITLE	DATE
52.204-7 2016	SYSTEM FOR AWARD MANAGEMENT	OCT
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—	
	IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY	FEB 1999
	COMPLIANCE EVALUATION	
52.222-46	EVALUATION OF COMPENSATION FOR	FEB
1993	PROFESSIONAL EMPLOYEES	

L.2 GENERAL INSTRUCTIONS

- (a) RFP Instructions: If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. Proposals must respond directly to the terms, conditions, specifications and provisions of this RFP. Proposals not conforming to this RFP will be determined as non-responsive, thereby eliminating them from further consideration.
- (b) Accurate and Complete Information: An Offeror must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

- (c) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) Offeror's ability to perform the Contract duties under the program conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's facilities.
- (d) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective Contract:

L.3 FAR 52.216-1 – TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Priced Completion type of contract resulting from this solicitation.

(END OF PROVISION)

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms Edel Perez-Campos
Director, Regional Acquisition & Assistance Office
Email: eperez@usaid.gov
USAID/SENEGAL, c/o U.S. Embassy
ROUTE DES ALMADIES
DAKAR – SENEGAL

REF: Solicitation Number 72068524R00005
Title: Localization BPA

L.5 DELIVERY INSTRUCTIONS

- (a) **Closing Date and Time:** All proposals in response to this RFP are due as stated in the RFP cover letter.
- (b) The Offeror will submit the proposal electronically. Hard copies will **NOT** be accepted.

(c) All electronic submissions must be sent to Senegaldakarprocurement@usaid.gov. Electronic submission must be:

- In “unprotected” excel spreadsheets (software versions 2003 or newer) for the budget to allow USAID to view all formulas and calculations; and,
- In both Adobe Acrobat PDF and MS Word (software versions 2003 or newer) for the technical proposal, budget narrative, and all other required documents that form part of the proposal.
- Pages containing signatures should be submitted in Adobe acrobat PDF format.
- All electronic submission must indicate the RFP Number and the project title in the subject line of the email to read as follows:

Solicitation Number 72068524R00005 – Localization BPA

- All electronic files must be unzipped.

L6. SYSTEM FOR AWARD MANAGEMENT (SAM)

a) Unique Entity Identifier (UEI) and SAM Registration

Offerors must obtain a Unique Entity Identifier (UEI) and register in the System for Award Management (SAM) (<https://sam.gov/>) in order to be eligible to receive federal contracts. Contractors must maintain an active SAM registration while they have an active award. Each offeror (unless the offeror is an individual or entity that is exempted from UEI/SAM requirements under 2 CFR 25.110) is required to:

1. Provide a valid UEI for the offeror and all proposed subcontractors;
2. Be registered in SAM before submitting its application.
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

The registration process may take many weeks to complete. Therefore, offerors are encouraged to begin the process early. If an offeror has not fully complied with the requirements above by the time USAID is ready to make an award, USAID may determine that the offeror is not qualified to receive an award and use that determination as a basis for making an award to another offeror.

Offerors can find additional resources for registering in SAM, including a Quick Start Guide and a video, on <https://sam.gov/>.

- Quick Start Guide: [PDF](#).
- video: <https://www.youtube.com/watch?v=9f6ZL4fgSKs>

[END OF SECTION L]

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. Therefore, Offerors are to submit their best technical and cost proposals with their initial submissions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines it to be necessary.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the lowest price technically applicable.
- (c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

M.2 TECHNICAL EVALUATION CRITERIA

The selection decision will be based on evaluation of the following evaluation factors:

M.2.1 Technical Approach

The proposed technical approach, including methodology and techniques, are clear, appropriate, collaborative and feasible to successfully implement each component as identified in Section C.

M.2.2 Past Experience

The offeror demonstrates previous experience providing services to local organizations and donors. These services should include:

- a. Organizational capacity building
- b. Facilitation
- c. Communications and Outreach

M.2.3 Management Approach

This evaluation criterion focuses on the skills and experience of personnel and overall management plan, including organizational capacity. The Offeror should demonstrate the capacity to perform the full range of requested services.

[END OF SECTION M]