



USAID | SENEGAL

FROM THE AMERICAN PEOPLE

To: All IDIQ holders

Issuance Date: December 18, 2020

Questions Due Date and Time: January 5, 2021, 03:00 PM Dakar Local time

Closing Date/Time for Phase I: January 20, 2021, 03:00 PM Dakar Local time

Closing Date/Time for Phase II: February 25, 2021, 03:00 PM Dakar Local time

SUBJECT: Request for Task Order Proposals (RFTOP) No. 72068521R00005

USAID/Senegal Public Finance Management (PFM) Support activity under the USAID Public Finance Management (PFM) II Indefinite Delivery Indefinite Quantity (IDIQ).

The United States Government, represented by the United States Agency for International Development (USAID) Mission in Senegal, is seeking proposals from qualified and eligible organizations to provide the services as fully described in this solicitation.

USAID/Senegal intends to award one Cost-Plus-Fixed-Fee (CPFF) completion Task Order under the USAID Public and Financial Management Support activity in Senegal. The period of performance for this Task Order is four (4) years from the effective date of this Task Order.

USAID requests a Task Order proposal in accordance with the instructions in Section L – Instructions, Conditions, and Notices to Offerors. Award of a task order is contingent on normal congressional notification requirements, approval of the annual Operational Plan, and availability of funds for this purpose. Please submit the required documentation electronically no later than the closing date and time indicated above. Your proposal will be evaluated in accordance with the evaluation criteria outlined in Section M – Evaluation Factors for Award.

In accordance with FAR Part 16.505(b)(ii) Ordering under multiple-award contracts, “The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures.” Therefore, the Contracting Officer has chosen to utilize a phased solicitation approach as a streamlined ordering procedure. The Government’s Phase II evaluation approach will utilize the Best Value Tradeoff Process in accordance with FAR 15.101-1 to determine best value.

In Phase I, interested Offerors shall submit performance capability proposals, comprised of specialized experience / past performance, and management approach information, demonstrating their capability to

successfully perform the task order under their awarded PFM II - IDIQ contract. The Government will evaluate the qualifications in accordance with the criteria described in this Solicitation in order to select the Most Highly Rated Offerors to advance to Phase II. The Government intends to select not more than three of the most highly qualified offerors to submit competitive proposals in Phase II.

In Phase II, the Government will evaluate both technical capability and price. Only those Offerors who receive a written notification that their firm has been selected to participate in Phase II of this Solicitation are invited to submit a Phase II proposal. See Section M for further details on the Government's Phase II evaluation approach.

The estimated project magnitude for this contract is between \$12,000,000 and \$14,000,000. The North American Industry Classification System (NAICS) code for this acquisition is 541990 (All Other Professional, Scientific, and Technical Services).

Any questions related to this RFTOP must be submitted by email to Regional Contracting Officer, Jaime Dominguez, with a copy to A&A Specialist, Khady Sadio at drgp21solicitations@usaid.gov by the time and date specified above. No questions will be accepted after the specified date. Each e-mail must contain a subject line clearly indicating the name of the Offeror and the solicitation number. Proposals received after the closing time will be subject to the Late Proposal guidance in FAR Part 15.208 – Submission, Modification, Revision and Withdrawal of Proposals.

The receipt of this RFTOP must be confirmed by written notification. It is the responsibility of the recipient of this RFTOP document to ensure that it has been received in its entirety. Please note that issuance of this RFTOP in no way commits USAID to award a task order, nor does it commit USAID to pay any costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government. Thank you for your interest in USAID programs.

Sincerely,

Jaime Dominguez
Deputy Director
Regional Contracting Officer

PUBLIC FINANCIAL MANAGEMENT (PFM) SUPPORT ACTIVITY SECTION A – REQUEST FOR TASK ORDER PROPOSAL (RFTOP)		
1	RFTOP Number:	720268521R00005
2	Date RFTOP Issued:	December 18, 2020
3	Issuing Office:	Office of Acquisition and Assistance (OAA) USAID Senegal United States Embassy /Dakar Route des Almadies
4	Contracting Officer:	Jaime Dominguez jdominguez@usaid.gov
5	Proposals to be Submitted to:	drgp21solicitations@usaid.gov
6	Proposals due for Phase I Proposals due for Phase II	January 20, 2021 at 3:00 PM Dakar time February 25, 2021 at 3:00 PM Dakar time
7	Payment Office:	USAID/Senegal Office Financial management (OFM) Route des Almadies
8	RFTOP Point of Contact:	Khady Sadio ksadio@usaid.gov
9	Person Authorized to Sign RFTOP:	Jaime Dominguez Deputy Director/Regional Contracting Office
10	Signature:	
11	Date:	December 18, 2020

Table of contents

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS-----5

SECTION C – STATEMENT OF WORK-----8

SECTION D – PACKAGING AND MARKING----- 28

SECTION E - INSPECTION AND ACCEPTANCE ----- 36

SECTION F – DELIVERIES OR PERFORMANCE ----- 38

SECTION G – TASK ORDER ADMINISTRATION DATA ----- 57

SECTION H – SPECIAL TASK ORDER REQUIREMENTS ----- 63

SECTION I – CONTRACT CLAUSES----- 75

SECTION J - LIST OF ATTACHMENTS ----- 88

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS ----- 89

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR----- 90

SECTION M - TECHNICAL EVALUATION CRITERIA-----111

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this Task Order is to obtain services as described in Section C – Statement of Work for the Public Financial Management (PFM) support services for Senegal.

B.2 CONTRACT TYPE AND SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion Task Order. For the consideration set forth in the task order, the Contractor must provide the results, deliverables and outputs as described in Section C and Section F, and in accordance with the performance standards specified in Section F.

B.3 ESTIMATED COST, FIXED-FEE, AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fee, if any, is [TBD]. The fixed fee, if any, is [TBD]. The estimated cost-plus fixed fee, if any is [TBD].
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$TBD. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this task order entitled "Limitation of Funds" (FAR 52.232-22).
- (c) Funds obligated hereunder are anticipated to be sufficient through [**To be inserted at the time of award**].

B.4 CONSENT OF SUBCONTRACTOR(S)

The IDIQ CO will approve major subcontractors, in accordance with FAR part 52.244-2 and FAR part 44.202-2.

[TBD]

B.5 CONTRACT LINE ITEM

This is a cost-plus-fixed-fee completion-type Task Order. For the consideration set forth in the Task Order, the Task Order shall provide the deliverables or outputs described in Section 1 and comply with all Task Order requirements and PFM II IDIQ requirements.

The Contract Line Item Numbers (CLIN) are listed below:

	CLIN	BUDGET
00001	Technical Assistance	\$ TBD

	Indirect Costs	\$ TBD
	Fixed Fee	\$ TBD
	TOTAL Estimated Cost + Fee	\$ TBD

Period of Performance: The period of performance is a four-year period from the date of execution of the Task Order.

B.6 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for prime contractors and their major subcontractors.

Description	Rate	Base	Period
	%	1/	1/
	%	2/	2/
	%	3/	3/

1/ Base of Application:

Period:

2/ Base of Application:

Period:

3/ Base of Application

Should the Contractor make changes to its established method of classifying or allocating indirect costs during the performance of this contract, which impact this contract, the Contractor shall not charge the effect of these changes to this contract without the prior written approval of the Contracting Officer. Reimbursement for indirect costs must be at final negotiated rates, but not in excess of ceiling rates specified above. The rates listed above serve as Contractor's ceiling rates until a new Negotiated Indirect Cost Rate Agreement (NICRA) is available. If/when a new NICRA is available, the Contractor can request that these new rates be incorporated into the contract through a modification by the Contracting Officer.

The Government must not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the contract. This advance understanding must not change any monetary ceiling, cost limitations, or obligation established in the contract.

Note: Contractors are allowed to recoup indirect costs (i.e. OH and G&A) as other direct costs if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31 and the contractor's NICRA.

B.7 PAYMENT OF FIXED FEE

[Table 1: Selected Offeror's Fixed Fee Schedule to be inserted at time of Award. The Offeror must submit a Fixed Fee Payment schedule as Annex H with deliverables and an amount of the fee associated with each deliverable as subject to FAR 52.216-8.]

The Contractor may earn and be paid all or a portion of the total fee based on performance under this contract. Payment of the Contractor's fee is tied to the accomplishment of deliverables specified in Table 1 above. The Contractor will be paid the amount of fee specified for each denoted deliverable set forth in the table above upon acceptance by the Task Order Contracting Officer's Representative (TOCOR). Full fee payment is dependent upon full completion of the contract, as demonstrated by attainment of all deliverables. The Task Order Contracting Officer (TOCO), in consultation with the TOCOR and at the request of the Contractor, may modify the fee schedule, based upon changes in underlying assumptions, the development context or other extenuating circumstances.

Upon successful completion of a deliverable, the Contractor must provide evidence of its achievement to the TOCOR. Upon receipt of concurrence by the COR, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable. In the event of discontinuance of the work in accordance with the clause of the contract entitled FAR 52.249-6 Termination (Cost Reimbursement), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable. Pursuant to FAR 52.216-8 Fixed Fee, after payment of 85 percent of the fixed fee, further payment of the fee will be withheld.

B.8 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable, allowable, and necessary costs determined in accordance with FAR 52.216-7 Allowable Cost and Payment (AUGUST 2018), FAR 52.216-8 Fixed Fee (JUNE 2011), if applicable, and AIDAR 752.7003 Documentation for Payment (NOV 1998).

The applicable of the following clauses (incorporated by reference in Section I is as follows: FAR 52.232-20 Limitation of Cost (applies when the contract is fully funded). FAR 52.232-22 Limitation of Funds (applies while the contract is funded in an amount less than the total cost-plus fixed fee).

[END OF SECTION B]

SECTION C – STATEMENT OF WORK

C.1 Purpose:

The purpose of this statement of work is to procure services for the Public Financial Management (PFM) Support Activity which will provide critical support to the Government of Senegal (GOS) to improve public financial management and public accountability for service delivery. More specifically, the United States Agency for International Development (USAID) in Senegal will support the GOS in its effort to improve budget planning/execution process performance as well as public accountability. This is in line with USAID's Journey to Self-Reliance approach that promotes USAID's investments toward helping partner countries to plan finance and implement solutions to their own development, as well as foster confidence for greater US investment.

USAID's support will help consolidate gains from the pilot PFM Activity and assist the GOS to build the capacity needed to improve the implementation of public spending, strengthen oversight mechanisms and facilitate public participation in the budget process.

This intervention will include the following three (3) components:

1. Improving transparency and public participation in the budget process
2. Strengthening the efficiency of budget execution (including accounting reform) and supporting GOS on generating more domestic revenues
3. Strengthening internal and external controls.

The development hypothesis is if transparency and public participation in the budget process are improved, if the efficiency of the budget execution is strengthened, if tax administration capacity is increased to generate more domestic revenues, if the internal and external controls are strengthened then the public financial management system and public accountability will be improved.

C.2 Background and Development Challenges

Senegal's growth in recent years has been impressive, being higher than 6% since 2015, and per capita Gross Domestic Product (GDP) has increased at an annual average of 4.1%. Growth was driven by high public investment and strong private consumption.

Fiscal policy has much improved in recent years, with the government succeeding in achieving the West African Economic and Monetary Union (WAEMU) deficit target at 3 percent in 2019. Improved budget management performance is attributed to improved revenue collection and more disciplinary spending controls in 2019. However, challenges remain to ensure strategic and predictable government spending. Short-term measures such as the GOS's decision to increase fuel and electricity prices to reduce cash flow within the public treasury have led to an accumulation of payments in arrears to private companies.

The COVID-19 pandemic has diluted achievements gained over the last five years. The Global economy downturn and containment measures to avoid the spread of the disease have lowered external demand, reduced remittances, negatively impacted tourism and the transport sector and generated emergency expenditures (IMF April 2020). As a result, the March 2020 revised macroeconomic projection predicted

a substantial decrease of the GDP rate in 2020 from 6.8% to 3%. The fiscal deficit widened to 5.6 of the GDP compared to 3% of the GDP before the outbreak.

According to the latest International Monetary Fund (IMF) and the World Bank debt sustainability analysis, Senegal's public debt risk shifts from low risk of distress to moderate. Total public debt now peaks at 67% of GDP against 62% previously forecasted. Senegal's capacity to absorb the shock has narrowed compared to the pre-pandemic period.

Under the current trajectory, debt service will absorb a sizable portion of fiscal revenues, thus limiting resources for other expenditures in critical areas such as infrastructure investment, health, and education. The recurrent budget execution difficulties, due to inadequate liquidity, require urgent reforms to increase spending efficiency and revenue collection.

Recent studies on GOS spending efficiency and transparency¹ show that a significant part of the budget is neither spent as intended nor actually translated into tangible results for communities due to weaknesses in budget preparation and execution processes.

In addition, the discovery of oil and gas requires improved budget planning and execution to avoid creation of extra-budgetary funds that may lead to unmonitored spending or governance issues.

Some key issues hindering the implementation of PFM reform include:

- centralization of the budget process within the Ministry of Finance, and the Directorate of Budget, which prevents the line ministries from overseeing and accounting for their respective objectives and expenditures;
- disconnection between the annual budget and the multi-year perspectives of some investment projects leading to delays in implementation, and payments in arrears;
- lack of coverage and transparent communication on medium term fiscal risks;
- weak citizen oversight and participation due to lack of formal mechanisms for public participation in the budget process;
- lack of fiscal transparency;
- lack of fiscal discipline; and
- lack of strategic allocation of public resources.

According to the 2018 Public Expenditure Financial Accountability (PEFA) Report, Senegal performs quite well in revenue collection. Collected revenues in 2015 and 2016 matched the amounts forecasted in the budget. Furthermore, the report highlights the GOS's adoption of a strong legal and regulatory framework on public finance inspired by best practices. However, weaknesses remain in the area of expenditure commitment control, fiscal risk management, predictability of in-year resource allocation, transparency and accountability.

¹ Fiscal transparency evaluation, July 2018 and IMF reviews

For Senegal to sustain robust growth and meet its development objectives, it will need to remove obstacles to effective service delivery and increase revenues to finance its ambitious public investment agenda.

In its second implementation phase (2019–2023), the Senegal Emergent Plan (PSE) commits the GOS to an accelerated implementation of reforms, including those under the WAEMU’s framework in public financial management. However, new legislation and policy designed to expedite compliance with WAEMU standards, scheduled to be enacted in January 2020, has been postponed for a second time to March 2020. Delays in enacting the new policies are due to slow rollout and training the Integrated Financial Management Information System (IFMIS) as well as late designation and training of program managers within line ministries.

Senegal’s goal and aspiration to comply with WAEMU standards is a testament to the country’s commitment to self-reliance. WAEMU standards will institutionalize results-based budgeting, decentralization of payment authorization to line ministries, and multi-year budgeting system via a commitment authorization–payment appropriation (AE–CP) approach to budget management. If fully implemented, the WAEMU innovations will improve budget process transparency and efficiency as well as fiscal discipline. The multi-year management of appropriations will improve the predictability and investment programming. While the line ministries are striving to improve the medium-term sectoral expenditure to make a link between their sectoral policy and the budget more visible, the use of letters of comfort² by the MFB to pay a third party weakened the fiscal discipline and transparency. The commitment authorizations and payment appropriations (AE-CP) mechanism are expected to limit the use of letters of comfort because they are effective tools for tracking and controlling GOS commitments.

Another challenge is to streamline the multiple controls through the procedures chain (i.e., financial controls, hierarchical control of commitment, budget sustainability controls (availability of funds), accounting controls). The upcoming program based-budgeting implementation and the use of the new IFMIS will drastically help by putting emphasis on risk management and budget sustainability.

In addition, the MFB conducted a tax administration diagnostic assessment (TADAT)³ which informed its medium-term revenue strategy (MTRS) that seeks to broaden the tax base and pursue the dematerialization of tax payment procedures.

Previous USAID support for public financial management in Senegal:

USAID/Senegal has provided technical assistance to the GOS on public financial management since 2013. This task order will build on lessons learned from key USAID interventions including:

- Support for the implementation of the main provisions of the Transparency Code law on public finance which foster national government willingness to publish key budget documents;

² Letter from the Minister of Finance to a commercial Bank Director, in which he requests the financing for a given operation, to be repaid out of future appropriations (2018, Fiscal transparency report).

³ TADAT is a program designed to produce an objective and standardized assessment of a country's performance in nine areas of tax administration operation. The evaluation of these nine areas is based on 26 indicators that are themselves based on 52 dimensions.

- Public engagement and oversight of the budget process by facilitating a dialogue between the nonprofit organizations (NGOs), civil society organizations (CSOs) and the National Coalition for Budget Monitoring;
- Capacity assessment of line ministries to fulfill the payment authorization power (decentralization of the budget execution); and
- Support to the State General Inspectorate (IGE), amounting to \$400,000 to strengthen the internal control system. This support resulted in the expansion of risk-based audit approach and strengthened the WASH Ministry's internal audit unit capacities.

C.3 Link to Mission Strategy, Government Priorities, and Work of Other Donors

USAID/Senegal's next Country Development Cooperative Strategy (CDCS), expected to be finalized in mid-2020, will focus on helping Senegal better plan, finance and carry out solutions to its development challenges by: implementing key reforms; actively engaging with a strengthened private sector and a vibrant civil society; and harnessing the potential of women and youth.

The Activity will contribute to one of the planned Development Objectives (DO) of the new CDCS, which is to improve GOS effectiveness and accountability, through public financial management system strengthening and improved public accountability.

In addition, the Activity contributes to the current 2012-2020 CDCS's DO 3, More effective citizen participation in the management of public affairs at the national and local levels, via Intermediate Result 2, Strengthened democratic governance, and sub Intermediate Result 2.3, Improved national government transparency and accountability.

Government Priorities

In accordance with the 2019–2023 PSE priority action plan, the new economic governance intervention will increase the efficacy of the public financial management system and strengthen accountability mechanisms. USAID wants to acquire the technical services that will directly improve the GOS' ability to better manage public resources during the transition to the new program-based budgeting and decentralization of the payment authorization process.

This Activity is in line with Senegal's existing regulatory framework governing public finances, dating from 2012, which provides that "*citizens, both taxpayers and users of public services, are clearly, regularly, and fully informed of all matters relating to governance and management.*" It is also consistent with the current GOS PFM reform strategy. The latter is being updated to consider the last PFM assessment such as PEFA, Public Investment Management Assessment (PIMA) and Tax Administration Diagnostic Assessment Tool (TADAT).

This Public Financial Management Support Activity will also coordinate with other activities managed by the Democracy, Rights, Governance and Peace Office, as well as other USAID programs in water, health, and education. This Activity is expected to collaborate with USAID/Senegal's Feed the Future interventions which seek to improve the business enabling environment, agriculture sector productivity, and public-private partnerships promoting service delivery.

Work of Other Donors

International technical and financial partners have collaborated on a focused message to improve public participation⁴ in the budget process. As a result, MFB officials' have shown increasing openness to creating more opportunities for citizens' participation. This activity will build past investment in CSO's capacity to monitor public budget transparency, including CSO interaction with the legislative branch and the Supreme Audit Institution.

The PFM activity will work collaboratively with the donor PFM Working Group members to ensure that programs complement one another and minimize the duplication of efforts. There are several donors engaged in GOS public financial management reform efforts including:

- **Canada** which provides \$12 million in technical assistance to strengthen five targeted ministries (Ministry of Education, Ministry of Agriculture, Ministry of Mining, Ministry of Women and Family, Ministry of Vocational Training) to provide capacity building to implement program-based-budgeting with respect to the WAEMU regulatory framework on PFM.
- The **European Union** which has dedicated \$3 million to tax administration external controls strengthening (Supreme audit institution).
- The **African Development Bank** supports GOS on improving tax collection and enabling business environments via a project amounting to \$15 million.
- The **IMF** offers regular technical assistance on specific PFM topics.
- In terms of upcoming support, the **World Bank** plans to support GOS on its digitalization reforms and specifically on dematerialization of procedure while the French cooperation envisions supporting the PFM system strengthening.

The donors' PFM working group is a platform that enables coordination of PFMPA technical assistance and engages in dialogue on PFMPA reforms with the GOS. As vice-chair of this group, USAID has an active role in PFMPA policy dialogue with the GOS. The proposed activities fall under the continuing effort to strengthen PFMPA and to address service delivery gaps.

The Contractor is expected to collaborate closely with other multilateral and bilateral donors active in the areas of public financial management. Where opportunities exist for collaboration and synergy, the Contractor must engage with those donor programs to avoid duplication, maximize impact of resources and support common development objectives.

Targeted entities in this Activity include but are not limited to: the Ministry of Finance and Budget; the Ministry of Economy Cooperation and Planning; Ministry of Agriculture; Ministry of Health, the Ministry of Education, the Ministry of Fishery; Ministry of Environment; Ministry of Justice (which hosts the Good Governance Department); Ministry of Territorial Collectivity and Territory Development; Ministry of Commerce and Promotion of SMEs; Ministry of Livestock and Animal Production, Ministry

⁴ USAID/Senegal held on March 2018 a PFM/PA training with the participation of GOS officials and civil society organizations

of Civil Servants; Ministry of Microfinance; the Court of Accounts (Supreme Audit Institution); State General Inspectorate; and the *Bureau d'organisation et de Methode*.

C.4 Statement of Work

USAID/Senegal, through this Activity, will contribute to greater public sector management and inclusive growth. This will be accomplished by providing technical assistance to GOS to improve transparency, accountability and delivery of public services across sectors particularly in social sectors.

The activity will utilize long term technical assistance as well as, where appropriate, short-term efforts to accomplish the different capacity building activities necessary to improve public spending efficiency. Furthermore, it will contribute to GOS efforts to hold itself accountable to the public and enable greater public participation in the budget process. The activity will also focus on supporting the GOS in achieving the milestones and targets in GOS PFM and Domestic Revenue Mobilization reforms.

The activity will have three components:

1. Improving transparency and public participation in the budget process.
2. Strengthening the efficiency of budget execution (including steering of the accounting reform) and supporting GOS on generating more domestic revenues.
3. Strengthening internal and external controls.

C.4.1 Component 1: Improving transparency and public participation in the budget process

This component aims to make publication of budget documents timelier and more comprehensive and improve public participation in the budget process through regular dialogue between the government and CSOs about the budget and public policy implementation.

USAID/Senegal's past support to civil society budget analysis raised citizen interest in financial accountability and fiscal transparency, but did not significantly affect fiscal accountability and financial performance, and these advances in the "demand" side of fiscal transparency have not been mirrored on the "supply" side.

Senegal's budget Transparency score was 51 out of a possible 100 in 2017, higher than the global average score of 42. However, it only scored 2 out of 100 on public participation which indicates that the public has a limited opportunity to engage in the budget process. As further evidence, the IMF 2018 Fiscal Transparency Evaluation (FTE)⁵ revealed that public participation in the budget process remains modest. The FTE report highlights that while Senegal publishes a large volume of fiscal data, it is fragmented, incomplete and of insufficient budgetary and accounting standards.

Recent advances made on the "supply" side of fiscal transparency are not trivial: The adoption of the Transparency Code of Law 2012-22⁶, passed on December 27, 2012, fostered national government

⁵ <https://www.imf.org/en/Publications/CR/Issues/2019/01/30/Senegal-Fiscal-Transparency-Evaluation-46569>

⁶ <http://www.jo.gouv.sn/spip.php?article9605>

willingness to publish key budget documents in a timely manner and to produce additional documents such as a citizen budget and a gender budget. Increasing donors' interest in budget transparency, sensitized all public entities to the need to ensure transparency and accountability in their budget processes.

Improving public participation requires that comprehensive and reliable financial information be made accessible to the public. This means the GOS will have to dedicate a considerable amount of time and training and to foster ownership by its technical staff.

To truly enable public oversight, information must be made intelligible—one of the Transparency Code's main challenges. Published information must be simplified and understandable to citizens. It should also target what is most relevant to citizens' daily lives. In addition, dissemination channels must be suited to ensure the public's understanding. Educational tools such as guides, pamphlets, or other summaries should be developed. Educational outreach initiatives initiated by CSOs such as the Coalition of Civil Society Organizations for Budget Monitoring and the Citizen Network for Budget Transparency can serve as important channels for ensuring public participation in the budget process.

Expected Outcomes

- Higher-quality budget and financial information made more accessible to the public within the statutory deadlines and through appropriate media.
- Interactive and effective public participation in the budget process formalized through an agreement with the government or a manual.

Illustrative Activities

a. Strengthen information dissemination:

- Ensure the proactive and timely publication of budget and financial information (Senegal open data site, MFB website).⁷
- Make the budget information more reliable, consistent, and exhaustive by regularly updating it, especially for budget programming instruments
- Support dissemination initiatives that simplify budget documents,⁸ including those produced by line ministries.

b. Strengthen participation and access to budget and financial information:

⁷ This activity requires the centralization of the entire financial information process with the creation of a single point of information dissemination.

⁸ The documents that will be simplified for the public may include the DPBEP, the quarterly budget implementation reports or reports on finance laws (the first of which concerns the draft of the Initial Budget Act and the draft Budget Review Act and its required and informative annexes), the budget calendar, and the legal texts.

- Formalize open participation mechanisms that allow the public and the government, including the National Assembly and the Court of Accounts, to establish a dialogue on the budget and its implementation, notably around issues such as revenue collection, provision of public services, and changes in the macroeconomic situation.
- Maintain dialogue with civil society, including through sharing and communication meetings at each of the four stages of the budget process (formulation, approval, implementation, and end-of year reporting), within the framework of the budgetary orientation debate and quarterly implementation reports.
- Design and provide local authorities with an instructional guide on fiscal transparency.
- Finalize and implement the action plan for the Open Government Partnership that Senegal joined in 2018.
- Set up a platform to collect contributions from researchers, think tanks, employers, and CSOs.

Performance indicators

- PI-9: Public access to budget information (PEFA performance indicator)
- Number of consultation sessions conducted with civil society organizations, academia to discuss on the fiscal policy choice
- Open budget Survey score on Public Participation

C.4.2 Component 2: Improving budget programing, preparation, implementation efficiency and accounting reform management

This component aims to help the GOS improve budget implementation efficiency. It includes three subcomponents: improving revenue mobilization, improving the efficiency of public spending, and improving accounting reform management.

Subcomponent 2.1: Improving revenue mobilization

The change of reference year in the calculation of Senegal's Gross Domestic Product (GDP) directly resulted in a drop in the tax-to-GDP ratio from around 20 percent to 16 percent in 2017. Additionally, the current account deficit of around 8 percent in 2018 restricts the budgetary space needed to finance the investment program outlined in the PSE. Therefore, the GOS is seeking to recover the lost four points over five years.

To this end, the MFB initiated the development of the Medium-Term Revenue Strategy (MTRS) to raise annual tax revenues by 0.5 percent of GDP. Both the Customs General Directorate (DGD) and the Tax and Property General Directorate (DGID) develop and implement annual action plans based on their strategic development plans. The MTRS offers a holistic approach to revenue mobilization over the medium term. The MTRS development is based on the IMF technical assistance missions' recommendations and TADAT findings. USAID/Senegal provided a tax expert who joined the World Bank and IMF TADAT team.

USAID/Senegal will base its support on the priorities set out in the MTRS. The discussions with the MTRS team and the DGID show that digitization and dematerialization of procedures, reinforcement of human capacities, and strengthening of internal controls will be among the strategy's priority measures. According to the study on fiscal potential conducted by the Department of Forecasting and Economic Studies in 2019, the tax revenue potential was about 3,079 billion CFA for 2017, whereas the actual collection was 1,845 billion CFA—a significant shortfall of 1,234 billion CFA. Customs duties play an important role in the configuration of this tax potential—hence the need to strengthen DGD efforts to improve customs revenue collection.

Expected Outcomes

- Implementation of digitization program accelerated.
- Governance tools and internal control systems strengthened.
- Revenue management procedures simplified and modernized, relying particularly on IT tools.
- Competencies and skills management strengthened to improve resource mobilization and equitable allocation.

Illustrative Activities⁹

a. Simplify/modernize revenue management procedures:

- Help finalize the dematerialization of procedures: the project on mobile stamps as well as other applications (taxes), improvement of fiber optics connectivity for regional offices and customs clearance stores and areas (customs), and digitization of the payment of lump-sum fines.
- Support the integration of financial administration IT systems: deployment of the Tax Customs Interconnection Platform (TANDEM) customs/tax sharing platform; interfacing among the systems of the DGID (Standard Integrated Government Tax Administration System [SIGTAS]), DGD (Automated Management of Customs Information and Exchanges), and Treasury and Public Accounting General Directorate (DGTCP) and Budget General Directorate (DGB) (SIGIF) and access to the Interbank Automated Compensation System—Automated Transfer and Settlement System (SICA-STAR).

b. Optimize tax resource mobilization procedures:

Establish effective risk management and tax control by automating tax audits, deploying the customs application for the automatic electronic processing of goods, and designing a database that meets standards and is interconnected within financial authorities.

c. Capacity building of collection actors:

- Help reinforce tax revenue collection within local authorities by implementing a training plan, training local collectors and municipal tax revenue agents reporting to the DGTCP.

⁹ To be specified by the MTRS.

- Optimize the management of manpower and skills.¹⁰
- Strengthen the customs enforcement system by acquiring modern means of surveillance and simplification of the National Information and Documentation File.

Performance indicators

- Percentage change in tax-to-GDP ratio.
- PI-3: Actual revenue.

Subcomponent 2.2: Strengthening efficiency of public spending

In accordance with the Budget Law-15 of July 08, 2011, modified by Act 2016-34 of December 23, 2016, the GOS plans to implement the budget through a program model characterized by:

- Decentralized budgetary management line ministers will function as senior payment authorization officers for their budgets, a function until now performed by the minister of Finance. This will increase sectoral ministries accountability for control of funds
- New budgetary actors such as the program manager and management controller and a new managerial chain within each of the line ministries.

This reform involves both tailoring the institutional framework governing public finance management and aligning human resources with the new provisions. The preparatory work undertaken since 2012 has produced significant results:

- Development of the Multi-year Budgetary and Economic document (*DPBEP*) and the budgetary orientation debate, in accordance with the legal deadline set by the financial constitution, and the development and publication of quarterly budget implementation reports.
- Generalization of the Multi-year Expenditures Programming (*DPPD*) by the ministries.
- Development of the Integrated Financial Management Information e-System (IFMIS- *SIGIF* in French).

Today, budget implementation is characterized by year-round change in spending, which severely undermines ministries' ability to implement their budgets properly. These difficulties are due to the difference observed between the maturity period of certain expenses and cash availability. Thus, to improve budget implementation, which would consider project maturity and seasonal nature of revenue, it seems appropriate to link the ministry's procurement plan, the quarterly commitment plan, and the monthly or quarterly cash flow plan. This will be based on quarterly cash flow forecasts and will set

¹⁰ According to six axes: (i) training Internal Control Directorate (DCI) staff; (ii) building DCI staff capacity in internal audit (DGID, DGD, DGTCP); (iii) improving the human resources information system; (iv) elaborating skills benchmarks; (v) developing training plans; and (vi) building agent capacity.

quarterly commitment ceilings at the ministry level. The reinforced link among these documents should help overcome some budget implementation difficulties. It would be advisable to identify in the expenditure flow any cumbersome elements and delaying factors, such as redundancy of controls, and to respond appropriately.

The *SIGIF* is deployed to all ministries including at sub-national level. However, it is not yet fully used for the 2020 budget implementation. The module on the macroeconomic and budgetary framework and the preparation of the draft budget is fully deployed within the line ministries. The 2020 draft of the Initial Budget Act is presented in a program format. To this end, a descriptive guide to budget development and preparation has been created and sent to all constitutional institutions and ministerial departments. The P2 budget implementation area is first being rolled out in five pilot ministries and subsequently at all levels.

Despite the undeniable achievements in budget preparation, major challenges remain to ensure efficient and effective budget management under the program-based budgeting. To this end, USAID aims to support the MFB and the line ministries in implementing the *LOLF* provisions.

To improve the budget reliability, the scope of multi-year budget programming needs to be completed with detailed expenditure projections for each section of the budget and be more linked with the sectoral expenditure programming document. The latter need in its turn to be consistent with the three-year investment program which must include investment projects that are pre-selected based on an ex-ante assessment. This will require improving capacity within line ministries to conduct cost and benefit analysis.

The program budgeting is structured around objectives and performance indicators. The framework for monitoring the program performance, within line ministries, should be reinforced to ensure that the annual performance project (attached to the initial budget) reflects the expected results and the performance report (attached to the end of fiscal year report submits to the Court of Account) effectively reports on achievements as well as any deviations.

Furthermore, the budgetary regulation that seeks to avoid payment arrears accumulation is a constraint to the budget execution in line ministries. The line ministries are not timely informed on the commitment ceilings in order to adjust their work plan. The short-sightedness of the expenditure regulation does not guarantee fund availability which generates uncertainty and delay in the budget execution flow.

The program-based budgeting offers more leeway to program managers on the fund management and creates room for dialogue between stakeholders throughout the expenditure chain.

Other challenges arise when external resources (grants or loans) are added to domestic revenues to finance projects and programs under the PSE. First, aid can be unpredictable, which can have a significant impact on ministries' performance under program-based budget. Second, integrating external resources can be problematic because of the lack of dedicated human resources in the line ministries or the non-disbursement of matching funds. Finally, the accounting procedures for recording aid flows reduce budget reporting reliability and exhaustiveness. With the transition to accrual accounting, external financing should be included as revenues and expenditures in the general government books. For all these reasons and to better account for and identify external financing, a module for monitoring external resources, given the specificity of technical and financial partner procedures, should be created in *SIGIF*.

Expected Outcomes

- Progress in deploying *SIGIF* and its interconnection, in addition to training users.
- Effectiveness of controls on the expenditures chain strengthened.
- Payment authorization power is successfully performed within line ministries.
- Progress in deploying the accounting network for ministries.
- Gradual reduction in the use of simplified procedures.

Illustrative Activities

a. Strengthen budget preparation and implementation

- Expenditure budgeting instruments strengthened and aligned with sectoral strategies.
- Support the establishment of a reform monitoring committee at the level of the line ministries like the initiatives of the Ministry of Education and the MFB.
- Contribute to the development of *SIGIF-PSE* to monitor the *PSE (Senegal Emergent Plan* priority project implementation in correlation with budget programs based on the monitoring tool developed by the PSE Operational Monitoring Office.
- Support the loan implementation mechanism by developing and implementing training plans (*Bureau Organisation et de Methode-BOM-*, Internal Control Directorate within the MFB, the General Budget Direction, The MFB's Human Resources Directorate).
- Support the BOM and the general Budget Direction on redefining financial control and provide training to line ministries on the mandatory controls throughout the budget execution chain
- Support the design/tailoring of a manual on management procedures in the program model (for line ministries holding a large decentralized network).
- Support improved integration of external resources in line ministries' implementation of externally financed projects by developing a guide on the payment schedule for external resources.
- Support programming of revenue/expenditure from extractive industries in the budget.
- Support institutionalization of the gender dimension-based budgeting.

b. Strengthen accounting in the implementation of public expenditure:

- Facilitate the tailoring of the accounting control system.
- Support the deployment of ministerial accountants.
- Facilitate the audit of the IT solution for materials accounting management at line ministries level.

c. Strengthen information systems for public finance management:

- Contribute to the interfacing of *SIGIF* with existing IT applications (*SIGTAS*, *D-AIDA*- IT for debt management- , *GFLOC -IT to monitoring subnational government financing-*, etc.).
- Support the implementation of a massive open online course for *SIGIF* users.
- Support the integration of an external resource flow management module into *SIGIF*.
- Support the integration of a unified system with existing ministerial human resources management systems .
- Support the interconnection of the Integrated IT payroll platform with the systems developed by the line ministries to manage staff that are not civil servants.

d. Build capacity strengthening in budget preparation and implementation:

- Support the training of central and decentralized budgetary actors to bring them to the same level of knowledge on the implementation of the new budgetary and accounting framework and support an alignment of the training plans to avoid disharmony.
- Provide technical assistance on the challenges identified in the program-based budget, including the allocation of staff costs.
- Continue supporting relevant actors on investment project programming particularly on the AE-CP approach.

Performance Indicators

- Number of staff trained who report using on cost and benefit analysis.
- PI-1: Actual total expenditure (PEFA indicators).
- PI-16: Medium-term outlook on expenditure budgeting (PEFA indicators).
- Service delivery targets are established and linked to the budget.¹¹
- Yearly publication of long-term fiscal risks projections.
- Budget circular includes a definition of gender budgeting.
- Percentage performance report that include statements disclosing what gender responsive spending was compared to the budgeted amount.

¹¹ this indicator should be defined based on the local context

Subcomponent 2.3: Improving accounting reform management

The government introduced accrual and asset-based accounting through its new harmonized public finance framework, as well as cost accounting in addition to budgetary accounting. For this reason, a revision of the Decree on the State Accounting Plan and the development of accounting instructions and macro-processes are underway. It is also necessary to reorganize the network of accountants considering these innovations.

The transition to accrual accounting, planned 2020, requires an adjustment of the internal control system within ministerial accounts to improve accounting quality. Strengthening the accounting control system will require training of internal auditors. Another major challenge for public finances lies in cash flow management, or the regular and continuous implementation of expenditure. Despite progress in setting up the Single Treasury Account with the launch in October 2016 of the new WAEMU payment system (SICA-STAR), there is still room for improvement.

Expected Outcomes

- The main financial risks identified, and a strategy implemented to manage them.
- The accounting control system is tailored and strengthened.
- Financial information coverage and accuracy strengthened.

Illustrative Activities

a. Improve accounting management

- Contribute to the evaluation of the Single Treasury Account of public entities.
- Develop a financial and accounting audit guide.
- Ensure publication of the government shareholding strategy.

b. Strengthen transparency:

- Develop and disseminate a code of ethics for treasury officers.
- Implement/strengthen the internal accounting control system within the MFB and the line ministries.
- Improve and strengthen the security of the payment system.

c. Capacity building

- Train relevant actors on the innovations in the government's general accounting system.

- Train officials responsible for preparing the Government Financial Statement on public finance statistics.

Performance indicators

- PI-27: Integrity of financial data (PEFA indicators).
- PI-29: Annual financial reports (PEFA indicators).

C.4.3 Component 3: Strengthening internal and external control

This component aims to support efforts undertaken by the authorities, with donor community support, to improve internal and external control system performance. It includes two subcomponents: strengthening the internal control system and strengthening the external audit system.

Subcomponent 3.1: Strengthening the internal control system

The implementation of a harmonized framework for public financial management calls for a strengthening of the internal control system, toward which significant efforts have been made since 2013 with the support of development partners (the World Bank, Canada, USAID, the Luxembourg Development Cooperation).

The implementation of the 2009 WAEMU PFM directives brings about change in controls. One of those challenges is to ensure that there are proper controls over the allocation, use and reporting of funding use. Several studies including one co-funded by USAID have revealed that internal controls in line ministries are extremely weak in sectoral ministries. This weakness is a risk to the successful transition to a program budget by the GOS. Recognizing this risk, USAID provided support to the State General Inspectorate to increase its capacity to supervise the internal audit function in line ministries. Working with the Inspector General Office, USAID seeks to address systemic and policy level issues while building capacity at all levels in a way that will be sustainable.

This sub-component will build on USAID/Senegal past investment regarding internal controls strengthening. The new USAID support will consolidate gains, namely: (i) extension of the functions of the Presidential Directives Management application (GESDIR); (ii) a study of the management environment in line ministries; and (iii) further implementation of the training plan for ministerial technical auditors.

Expected Outcomes

- An internal control system established at the institutional and operational levels (automation) for the follow-up of directives.
- Internal budgetary and accounting control improved by a better alignment with standards.
- Auditor skills strengthened in internal audit standards.

Illustrative Activities

- Extend *GESDIR* (IT tool to follow up audit recommendations) functions within ministerial inspectorates.

- Conduct a study on the control environment within line ministries (to be coordinated with the recent request from the Chief of State).
- Continue implementing the training plan for ministerial technical auditors.

Performance indicators

- PI-25: Internal controls of non-salary expenditures (PEFA indicators).
- Number or percent of performance audit recommendations that are addressed within a year.

Subcomponent 3.2: Strengthening the external audit system

Since 2012, the *Court of Accounts* has eliminated a 36-month delay in the review of Budget Review Act drafts. Finance law implementation reports are now produced and transmitted 12 months after the end of the fiscal year at the latest. Significant efforts were also made to reconcile the assessed management accounts of the main government accountants and the local authorities' accountants and the financial statements of the extrabudgetary units endowed with principal accounting officers.

As the scope of the *Court of Accounts* has widened with the 2011 LOLF, which assigns new tasks such as performance audit and policy evaluation, important capacity-building activities and field missions were carried out. At the legislative and regulatory levels, the new framework law on the status of *Court of Accounts* judges has been adopted and its implementing decrees signed, enabling creation at the end of 2018 of a competitive exam for recruiting new judges.

To enable the *Court of Accounts* to eliminate delays in assessments and in nonjudicial control, the strengthening of its staff through a qualified recruitment of human resources should not be hampered by any obstacles. Also, in view of the widening of its scope of intervention, particularly in areas where best practices such as performance audit and public policy evaluation are not sufficiently underpinned, sustained efforts should be made.

Expected Outcomes

- Judicial control of public finances strengthened.
- A nonjudicial public finance activity implemented by the *Court of Accounts* in accordance with the financial constitution.

Illustrative Activities

To consolidate gains in external control, USAID support will engage in IT and capacity building:

- Engage in complementary actions for successful implementation of automated control procedures by the *Court of Accounts*, which are being implemented with World Bank support.
- Offer next-level practical training (performance audit, public policy evaluation, and so forth), but also organize meetings among the various chambers of the *Court of Accounts* and the accountants and authorizing officers. The *Court of Accounts* will also endeavor to fully commit to its role in assisting the National Assembly in public finance auditing.

Performance Indicators

- PI-30: External audit.
- DR.2.4-2: Number of mechanisms for external oversight of public resource use supported by USG assistance.

C.5 Cross-cutting Issues:

The following cross-cutting issues will be considered within the activity's components and focus areas.

C.5.1 Gender

Women in Senegal lack opportunities to occupy decision-making roles in their communities. They also lack parity with men in knowledge about paths to leadership and elected positions, as well as education and business development.

Senegal's authorities drafted a "National Strategy for Equity and Gender Equality: 2016-2026" which lays out guidelines to reduce gender inequality in Senegal. However, there has not been enough effort to operationalize the Strategy and social and financial barriers have created implementation challenges. GOS should make an effort to improve ability to track expenditures that ensure gender related equal opportunity programs as well as general public services targeted specifically at or used mostly by gender specific budget proposals. In addition to that the GOS might need to use additional analytical tools to assess gender responsive public financial management such the one offered by the PEFA framework. To address inequality between males and females in the public sector, the Contractor must provide technical assistance to the General Budget Direction, and line ministries for gender responsiveness throughout the budget cycle, including the planning and design of budgetary policies.

The contractor must take into account USAID's gender policy (gender mainstreaming) to consider how activities can be tailored to empower women and girls. All activities performed are required to consider the different roles of men and women.

C.5.2 Environmental Considerations

The Contractor must make every effort to ensure that its programs do not exacerbate existing environmental challenges. A Categorical Exclusion was granted for technical assistance, training, and program support, pursuant to 22 CFR 216.2 [c][2][i], and a negative determination to small grants so long as these activities follow best management practices to mitigate potential environmental impacts, such as following environmental checklists and guidelines that are to be reviewed by the Mission Environment Officer (MEO). The activities under PFMPA for service delivery will continue to fall under a negative determination.

C.5.3 Sustainability

The sustainability of this activity's interventions depends on a number of key factors. Ensuring that technical assistance transfers capacity from this activity to the government remains a challenge. The public sector has difficulty recruiting and maintaining the expertise required to undertake complex public financial management functions. Technology solutions, such as SIGIF, bring their own implementation and sustainability challenges. The Contractor must address risks to sustainability, how sustainability will

inform its proposed interventions, and how sustainability will be tracked and measured over the life of the activity. In undertaking the indicated activities, and in laying groundwork for improved public financial management performance, the contractor should maintain a clear focus on future sustainability. For example, one activity entails building GOS entities' capacity to design, monitor and provide strategic guidance on PFM reforms.

C.5.4 Geographic Coverage

The Contractor will support activities throughout Senegal, but must maintain a central office in Dakar or Diamniadio to be in proximity with its counterparts in the GOS.

C.6. Reporting:

Within 90 days of signing the contract, the Contractor must submit an Activity Monitoring, Evaluation, and Learning Plan (AMELP). The AMELP will be based on the expected results outlined in section C of this RFTOP and Development Objective.

C.7 Collaborating Learning and Adapting (CLA)

Collaborating, Learning and Adapting is USAID's approach to becoming a more effective development organization by being a more effective learning organization. Recognizing program activities need both programmatic and enabling CLA practices, the Contractor must intentionally and systematically identify the right resourced approach to collaborating, learning and adapting. The contractor and its interventions must be flexible and responsive to changing political and economic conditions. In case of unexpected economic and political changes the contractor may need to change counterpart partnerships and reform areas. In addition, to most effectively meet the goals and objectives of the USAID PFMPA for service delivery, the contractor may also need to shift emphasis between and within components and may do so in consultation with approval from the COR.

Collaborating: Over the course of the five-year project, the Contractor must adopt an approach that is closely coordinated and aligned with GOS reforms priorities. Through collaboration, it is expected that the Contractor will collaborate with other Implementing Partners and other local stakeholders, including donors, Civil society and private sectors organizations.

Learning: The Contractor will seek to implement a robust learning component that will help USAID/Senegal to be more effective in achieving the goals and objectives of the Activity, by tracking and adapting, generating and feeding learning back into activity implementation, while strengthening partnerships with GOS stakeholders, civil society and private sector organizations to institutionalize and sustain the results of the Activity.

Adapting: It is expected that the contractor uses a flexible and adaptable approach and work plans in case of unanticipated changes or chocs that require adaptation as new priorities arise during the implementation of this contract. Any changes to the scope or technical approach of the contract must be approved by the Cognizant Contracting Officer in a modification to the contract.

C.8. Grant under the contracts (GUCs)

A key ingredient for the success of this activity is collaboration with GOS public entities involved in the PFM reforms management as well as with civil society organizations. Under the component 1 and 2, grants will be an important tool to support dialogue between civil society organizations and the GOS entities

(MFB, line ministries and the Court of accounts) as well as to ensure proactive inputs from all stakeholders. Each grant shall be justified based on its expected contribution to improved PFM reforms monitoring and coordination, or greater citizen involvement in public sector management through civil society and media. The total for the Grants Program is set at \$1,200,000 USD. Cost-sharing from grantees, public entities, other development partners, or other stakeholders is strongly encouraged. The cost share can take the form of financial or in-kind contributions. When developing a grants-under-contract manual the contractor should consider the best option possible when it comes to promoting sustainability and accountability in sub-grants. All sub-grants under this contract will be in-kind only.

C.9. Stakeholder Involvement and Coordination Arrangements

The Contractor will work directly with the Ministry of Finance and Budget directions relevant to the scope of this activity and targeted line ministries and public agencies. The implementer will also work with other GOS ministries or agencies, where appropriate, such as the Ministry of Economic, Cooperation and Planning.

The GOS institutional arrangement for supervising the implementation of PFM reforms, monitoring and strategic guidance will be updated with respect to the new strategic reform plan under review process. The proposed governance approach proposed is as follows:

- PFM reform steering Committee
- National Technical secretary (replacing the current PFM cell). The entity which encompasses relevant expertise to maintain effective transmission of information of the reform's implementation progress to all stakeholders.
- Thematic Technical Committee chaired by the respective leads of five identified thematic
- PFM reform cell within line ministries

C.10. Key Personnel

The key personnel whom the Contractor will furnish for the performance of this contract are as follows:

1. Chief of Party (expatriate)
 2. Deputy COP, Public Sector Management specialist (national staff)
 3. Senior M&E Specialist (national Staff)
 4. Finance and Administration Director (national staff)
- (a) The above key personnel must be qualified professionals in their respective fields with relevant and significant experience, background and education. Additionally, each key personnel must possess strong relevant technical expertise (for each particular position) and demonstrated successful performance in similar positions under projects of similar size, nature, complexity and country context.
- (b) The Key Personnel team must have complementary skill sets and technical expertise, balancing the need for overall management and technical direction. All Key Personnel must possess excellent

interpersonal skills, excellent communication skills (verbal and written), outstanding management skills (including ethical management), resourcefulness, flexibility, and creative problem-solving skills.

- (c) All Key Personnel must be fluent in English.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and Sub-Contractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID's identity is prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used.

The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following:

- Launching the program,
- Announcing research findings,
- Publishing reports or studies,
- Spotlighting trends,
- Highlighting success stories,
- Featuring beneficiaries as spokespeople,
- Showcasing before-and-after photographs,
- Promoting final or interim reports, and
- Communicating program impact/overall results.

This section addresses the three areas specifically delineated in section 320.3.2.1 of ADS Chapter 320: Branding and Marking. The correspondence strategies outlined below apply to the duration of the project.

However, should USAID branding regulations or guidelines change during the project's timeframe; these branding methodologies will also be subject to change.

Incorporating the Message “From the American People”

As it is important that we promote the message “This assistance is from the American People,” Public Finance and Management for services delivery (PFM4SD) Activity must make certain that this message must be communicated whenever compliantly possible. At the programmatic level, PFM Activity must contribute to USAID's goal of promoting a visual brand identity by incorporating it consistently into its programmatic communications throughout the life of the Activity. Based on the current USAID Graphic Standards Manual (located at <http://www.usaid.gov/branding>), any PFM programmatic materials must include the USAID Identity.¹²

By including the USAID Identity on its programmatic materials, PFM Activity must comply with USAID branding requirements.

Using the USAID Identity will symbolize that the PFM Activity, composed of its initiatives, interventions, and technical assistance, is a gesture on behalf of U.S. citizens as well as is funded by the U.S. taxpayers.

Raising the value and visibility of U.S. foreign assistance must also be a priority at public events, training, conferences, or seminars sponsored by the PFM Activity as approved in the work plan. In planning for such occasions, the Chief of Party, Deputy Chief of Party (or their designees) must communicate the positioning of the USAID Identity to the Task Order Contracting Officer's Representative (TOCOR) in order to obtain concurrence or make necessary adjustments.

As part of this strategy, components to be branded with the USAID Identity could include, but are not limited to: banners, pamphlets, brochures, invitations, or other agreed upon branding and awareness media. In addition, technical documents delivered to the Government of Senegal counterparts and outreach to the Senegalese and international public must include branding with the USAID Identity. In all cases, the Contractor must utilize and tailor with project specific content the appropriate templates (www.usaid.gov/branding/templates.html) provided in USAID Branding. In addition, PFM Activity must adhere to the “External Communication” guidelines, as stipulated in the USAID Graphic Standards Manual. PFM will send all proposed communication and program materials, including press releases, brochures, articles, etc. targeting the general public to the TOCOR and Outreach unit for review and compliance with the approved Marking Plan prior to dissemination.

Furthermore, as stated in the USAID Graphic Standards Manual, PFM Activity studies, publications, websites, and all informational or promotional products not authored, reviewed, or edited by USAID must contain the following provision on the Title Page of any programmatic documents, websites, or other informational products:

This study / report / website (specify) is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents of this study / report / website (specify) are the sole responsibility of [the Contractor] and its

¹²USAID Identity can be found in USAID Graphics Standards Manual and Partner Co Branding Guide February 2020.pdf.

implementing partners and do not necessarily reflect the views of USAID or the United States Government.

Upon USAID approval, this Branding Implementation and Marking Plan must reflect the USAID Identity and above USAID provision must be proactively distributed and made readily available to all PFM Activity team members for full compliance with USAID branding guidelines throughout the duration of the project. In addition, the Activity must store templates on its web-based project management portal for ease of ongoing use by all PFM Activity members.

Publicizing the Project and Communication Tools

As the PFM Activity is a four year activity, publicity and communications tools for PFM Activity are essential in order to promote the visibility and value of U.S. foreign assistance in Senegal. Possible tools include press releases, press conferences, media interviews and campaigns, site visits, success stories, beneficiary testimonials, professional photography, Public Service Announcements (PSAs), social media, videos, webcasts, e-invitations, or other emails sent to group lists.

In addition, through the very nature of their work to supplement the monitoring and program management efforts of USAID/Senegal staff; and to verify, monitor and support USAID program performance in Senegal, PFM Activity management and component leads must facilitate promotion and awareness of the Activity as they communicate aspects of the project to the Senegalese, counterparts, and beneficiaries through interaction or use of these tools.

Generating Awareness through Milestones

Throughout the life of the Activity, key milestones and occasions are opportunities to highlight the benefits of U.S. foreign assistance. Such milestones may include new initiative launches, survey results, reports or studies, success story highlights, beneficiary as spokespeople features, products or locally produced crafts/goods promotions/marketing, ministry or local organization endorsements, final or interim reports promotion, project impact/overall results promotion, etc.

Marking Plan

Marking is how graphic identities/logos are applied to project materials or signage to visibly acknowledge contributors and identify organizations supporting the work. The PFM Activity must propose its methodology for meeting USAID marking requirements by detailing the activities, public communications, and commodities as well as other materials and other items that will be marked with the USAID Identity.

Anticipated Elements of Marking Plan

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by Contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. As stated in ADS 320.3.2, USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added. Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of Contractors or sub-contractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the

Principal Officer. The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.

Marking Requirements

The PFM Activity must adhere to the USAID policy that projects, activities, public communications, and commodities implemented or delivered under contracts and subcontracts funded by USAID are to be marked only with the USAID identity.

As stipulated in ADS Chapter 320: Branding and Marking, there are specific contract deliverables or performance requirements a Marking Plan must address, and the following subsections are delineated according to the sequence found in section 320.3.2.4 of the document.

Commodities or Equipment

The PFM Activity must seek specific guidance on marking requirements prior to procurement of commodities to be shipped, and as early as possible for project locations from the TOCOR to make sure that the commodities or equipment funded by USAID and provided under the Activity should prominently display the USAID Identity.

Project or Activity Sites

Project or activity sites financed by USAID contracts and provided under the PFM Activity, including sites that are physical in nature, must prominently display the USAID Identity. During implementation stages, temporary signs must be erected. Upon completion of implementation, the Activity must install a permanent, durable and visible sign, plaque or other marking (unless otherwise directed by USAID).

The Contractor must post appropriate USAID marking at our project office and at any room used for training functions. If it is anticipated that Contractor's advisors will share the office space of our host country counterparts, the project offices must display both the counterpart's logo and USAID's logo.

Public Communications

Public communications financed by USAID and produced by the PFM Activity must prominently display the USAID Identity. Public communications may consist of print products as well as audio, visual, or electronic communications and they serve as a communication tool between the project and the "public." For those communications between the Activity and USAID where the audience is strictly USAID, the USAID identity must be displayed.

The Contractor must utilize all possible public communications categories or products to display USAID Identity as stipulated in: ADS Chapter 320: Branding and Marking.

As USAID's goal is to develop a unique positioning for the USAID Identity and convey the message represented in its tagline "From the American People", this Activity must employ the USAID Identity where permissible whenever possible in its programmatic communications throughout the life of the Activity.

Project Events

Programmatic events financed by USAID and administered under the PFM Activity must prominently display the USAID Identity and in co-sponsored events, the USAID Identity must be used in conjunction with the logos of other host government or sponsoring entities (ADS 320.3.4.1 and 3.4.2).

Such programmatic events include, but are not limited to, the following:

- Training courses,
- Conferences,
- Seminars,
- Briefings,
- Exhibitions,
- Fairs,
- Workshops,
- Press conferences,
- Other public meetings and activities, and
- Invitations, press releases, and publicity as well as media materials, presentations, or handouts associated with these events.

Grants under Contracts

Grants under contracts, when authorized with ADS 302: USAID Direct Contracting, must be branded and marked like grants, and the policy directives and required procedures for branding and marking of assistance awards in section 320.3.3 of ADS Chapter 320: Branding and Marking and 22 CFR 226.91 apply.

Administrative Communications

The Contractor and its subcontractors must not use the USAID Identity on any communications that are strictly administrative, rather than programmatic, in nature. This may include, but is not limited to, correspondence with the cooperating government concerning contractor compliance with local law, such as the administration of tax, customs or other provisions. In these instances, where appropriate, The Contractor must use its corporate identity. In addition, PFM Activity must not use the USAID Identity in its communications related to award administration, such as hiring/firing staff or renting office space and/or equipment.

Commodities, Equipment and Project Vehicles

Any commodities or equipment purchased for the PFM Activity must prominently display the USAID Identity.

Any vehicle used by Contractor's Team for the purpose of project activities must bear the appropriate USAID Standard Graphic Identity.

Business Cards

The PFM Activity business card templates must not use the USAID Identity, in compliance with the USAID policy to prohibit the use of the USAID Identity on contractor and recipient business cards. Instead, the Activity must use a business card template based on Contractor's business cards, but rather than promoting the company must promote the Activity.

We opt to use the term "USAID Contractor" to illustrate that the employee is working on a USAID-funded activity and is not a USAID employee.

E-Mail Signatures

In line with the marking rules and regulations for business cards, the e-mail signatures of the Contractor and subcontractor employees working on the Activity must not include the USAID Identity. In addition, at PFM Activity's option, the term "USAID Contractor" may or may not be included for clarification purposes to any message recipient or group of recipients.

Marking Exceptions

The CO for PFM Activity in consultation with the COR, has authority to determine exceptions to marking as set in section 320.3.2.5 of ADS Chapter 320: Branding and Marking

Marking Waivers

In accordance with AIDAR 752.7009 MARKING (JAN 1993), the authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors where it is determined that USAID-required markings would pose political, safety, or security concerns or that it might have an adverse reaction in the cooperating country. In some instances, a blanket waiver by region or country could be implemented as well. Therefore, waivers need to be done on a case-by-case basis. Waivers of the Marking Plan, in whole or also in part, can be requested through the CO, with the COR assisting in processing a waiver request (or waiver requests).

Marking Implementation

These marking guidelines, upon USAID approval, as well as the PFM Activity marking and branding-compliant programmatic templates (reflecting the USAID Standard Graphic Identity and USAID provision) will be proactively distributed and made readily available to Activity contractors and subcontractors, for compliance with USAID marking guidelines throughout the duration of the Project.

Being a four-year Activity, these strategies encompass the duration of the PFM Activity; however, if USAID marking regulations or guidelines change during the Activity's timeframe, these proposed methodologies will also be subject to change.

The USAID Identity, comprised of the logo, brand mark and tagline "From the American People", raises the visibility of U.S. foreign assistance and further ensures people understand assistance is provided by U.S. taxpayers. Where appropriate, each of the PFM Activity's programmatic deliverables must carry that message in order to promote and help maximize exposure of USAID and U.S. government's assistance as a brand on a global basis.

In planning for PFM-sponsored occasions such as events, conferences, training or seminars, component team leaders (or their designees) must communicate any positioning of the USAID Identity or provision to the COR in order to obtain consent or make any necessary adjustments.

The PFM Activity must adhere to the "External Communication" guidelines, as stipulated in the USAID Graphic Standards Manual, in order to communicate its work. These guidelines appear below and reinforce USAID's commitment to building a brand and promoting that its assistance is from the American people including:

- Focus on U.S. assistance versus the Agency
- Stress that the assistance is from the American people
- Do not promote or "brand" bureaus and offices
- Do not develop multiple project logos that compete with the USAID Identity
- Promote USAID core technical areas of expertise
- Avoid jargon and acronyms
- Showcase success

Ultimately, it is USAID's intent and therefore the intent of the PFM Activity to communicate USAID's message that it has one Identity and one brand. The PFM Activity is just an extension supporting the Agency in its efforts.

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged. (b) Specific guidance on marking requirements must be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located. (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission

Directors. (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original must be retained by the Contractor.

D.3 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION & MARKING PLAN

The Contractor's Branding Implementation Plan/Marking Plan will be reviewed and approved by USAID and incorporated at the time of award execution.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

For electronic access to the full text of a FAR clause see <http://acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

Task order performance evaluation shall be performed in accordance with the PFM II IDIQ.

USAID inspection and acceptance of services, reports and other required deliverables or outputs will take place at the principal place of performance or at any other location where services are performed and reports and deliverables or outputs are produced or submitted. The TOCOR is delegated the authority to inspect and accept all services, reports and required deliverables or outputs in accordance with SECTION E of the PFM II IDIQ Contract. Acceptance of goods/services and reports or other deliverables by the cognizant COR for this Task Order must form the basis for payments to the contractor, and will form the basis of the contractor's permanent performance record with regard to this contract.

The TOCOR is authorized to accept the deliverables set forth under Section B.7 PAYMENT OF FIXED FEE. In the event that the TOCOR does not accept a deliverable, the TOCOR will provide a written explanation for the non-acceptance within 14 calendar days of deliverable submission by the Contractor, and the Contractor shall take the necessary corrective action and resubmit the deliverable to the TOCOR. In the event that the TOCOR does not communicate acceptance or non-acceptance of the deliverable within 14 calendar days, the deliverable shall be considered accepted, completed, and delivered, and the Contractor shall invoice for the fee amount per Section B.7 PAYMENT OF FIXED FEE. Any unpaid fee resulting from non-accepted deliverables shall be reprogrammed into other or additional deliverables as mutually agreed to between the COR and the Contractor or paid at contract completion.

E.3 PROGRAM PERFORMANCE EVALUATIONS

The Contract will undergo program performance evaluations twice during the period of performance, (separate from the annual Contractor Performance Assessment Reporting System (CPARS) evaluation as described in FAR Part 42) and in Section E.3. Under a separate mechanism, USAID expects to conduct an independent mid-term program evaluation scheduled near the end of the second year of the contract. The Contractor will be requested to provide input into the program evaluation and must be prepared to collaborate in the implementation of the program evaluation. USAID intends to conduct a final performance evaluation of PFM at the end of the contract. Unless agreed otherwise by USAID, funds for

evaluation are outside the budget for the Contract, and evaluation will be contracted with a third-party contractor. This evaluation will meet all the high-quality evaluation criteria as described in USAID's Evaluation Policy (available at: <http://www.usaid.gov/evaluation/policy>). The Contractor shall provide any documentation or other information required to assist with the evaluation or monitoring mission, and grant access rights

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

For electronic access to the full text of a FAR clause see <http://acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.242-15	STOP-WORK ORDER AUG 1989 ALTERNATE I	(APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)

F.2 PERFORMANCE PERIOD

The period of performance for this Task Order (TO) is **four (4) years** from the effective date of this Task Order.

F.3 PLACE OF PERFORMANCE

The place of performance of this task order is Senegal, in accordance to Section C.

F.4 PERFORMANCE MONITORING AND STANDARDS

Evaluation of the contractor's performance must be conducted for each task order in accordance with the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the task order, and the Contractor's compliance with all other terms and conditions of the IDIQ and task order. Each evaluation will be conducted jointly by the TOCOR and the TOCO, and must form the basis of the contractor's permanent performance record with regard to this Contract and task orders as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor's performance will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

(i) Technical (quality of product or service). (ii) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements). (iii) Schedule/timeliness. (iv) Management or business relations. (v) Small business subcontracting (as applicable). (vi) Other (as applicable) (e.g., late or non-payment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension, and debarments).

Evaluations will be tailored to the task order type, size, content, and complexity of the requirement.

F.5 REPORTS, AND DELIVERABLES OR OUTPUT

A. Projected Workload/Initial Planning

Performance Objectives and Reports Schedule		
Title	Due Date	Approver
Mobilization Plan	10 days after award	TOCOR
Annual Work Plan	60 days after award/ 30 days before the start of the fiscal year for subsequent years	TOCOR
AMELP	90 days after award/ 30 days before the start of the fiscal year for subsequent years	TOCOR
Quarterly Performance Report (QPR)	30 days after the end of each fiscal quarter	TOCOR
Annual Performance and Financial Report	Draft due 30 days before the end of the fiscal year <u>Final due 60 days after receipt of the draft report.</u>	TOCOR
weekly updates	Each week	TOCOR
Short Term Technical Assistance (STTA) Report	upon completion of the services of each STTA	TOCOR
Ad Hoc report	upon request	TOCOR
Foreign Assistance Framework (F) and other reports	upon request	TOCOR
Annual Report of Government Property in Contractor's Custody	30 days prior fiscal year end	TOCOR
List of upcoming events calendar	a week prior the end of the month	TOCOR

Special Analysis	upon request	TOCOR
Data and Adaptive Management	Upon Request	TOCOR
Quarterly Financial report	No later than 30 days after each quarter	TOCOR
Accruals	15 days before the end of each quarter	TOCOR
Annual Financial expenditures projection report	No later than September 10th	TOCOR
Security Plan	60 days after contract award	TOCOR
Other reports and Deliverables reporting	Upon Request	TOCOR
Demobilization Plan (close out plan).	Draft due nine (9) months prior to the contract end date.Final due six (6)months prior to contract end date.	TOCOR
Final Completion report	90 days after award completion	TOCOR
Grants Under Contract Manual	Draft manual 30 days after award; final manual 60 days after award	TOCOR
Gender, Analysis	180 days after award	TOCOR
Baseline Report	180 days after award	TOCOR
Sustainability Analysis	September 30 of year 3	TOCOR
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25.	TOCOR
Reporting of Foreign Taxes	April 16 of each year	TOCOR

QASP	30 days before the start of the fiscal year	TOCOR
Submission of Data Sets to DDL	30 days after the Dataset is first used	CO & TOCOR
Annual Report of Government Property in Contractor's Custody	Last day of fiscal year	TOCOR
Disposition Plan	Draft due nine (9) months prior to the contract end date. Final due six months prior to contract end date.	CO

Meeting preparation: for meetings held between the Contractor and USAID or implementing partners, all materials, including the detailed agenda and expected list of participants, must be submitted to the TOCOR at least three days in advance of the meeting. The Contractor must bring copies of the materials for the meetings for all meeting participants. For any meetings that have associated follow up actions, the Contractor must send an email summarizing the discussion and providing a timeline for follow up actions to the TOCOR within 24 hours of the meeting's conclusion.

B. Reports and Deliverables

In addition to the requirements set forth for submission of deliverables and reports in Sections C, I, and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit the following deliverables or outputs to the TOCOR. All reports and other deliverables must be in the English language, unless otherwise specified by the TOCOR. All reports must be submitted in soft copies per the approved format by USAID. All reports must be approved by USAID.

1. Annual Work Plan: Within the first 60 days of the effective date of the contract, the Contractor must submit the first annual work plan to the TOCOR for approval. This work plan will be for the first year of performance and will include guidelines for roles and responsibilities of USAID, implementing partners and the Contractor and the approval process for tasks under this contract. Annual work plans for subsequent years must align with the U.S. Government fiscal year and must be submitted 30 days prior to the end of the fiscal year. The Contractor must develop work plans collaboratively with the COR and must describe the deliverables and interventions required, including:

- Start-up, management and staffing plan (year 1 only);
- Proposed interventions and deliverables for the given year;
- Corresponding time frame for implementing the interventions and deliverables;
- Detailed budget for implementation;

- A systematic presentation of activities to be accomplished under the different components and subcomponents, on a monthly basis;
- The identification of any assumptions used in preparing the Implementation Plan, as well as suggested alternatives if necessary; and
- The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated.
- Information on how the interventions and deliverables will be implemented in a collaborative and coordinated manner with IPs and counterpart organizations;
- Proposed annual accomplishments and progress toward achieving outputs and outcomes;
- Monitoring and evaluation plan to monitor progress of this contract.

The TOCOR will facilitate reviews of the work plan between the Contractor and technical teams with the objective of enhancing collaboration and communication.

2. **Activity Monitoring, Evaluation and Learning Plan (AMELP):** The Contractor is required to submit an Activity Monitoring, Evaluation and Learning Plan (AMELP) to track and document progress against activity components. The AMELP must cover the entire project life cycle from the award date through the estimated completion date. The AMELP must reflect the award progress over the life of the project and it is considered a critical tool for planning, managing, documenting, and evaluating performance. The AMELP will be reviewed and validated annually and revised if appropriate. With regard to Collaborating, learning and adopting (CLA), the contractor must address:
 - How the products and result of collaboration will improve implementation approaches and development practice broadly
 - Approaches that improve USAID implementing partner's ability to respond to target groups' needs by using learning
 - How the application of learning will influence decision making, resource allocation, and contextual shifts
 - How to increase the efficiency of activity implementation

The AMELP will include:

1. A project brief and introduction about the project deliverables/results and explanation of various monitoring and evaluation (M&E) parts of the document;
2. A Results Framework (RF) detailing activity intermediate and sub-intermediate results related to the objectives described in the Contract;
3. The indicators that will be used to assess progress towards the project goals and intermediate

results;

4. Methodology and plan for data collection, review, analysis, reporting and internal control system, and the parties responsible for data collection and analysis. Indicators tracking table that includes all indicators with targets for various fiscal years, sex disaggregation, and baseline data.
5. The estimated cost associated with implementing the AMELP;
6. The Data Quality Assessment (DQA) plan and procedures; and
7. The Evaluation Plan and how the evaluation results will be used to inform Activity implementation;
8. Performance Indicators Reference Sheet (PIRS).
9. Strategies to integrate CLA into the implementation of the contract.

Timing: Within 60 calendar days after award, attached to the initial Work Plan.

Indicators

USAID/Senegal Mission expects the activity will contribute to the following Anticipated Results:

1. Transparency and public participation in the budget process improved
2. Efficiency of budget execution chain strengthened (including steering of the accounting reform) and GOS Tax administration capacity improved.
3. Internal and external control mechanisms strengthened

Higher-level Activity Outcome Indicators should reinforce Development Objective “*improved GOS effectiveness and accountability*” through, inter alia, *public financial management system strengthening and improved public accountability*.

The contractor must ensure integrated tracking of performance indicators by developing a Monitoring, Evaluation, and Learning Plan that incorporates outputs and outcomes for each activity component or objective. The plan will identify alternatives/additional indicators, the chosen methods to collect data in order to monitor and evaluate the progress and impact of program activities, and the schedule for monitoring and evaluation of activities. The contractor will gather and use baseline data in order to evaluate activity results. All data collected shall be sex-disaggregated and surveys and other monitoring and evaluation tools shall include questions to elicit information that allows differentiation of impacts based on gender as much as possible.

Examples of Illustrative Indicators:

Component 1: Improving transparency and public participation in the budget process

- PI-9: Public access to budget information

- Number of consultation sessions conducted with civil society organizations and academia to discuss the fiscal policy choice
- Open budget Survey score on Public Participation

Component 2: Improving budget programing, preparation, implementation efficiency and accounting reform management

- Percentage change in tax-to-GDP ratio
- PI-3: Actual revenue
- Number of staff trained who report using on cost and benefit analysis
- PI-16: Medium-term outlook on expenditure budgeting
- Service delivery targets are established and linked to the budget
- Yearly publication of long-term fiscal risks projections
- Budget circular includes a definition of gender budgeting
- Percentage performance report that include statements disclosing what gender responsive spending was compared to the budgeted amount
- PI-27: Integrity of financial data
- PI-29: Annual financial reports

Component 3: Strengthening internal and external control

- PI-25: Internal controls of non-salary expenditures;
- Number or percent of performance audit recommendations addressed within a year;
- PI-30: External audit.

3. Quarterly Performance Reports: The Contractor must submit quarterly (within 30 work days of the end of each USG Fiscal Year quarter -end of December, end of March, end of June, end of September) progress reports that include, but are not limited to:

- Brief outline of project purpose and project approach;
- Overall status of project progress towards project objectives (narrative);
- Status of overall Activity progress per the approved indicators as defined in the Project M&E Plan;
- Summary of completed activities and progress towards results under this award during the timeframe of the report;
- List of reports/deliverables completed in the reporting period;
- Explanation of quantifiable outputs of the tasks, if appropriate and applicable;

- Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities;
- Status of budget expenditures and analysis of any cost overruns or high unit costs (the contractor must immediately notify USAID of developments that have a significant impact on award-supported activities);
- Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation;
- List of major activities planned for the next quarter;
- Any relevant constraints or impediments that have affected or will affect Activity performance, including any terms and conditions contained in the award;
- Reasons why established targets were not met, if appropriate;
- Projected USAID approvals, waivers or deviation requests anticipated during the next quarter;
- An attachment with a list of Activity M&E indicators from GeoMIS that reflect progress against the indicators;
- The status of required audit processes including for sub-awardees, if applicable.

Regarding CLA, the contractor must address:

- The products and results of collaboration that improve implementation approaches and development practice broadly;
- Increased ability of USAID implementing partner to respond to the needs of target groups by using learning;
- Instances of learning applied to influence decision making, resource allocation, and contextual shifts;
- Increased efficiency in activity implementation.

The TOCOR will facilitate meetings between technical teams and IPs to discuss the quarterly and annual status reports to ensure collaboration and communication.

4. Annual Performance Reports: The contractor must submit within the 90 days after the end of the fiscal year an Annual Report which reflects the structure of the annual work plan. Annual is defined according to the U.S. Government's fiscal year: October 1st to September 30th. The report must cover all of the items included in the quarterly reports, with a focus on Activity results over the entire fiscal year. The report must:

1. Describe overall performance against targets during the fiscal year, and why targets were not achieved or why they were exceeded. Discuss problems and challenges and lessons learned, and how they may affect-out year planning, and how the Contractor plans on overcoming them.
2. Provide illustrative activities to demonstrate whether goals are being achieved, in the context of the overall goals of the project.
3. Identify prospects for achieving longer term impact where applicable.
4. Discuss critical gender and women empowerment activities and/or dynamics over the year. What gender factors were critical to achievement of results in the year? How were these gender factors addressed? What accomplishments were achieved during the year?
5. Discuss status of environmental compliance (if relevant) and actions to be taken in the subsequent year to assure compliance.

6. Discuss partnerships established and collaborative efforts with stakeholders including civil society, private sector, GOS and other development partners.
7. Discuss sector analytical work, evaluations and assessments over the year and how recommendations are being used to improve project performance.
8. Discuss status of supporting documents for information reported in the year. Supporting documents must be easily accessible, verifiable and time-specific. Supporting documents must correspond with data collection methods in the project's PMP and are subject to audit.
9. Discuss efforts, challenges and successes, in addressing the sustainability and scalability of core interventions.

With regard to CLA, the contractor must address:

- The products and results of collaboration that improve implementation approaches and development practice broadly.
 - Increased ability of USAID implementing partner to respond better to the needs of targeted entities by using learning.
 - Instances of learning applied to influence decision making, resource allocation, and contextual shifts.
 - Increased efficiency in activity implementation.
5. **Weekly Updates:** The Contractor must submit weekly updates. The objective of this one-page updates is to show a snapshot of key activities and accomplishments, and a look ahead, so that management is apprised of current interventions as well as provide updates on key political, economic, and stability conditions.
 6. **Short-Term Consultant Reports and Technical Reports:** Upon completion of the services of each short-term consultant, the Contractor must submit for TOCOR's information the report generated by the consultant summarizing the activities, accomplishments, and recommendations of the consultant. Reports must be branded as a USAID report, must include executive summaries, and must clearly show the relevance and linkage of the consultant's activities to the overarching purpose of the activity.
 7. **Ad-Hoc Reports:** The contractor must fulfill all requests from the TOCOR regarding Agency, Congressional, or Presidential inquiries. As necessary, programs will illustrate the outcome result of any/all activities. As applicable, any special reporting requirements will be communicated to the contractor well in advance.
 8. **Foreign Assistance Framework ("F") and other Reporting:** The Contractor must provide input to the Mission's annual Operational Plan (OP) upon TOCOR requests, and to the Mission's Performance Plan and Report (PPR). The purpose of the Mission's Operational Plan completed each spring is to set targets for results projected for the following fiscal year. The purpose of the PPR, completed each fall, is to capture results achieved by USAID/Senegal during the prior fiscal year and report against targets that were outlined in the OP.
 9. **Inventory Report - Annual Nonexpendable Personal Property Report:** The Contractor must submit a list of non-expendable equipment in the form of an Inventory Report on an annual basis. The Inventory Report must be submitted to the TOCOR and to the TOCO within thirty (30) days prior to the end of every year. All purchases must be in accordance with the terms and conditions

outlined in AIDAR 752.245-70 and FAR 52.245. This report must be submitted to the TOCOR as part of the Final Report.

- 10. Upcoming Events Calendar:** The Contractor must provide USAID a listing of upcoming events; scheduled training; and important meetings with public officials, donor agency representatives or other USG officers. One week prior to the end of every month, the Contractor must provide a complete list of upcoming activities for the upcoming month.
- 11. Special Analysis:** The Contractor may be required to submit a short policy analysis or briefing paper, explaining legal or policy developments and their implications on program implementation. The Contractor will also provide findings of any specific needs assessments or evaluations conducted during the award period. Examples could include political economy, youth, gender, or conflict analyses.
- 12. Data for Adaptive Management:** In order to support adaptive management for improved results, USAID may request special reporting of key indicators or findings from operational research or pilot activities. Such reporting might require special disaggregation or more frequent reporting of key indicators to identify trends. The format for these reports will be jointly established by the COR and the Contractor.
- 13. Information Dissemination:** The Contractor is responsible for disseminating findings and lessons learned PFM activities completed under this contract. This may include, but is not limited to: facilitation of workshops, production of communication materials, and, periodic sharing of summary bulletins with USAID, implementing partners, host country partners, donors, media, and other stakeholders as relevant.
- 14. Financial Reports:** Financial reporting consists of:
 - Quarterly Financial Reports* – The Contractor must submit a quarterly expenditure report for approval by the TOCOR, not later than 30 calendar days after the end of each fiscal year quarter. The quarterly expenditure reports must include, at a minimum, the obligations to date, the approved budget, expenditures to date, and the balance remaining. This report must be against the Contract line items. On TOCOR request, the report may also be broken down by sector activity (as necessary).
 - Accruals* – USAID performs a quarterly accrual exercise at the end of each fiscal year quarter. The Contractor is required to submit quarterly accrual expenditures reports 15 days before the end of each quarter.
 - Annual Financial Reports* – The fourth quarter (July – September) Quarterly Financial Report will constitute the Annual Financial Progress Report.
 - Annual Financial Expenditure Projection Report* – The Contractor must submit this report each year of this award no later than September 10th. The report must provide a projection of expenditures for the upcoming fiscal year broken out by fiscal quarters. Fiscal quarter expenditure projections will be updated as necessary.
- 15. Security Plan.** The Contractor must submit a security plan for USAID records (not for approval or endorsement). The final plan is due within 60 days of contract award.

- 16. Other Reports and Deliverables:** Produce, as needed, short information reports using data generated through the contract to meet special needs reporting. This may include reporting on cross-cutting issues or on other high-profile reporting needs as defined. Information will be made readily available to USAID/Senegal personnel allowing staff to respond to requests for information.
- 17. Closeout and Demobilization Plan.** Within 9 months prior to the contract completion date the Contractor must submit a Close-Out/Demobilization Plan for TOCOR approval. The Plan must include, at a minimum, a proposed Property Disposition Plan (to be approved by the TOCO); a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for completing all required actions in the demobilization plan.
- 18. Final Completion Report:** The Contractor must prepare and submit to the TOCOR a final completion report which summarizes the accomplishments of this contract, methods of work used, and recommendations regarding unfinished work and. The final completion report must also contain an index of all reports and information products produced under the contract. The Contractor must submit the report within 90 days after the estimated completion date of this contract. The depository will be organized in a user-friendly system, easy to handle and to search through. All electronic and web-based data depositories developed under this contract must also be fully transferred to USAID/Senegal upon completion of the contract.
- 19. Grants Under Contract (GUCs) Manual:** The contractor shall develop a Grants Under Contracts Manual that adheres to all pertinent USAID regulations (including selection criteria, competition, cognizant Contracting Officer/Contracting Officer's Representative approvals, etc.). A draft manual will be submitted 30 days, and the final copy 60 days after the award.

The contractor shall comply with all applicable USAID policies, procedures, regulations, and provisions set forth in the contract and ensure:

- sufficient time to complete grantee audits as applicable,
- sufficient time for the grantee to submit a final report to the contractor, and
- sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract close-out.

All grants must be closed out no later than the end date of the contract.

USAID Approval of Grantees: The Contractor shall coordinate with USAID with respect to the establishment of selection criteria for grantees, such that USAID shall have substantial involvement in the establishment of the selection criteria. Before awarding a proposed grant, the Contractor must receive the prior written approval of USAID, including USAID approval as to (1) the identity of the proposed grantee, (2) the amount of the proposed grant, and (3) the nature of the grant activities.

Right of USAID to Supersede Contractor Decisions: Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this contract, USAID retains the right, at all times hereunder, through the Contracting Officer,

to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement. USAID reserves the right to rescind its approval for any grant issued by the contractor, and each grant must give the contractor and USAID the right to terminate the grant unilaterally in extraordinary circumstances, at USAID's request.

Records Retention: The Contractor will act as custodian for USAID of all records relating to

grants under the Contract. The Contractor will preserve all records with respect to its grantmaking (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be available at all times to the Contracting Officer Representative USAID and the Comptroller General shall have full access to all documents, papers and other records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

- 20. Gender Analysis:** In accordance with USAID's recognition of the importance of gender issues in development, this contract will address gender issues. Upon Activity startup, the contractor will conduct a Gender analysis necessary for effectively strengthening the public financial management system and increasing revenue mobilization. The Contractor will also take into account recommendations made in the 2020 USAID/Senegal gender assessment as well as the Women's Development and Prosperity (W-GDP) Initiative. The findings will be integrated into the Annual Work Plan proposed activities and will be part of the baseline setting. The contractor should also be aware that USAID may conduct additional research through external actors on gender and adaptation as part of Activity implementation. The contractor should be prepared to collaborate with and facilitate the work of these external actors

21. Baseline Report

USAID/Senegal implemented a pilot PFM Activity to support internal control strengthening and demand-side fiscal transparency. In addition to that various PFM assessment conducted by Government of Senegal in collaboration with donor: Public Expenditure Financial Accountability (PEFA), Public Investment Management Assessment (PIMA), final stages of formulating a Domestic Revenue Mobilization Strategy informed by input from Tax Administration Diagnostic Assessment, A new PFM reforms Strategy. The latter and existing literature will inform the baseline report. The Contractor is expected to use existing reports to formulate a baseline report and submit it within 180 days after award.

22. Sustainability Analysis

The contractor is expected to conduct a sustainability analysis near the end of the third year. The analysis should show the level of continuity of delivery of Activity interventions and/or services, changes stimulated and new initiatives caused by the activity outside the life of the project, such as sustainable voluntary tax compliance behavior change and diversified tax and non-tax revenue sources, etc. The Final Analysis shall be submitted on September 30 of Year 3 of the project.

23. Quarterly VAT reports

All imports and expenditures under this contract by the Contractor and by non-local subcontractors are exempt from Value-Added Tax (VAT) and Customs Duties imposed by the GOS. The GOS does not permit tax exemption at the point of sale. Therefore, the Contractor must budget and bill USAID for expenses inclusive 18% VAT.

The Contractor must submit original VAT tax invoices/receipts, original certified summary (using a format provided by USAID) and 1 copy of all documents to USAID by the 25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25.

USAID will seek a VAT refund from the Government of Senegal. The refund will not be returned to the Contractor. The Contractor is responsible for ensuring that subcontractors and grantees comply with this requirement. All VAT claims, for the Contractor, subcontractors and grantees, must be submitted to USAID through the prime Contractor.

The USAID point of contact for submission of quarterly VAT information is mosy@usaid.gov Office of Financial Management, USAID/Senegal.

24. Reporting of Foreign Taxes

The Contractor must annually submit a final report on foreign taxes by April 16 of the next year.

25. Quality Assurance Surveillance Plan

At a minimum, the QASP must clearly and explicitly align with a proposed causal model and the Results Framework of the CDCS, identify appropriate activity indicators for each level of the results framework, show data sources, and describe how data will be collected/collated/acquired, analyzed, and presented to regularly inform performance. The plan will identify core indicators for every result and intermediate result/outcome and provide preliminary five-year performance indicator targets for these core indicators. Core indicators and performance targets will be reviewed periodically. The QASP will effectively track activities' inputs and outputs and achievement of performance outcomes over the contract's life.

The QASP must meet program monitoring and reporting needs in line with the Mission's CDCS as well as other reporting needs and requirements.

With regards to Collaborating, Learning and Adapting (CLA), the Contractor must address:

- How the products and result of collaboration will improve implementation approaches and development practice broadly.
- Approaches that improve USAID implementing partner's ability to respond to target groups' needs by using learning.
- How the application of learning will influence decision making, resource allocation, and contextual shifts.
- How to increase the efficiency of activity implementation.

26. Submission of Data Sets to Development Data Library

The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

F.6 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) Are generated during the life cycle of development assistance programs or activities.) The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards. (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/recordsmgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

F.8 TECHNICAL PROFESSIONAL LEVEL OF EFFORT

The Contractor will devote a total 48-month level of effort of professional technical direct employee, consultant, or subcontractor professional technical labor for the estimated period specified in the Section F.2 Period of Performance, above.

The level-of-effort person-days total listed above are strictly for professional **technical** personnel. Other professional non-technical effort including: administrative, project support, procurement, engineering, and construction oversight efforts are not included in the above. Once the level of effort has been fully

expended, this contract is complete.¹³

Approvals, technical orders or other direction from the USAID COR do not constitute authorization to increase the total LOE for this Contract. The Government is not obligated to reimburse the Contractor for any actions which increase LOE unless such actions have been authorized in writing by the Contracting Officer.

F.9 KEY PERSONNEL

- a. The contractor will be responsible for proposing key personnel, as defined in ADS 302.3.5.4, in performance of this Task Order.
 - b. Prior to replacing any key personnel, the contractor must notify both the USAID Task Order Contracting Officer and the TOCOR within a reasonable period of time and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No replacement of key personnel will be made by the contractor without the written consent of the Task Order Contracting Officer.
 - c. The personnel specified above are considered essential to the work being performed hereunder. The key personnel positions which the Contractor must furnish for the performance of this contract are as follows:
 1. Chief of Party (expatriate)
 2. Deputy COP, Public Sector Management specialist (national staff)
 3. Senior M&E Specialist (national Staff)
 4. Finance and Administration Director (national staff)
- (a) The above key personnel must be qualified professionals in their respective fields with relevant and significant experience, background and education. Additionally, each key personnel must possess strong relevant technical expertise (for each particular position) and demonstrated successful performance in similar positions under projects of similar size, nature, complexity and country context.
- (b) The Key Personnel team must have complementary skill sets and technical expertise, balancing the need for overall management and technical direction. All Key Personnel must possess excellent interpersonal skills, excellent communication skills (verbal and written), outstanding management skills (including ethical management), resourcefulness, flexibility, and creative problem-solving skills.

The Chief of Party (COP 100% LOE) is the leader of the team, responsible for overall implementation, results and management. It is his/her responsibility to guide and/or redirect the focus of individual tasks of the activity to achieve the results in response to rapidly changing conditions or

¹³ For example, effort proposed for a Monitoring & Evaluation Specialist or the Gender Specialist will be considered professional technical personnel, while a Grants Officer or Procurement Officer will be considered professional non-technical personnel.

opportunities. S/he is the team's chief interlocutor with USAID and is responsible for establishing and maintaining constructive working relationships with stakeholders spanning the public sector, private sector, and civil society in Uganda and with other development partners and USAID implementers. The COP is the final authority for the contractor on management issues including staff, logistics, financial accounting, and security.

The COP must meet the following requirements:

- Graduate degree in economics, public finance, public administration, law, or other relevant field is required. If a candidate possesses exceptional relevant experience but lacks a graduate degree, the concerned experience will be considered.
 - Fifteen (15) years of international development experience, principally working with the public sector.
 - Prior experience as a Chief of Party is strongly preferred.
 - Direct experience with managing and implementing PFM activities of similar scale and complexity in a developing or transition country, preferably in West Africa.
 - Technical expertise in PFM, public service delivery, and fiscal decentralization highly desired.
 - The ability to write and speak fluently in both French and English is required.
 - Strong ability to prepare professionally written and organized reports and presentations in English.
 - Familiarity with USAID reporting and operations requirements.
- (c) The Public Sector Management (deputy COP) (100% LOE) provides technical leadership on legal, institutional, procedural, regulatory, and capacity-building issues that result in demonstrable successful implementation of result-based budgeting approach in targeted public entities as well as improvement in public accountability. The incumbent must have 12-years of international development experience.

The DCOP must meet the following requirements:

- Graduate degree in public finance, economics, public policy, or business administration. If a candidate possesses exceptional relevant experience but lacks a graduate degree, the concerned experience will be considered.
- Twelve (12) years of international experience implementing USAID or similar type's of activities.
- Substantial international development experience, including substantial experience working with public sector, private sector and civil society stakeholders in a developing country context.
- Direct experience with managing and implementing donor-funded public financial reforms activities of similar scale and political complexity.
- Demonstrated ability to lead teams to achieve development outcomes and business results.

- Strong command of result-based budgeting reforms, as well as tax and revenue administration concepts and practices.
- Ability to prepare professionally written and organized reports and presentations in English and French.

(d) The Director of Finance and Administration (100% LOE) is responsible for overseeing operations for all activity offices in Senegal. This includes human resources, accounting and finance, and records. This individual will be responsible for managing the contract budget and preparing financial reports for submission to USAID. S/he will ensure funds expended are compliant with USG regulations and policies. S/he will implement fraud mitigation practices and ensure systems and processes are implemented effectively to support implementation of the award. The incumbent must have seven years of international development experience.

The Director of Finance and Administration must meet the following requirements:

- Bachelor's degree in Accounting, Business Administration or related field.
 - A minimum of seven (7) years of experience managing, in increasing roles of responsibility, finance, procurement, contracts management, construction, logistics and/or human resource related matters for international development activities of similar dollar value.
 - Demonstrated supervisory experience.
 - Familiarity with USG financial reporting and compliance requirements
 - Experience in managing donor funded procurements and subcontracts/grants.
- (e) The Monitoring and Evaluation (M&E) Specialist, S/he is critical for the successful implementation of this activity. The Contractor is expected to hire an experienced M & E. Such a person will be responsible for carrying out and implementing the activity's M&E system as well as incorporating lessons learned from activity implementation. S/he will develop monitoring, evaluation and reporting systems and include appropriate indicators, baseline data, targets and a plan to evaluate performance and produce timely, accurate and complete reporting. S/he will also ensure that the M&E system is used as an adaptive management tool to improve activity performance, and as a means to communicate with stakeholders the progress and value of the activity.

The M&E Specialist must meet the following requirements:

- Graduate degree in economics, statistics, monitoring and evaluation, or other relevant field. In circumstances where a candidate possesses exceptional relevant experience but lacks a graduate degree, relevant post-education experience will be considered
- Five years of experience working in monitoring and evaluation, including data quality assurance; analysis of reporting; and best practices in data dissemination and data usage preferably in a developing world context.
- Substantial international development experience, including substantial experience working on donor-development partner-funded activities.

- Experience in performance monitoring, including indicator development, data collection and reporting, preferably for USAID-funded projects
 - Familiarity with PEFA approach as well as with indicators related to performance management of PFM system
- (f) The Contractor must ensure that, overall, key personnel complement each other's skills and qualifications in a manner that will result in a strong qualified key personnel team. This applies in particular to the experience of managing staff and projects in the components described in the SOW.
- (g) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the contractor must immediately notify the USAID Contracting Officer (CO) and USAID Contracting Officer's Representative (COR) reasonably in advance of any Key Personnel's departure and the reason(s) for the departure. The Contractor will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Any proposed substitutions for key personnel must possess the same level of qualifications or higher as the individual being replaced. No replacement of key personnel will be made by the Contractor without the written approval of the Contracting Officer.
- (h) The Contractor is responsible for providing key personnel for the term required. Failure to provide key personnel at any time during the period of performance may be considered non-performance by the Contractor. The Contractor must take steps to immediately rectify this situation and must propose a substitute candidate with sufficient information and justification to permit evaluation of the impact on the activities and budget.

F.10 WORK WEEK

The contractor must work five days in a week up to 40 hours of work in a week. However, a 6-day workweek is allowed for the short-term expat consultants. No overtime or premium pay is authorized under this Contract.

- (a) The length of the contractor's U.S. workday must be in accordance with the Contractor's established policies and practices and must not be less than 8 hours per day and forty (40) hours per week.
- (b) The length of the workday for individuals providing/performing services overseas must coincide with the workday for employees of the USAID Missions. Unless otherwise specifically authorized in advance and in writing by the CO, the work-week for individuals providing services overseas must be forty (40) hours per week.
- (c) Short-Term Technical Assistance (STTA) - A six (6) -day work-week is hereby authorized for TCN and international short-term technical assistance, with no premium pay.
- (d) On special occasions when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five (5) -day workweek, a six (6) -day workweek may be authorized. The Contractor must document these instances and inform the COR with a copy to the Contracting Officer.

[END OF SECTION F]

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 TASK ORDER CONTRACTING OFFICER'S AUTHORITY (TOCO)

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

G.2 ADMINISTRATIVE TASK ORDER CONTRACTING OFFICE

The Administrative Task Order Contracting Office is:

Regional Office of Acquisition and Assistance (OAA)
USAID Senegal
United States Embassy
Dakar

G.3 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR)

The Task Order Contracting Officer's Representative will be appointed by the Task Order Contracting Officer prior to the time of award and designated here.

The resulting contract will be managed by the Democracy Governance Rights Governance and Peace (DRGP) Office. The USAID/Senegal DRG Specialist will function as the TOCOR for this contract, The TOCOR in coordination with the Director of the Program Management Office, will assume responsibility for the following:

- Management oversight and key personnel concurrence;
- Annual work plan approval;
- Quarterly reports review and approval; and
- Monitoring and program support services reports review and approval.

G.4 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034—Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES

[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt. vouchered to date	Amt. vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) *Local currency payment.* The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided

to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract. (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer, which are required by the provisions of this contract, shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

(3) Maintain all liaison and direct communications with the contractor. Written communications with the contractor and documents must be signed as "Task Order Contracting Officer's Representative" with a copy furnished to the TOCO.

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

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

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

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

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

(d) In the separately issued TOCOR designation letter, the TOCO designates an alternate TOCOR to act in the absence of the designated TOCOR, in accordance with the terms of the letter.

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

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

(g) In case of a conflict between this contract and the TOCOR designation letter, the contract prevails.

G.6 INVOICES/PAYING OFFICE

(a) The Contractor will make an electronic submission of one (1) original of each invoice on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Financial Management Office, USAID/Senegal. One copy of the voucher and the invoice must also be submitted to the TOCOR.

Submit invoices to the Regional Financial Management Office, USAID/Senegal to this address:

dakar-usaid-ofm-pay@usaid.gov

USAID/Senegal

US Embassy Dakar

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

(b) A request for payment is not considered properly submitted unless the claim (SF 1034) has been properly prepared and is accompanied by all required supporting documents. Payment will be made per the Contract terms, in US Dollars, after acceptance of the Contract deliverables by the TOCOR. The Contractor must simultaneously electronically forward a copy of the signed voucher, supporting documents and invoice to the TOCOR.

c) The voucher form shall be accompanied by the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

G.7 ACCOUNTING AND APPROPRIATION DATA

[TO BE INSERTED AT AWARD]

G.8 CONTRACTOR’S PRIMARY POINT OF CONTACT

The contractor’s primary point of contact for this award is:

Name: _____
Title: _____
E-mail: _____
Phone: _____

[To be completed by the contractor]

[END OF SECTION G]

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 IDIQ CLAUSES

All clauses of the IDIQ are incorporated by reference. If any clause incorporated by reference from the IDIQ conflicts with a specific clause in this task order, the task order clause takes precedence unless the legal order of precedence prohibits it. Contractors are required to perform in accordance with all requirements set by the IDIQ and the task order. It is the Contractor's affirmative duty to confirm with the task order CO if there is a question over the applicability of a clause; failure to do so could render costs unallowable, incur negative performance evaluations, or create a termination for cause or any other allowable remedy under the terms of the task order and IDIQ.

H.2 GENERAL GRADE LEVEL GUIDES

The General Grade Level Guides presented on the following pages have been prepared as guidance in determining the grade levels of positions for which no classification standards exist. The Guides should be used in classifying such positions in conjunction with standards for other positions considered to have characteristics in common with the position to be classified. For example, in classifying an administrative assistant or administrative specialist position, it would be logical to examine standards for positions within the administrative area, e.g., budget and fiscal, procurement, supply, etc. In classifying professional positions, it would be logical to examine standards for professional positions. The Guides define the level of work appropriate to each grade, indicate the language, education, and experience desired or required of incumbents of positions at that grade, and indicate the occupations for which standards have been prepared at each grade.

Foreign Service National (FSN) -1

This is the entrance level for routine, unskilled types of work. It includes the most routine custodial and manual positions found at this level. Most positions require no more than Level 1 English ability (rudimentary knowledge). Classification standards depicting the FSN-1 level have been prepared for: Janitor/Janitress; Laborer; Watchman etc.

FSN-2

This level includes positions the duties of which are to perform entrance level trade or craft tasks, manual positions involving routine maintenance of vehicular equipment, operation of simple, low pressure heating plant equipment, and entrance level clerical positions performing simple filing, record keeping, and mail sorting. Up to six months of experience is desirable. Most non-clerical positions require little formal education and no more than Level 1 English ability (rudimentary knowledge). Some secondary school education is desirable for the clerical positions. Level 2 English ability (limited knowledge) is sufficient for most clerical positions at this grade. Classification standards depicting the FSN-2 level have been prepared for: Duplicating Equipment Operator; File Clerk; Gardener; Guard; Heating Plant Operator; Janitor Supervisor; Mail Clerk; Motor Vehicle Serviceman; Trades Helper; Warehouseman, etc.

FSN-3

This level is characterized by the performance of semi-skilled trades and crafts duties and routine clerical duties. It is the intermediate level (between the entrance level and full performance or skilled journeyman level) for trade and craft positions. In addition to semi-skilled trade and craft positions, other manual

positions involve operation of the simpler utilities equipment and driving an automobile as a motor pool chauffeur. Clerical positions involve routine clerical duties such as records maintenance, working at a telephone switchboard, and/or typing a variety of narrative and tabular material. Elementary school education is desirable for manual positions and secondary school education is desirable for clerical positions. Manual positions require Level 1 (rudimentary knowledge) to Level 2 (limited knowledge) English ability and clerical positions require Level 2 to Level 3 (good working knowledge) English ability. Up to one year of experience is required for both manual and clerical positions at this level. Classification standards depicting the FSN-3 level have been prepared for: Automotive Mechanic; Boiler Operator; Chauffeur; Clerk Typist; Distribution Clerk; Operator; Guard; Mail Clerk; Maintenance Man; Mechanic; Offset Press Operator; Power Plant Operator; Receptionist; Sewage Disposal Plant; Telephone Operator; Water Plant Operator, etc.

FSN-4

This is the full performance or skilled journeyman level for trade and craft positions. Employees at this level must be able to perform the full scope of their positions with a minimum of supervisory guidance. Clerical positions require familiarity with office practices and procedures and the ability to follow through in order to obtain the required results. They also must exercise judgment and apply pertinent regulations. Completion of secondary school, one to one and one half years of experience, and Level 3 (good working knowledge) of English is required for clerical positions at this level. Trade and craft positions require completion of an apprenticeship, vocational training, or experience recognized as producing journeyman level skills and one to one and one-half years of experience at the journeyman level. Level 1 English ability (rudimentary knowledge) is sufficient for most manual jobs, although a few positions may require a Level 2 (limited knowledge) English ability. Completion of elementary school is required. Classification standards depicting the FSN-4 level have been prepared for: Automotive Mechanic; Automotive Mechanic (Body & Fender); Boiler Operator; Clerk; Chauffeur; Clerk Stenographer; Clerk Typist; Dispatcher; Distribution Clerk; Federal Benefits Clerk; Furniture Repairman; Guard; Guard/Receptionist; Locksmith; Machinist; Mail Clerk; Maintenance Man; Mechanic (Building Trades); Office Machine Repairman; Offset Press Operator; Passport and Citizenship Clerk; Power Plant Operator; Procurement Clerk; Receptionist; Refrigeration and Air-Conditioning Mechanic; Special Consular Services Clerk; Supply Clerk; Telephone Installer & Repairman; Telephone Operator; Teletype Operator; Upholsterer; Visa Clerk; Voucher Examiner, etc.

FSN-5

Clerical positions at this level involve the performance of responsible work requiring the exercise of judgment, knowledge of a specialized subject matter and the regulations pertaining thereto. Journeyman level clerical positions in various program areas are at this level. Manual positions are working supervisors of three to six skilled and semiskilled employees in trade and craft positions. Manual positions require some secondary school education, plus an apprenticeship, vocational training or experience recognized as providing journeyman level skills, and one and one-half years of journeyman and six months of supervisory experience. Level 2 English ability (limited knowledge) is sufficient for most manual positions, but a few require Level 3. Level 3 English ability (good working knowledge), and one and one-half to two years of experience is required for most clerical positions. Classification standards depicting the FSN-5 level has been prepared for: Accounts Maintenance Clerk; Automotive Mechanic Foreman; Cashier (Consular); Central Office Telephone Mechanic; Clerk Stenographer; Consular Investigations Clerk; Distribution Clerk Federal Benefits Clerk; Guard Supervisor; Library Clerk; Library Clerk (LOC); Mail Supervisor Maintenance Foreman; Medical Technician; Participant Training Clerk; Payroll Clerk; Personnel Clerk; Program Clerk; Purchasing Agent; Receptionist; Secretary; Security Clerk; Shipment Clerk; Special Consular Services Clerk; Supply Clerk; Telephone Supervisor; Teletype Mechanic;

Teletype Operator; Travel Clerk; Utilities Foreman; Visa Clerk; Voucher Examiner; Work Control Clerk, etc.

FSN-6

This is the senior or top clerical level involving the performance of the most difficult clerical work requiring the exercise of judgment, knowledge of a specialized subject matter, and the application of extensive rules and regulations. Included also in this class are supervisors of clerical positions and secretaries to American officials performing major functions. Manual positions are supervisors of established units of from eight to fifteen skilled and semi-skilled employees, and have continuing management responsibility for the efficient use of equipment, materials, and manpower. Manual positions require some secondary school education, plus vocational training, an apprenticeship or experience recognized as producing journeyman level skills and one and one-half years of journeyman level skills and supervisory experience. Level 2 English ability (limited knowledge) is required for most manual positions but a few require Level 3. Clerical positions require completion of secondary school, two to two and one-half years of experience, and Level 3 English ability (good working knowledge). Classification standards depicting the FSN-6 level have been prepared for: Accounts Maintenance Clerk; Distribution Record System Clerk; Audio Visual Technician; Automotive Mechanic Foreman; Cashier; Clerk Stenographer; Commercial Clerk; Customs Expediter; Distribution Supervisor; Guard Supervisor; Language Instructor Circulation/Reference); Library Assistant (Technical Services); Library Clerk (LOC); Maintenance Foreman; Maintenance Inspector; Medical Technician; Motor Pool Supervisor; Nurse; Participant Training Clerk; Payroll Clerk; Payroll Liaison Clerk; Personnel Clerk; Program Clerk; Secretary; Shipment Clerk; Storekeeper; Telephone Supervisor; Teletype Supervisor; Utilities Foreman; Visa Clerk; Voucher Examiner, etc.

FSN-7

This level includes junior assistant positions in administrative, technical, and program areas including AID, USIS, FCS, FAS, and other associated agency program areas. Such positions require a good general knowledge and application of the policies and procedures, rules and regulations of a particular subject matter area, or substantive knowledge of that area, and work under general instructions with work reviewed for accuracy of results. This level also includes supervisors of clerical functions of substantial size, and employees in charge of the maintenance function at small posts. The secretary to the ranking official of a large consulate or associated agency mission is also placed in this level when the official has no American secretary. In addition to completion of secondary school, some additional technical or collegiate education is desirable. From one to three years of experience, and Level 3 English ability (good working knowledge) are required. Classification standards depicting the FSN-7 level have been prepared for: Accounting Technician; Arts and Graphics Assistant; Audience Record System Assistant; Audio Visual Technician; Budget Analyst; Cashier; Commercial Assistant; Consular Investigations Assistant; Cultural Affairs Assistant; Distribution Assistant; Economic Assistant; Engineering Draftsman; Federal Benefits Assistant; Information Assistant; Language Instructor; Librarian (LOC); Maintenance Supervisor; Passport and Citizenship Assistant; Payroll Supervisor; Personnel Assistant; Political Assistant; Protocol Assistant; Purchasing Agent; Reference Librarian; Secretary; Shipment Assistant; Shipment Assistant (POV); Special Consular Services Assistant; Supervisory Voucher Examiner; Technical Services Librarian; Translator; Travel Assistant; Visa Assistant, etc.

FSN-8

This is the fully qualified level for assistant positions in administrative, technical, and program areas including AID, USIS, and other associated agency program areas. The difficulty of the work performed

requires considerable experience and training and a thorough knowledge of policies, procedures, rules and regulations, and/or extensive subject matter knowledge in a particular field. Employees are expected to resolve most problems and execute assignments with supervision limited primarily to the review of end product results. The secretary to the ranking officer of a very large consulate or associated agency mission is also placed in this level when the official has no American secretary. These positions require completion of secondary school, and some collegiate or technical training is desirable. Two to four years of experience is necessary. Level 3 English ability (good working knowledge) is required. Classification standards depicting the FSN-8 level have been prepared for: Accounting Technician; Art and Graphics Assistant; Distribution Record System Assistant; Budget Analyst; Cashier; Commercial Assistant; Consular Investigations Assistant; Cultural Affairs Assistant; Development Loan Assistant; Distribution Assistant; Economic Assistant; Federal Benefits Assistant; Information Assistant; Librarian (LOC); Maintenance Supervisor; Nurse; Participant Training Assistant; Passport & Citizenship Assistant; Payroll Supervisor; Personnel Assistant; Procurement Agent; Program Assistant; Protocol Assistant; Reference Librarian; Scientific Affairs Assistant; Security Investigator; Shipment Assistant; Special Consular Services Assistant; Supervisory Audio Visual Technician; Supervisory Language Instructor; Supervisory Voucher Examiner; Supply Supervisor; Technical Services Librarian; Travel Assistant; Visa Assistant, etc.

FSN-9

This is the senior assistant level for technical and administrative management positions. No supervisory technical positions at this level involve fact finding, research, analysis, and interpretation of factual data in the field of the employee's expertise. Administrative management positions are supervisory and typically involve management of a function and personal performance of the most difficult work of the function, including evaluation of complex facts and the interpretation of laws, regulations, and instructions in their application to specific situations. Incumbents of positions at this level are expected to complete assignments with a minimum of supervision. These positions require completion of secondary school, and some collegiate or technical education is desirable. Three to five years of progressively responsible experience is required. Many positions at this level require Level 4 English ability (fluent). Classification standards depicting the FSN-9 level has been prepared for: Agricultural Assistant; Art & Graphics Assistant; Distribution Record System Assistant; Budget Analyst; Consular Investigations Assistant; Cultural Affairs Assistant; Distribution Assistant; Economic Assistant; Federal Benefits Assistant; Information Assistant; Labor Assistant; Librarian (LOC Acquisitions); Librarian (LOC Cataloging); Participant Training Assistant; Passport & Citizenship Assistant; Personnel Assistant; Political Assistant; Procurement Agent; Program Assistant; Reference Librarian; Scientific Affairs Assistant; Security Investigator; Shipment Supervisor; Special Consular Services Assistant; Supervisory Accounting Technician; Supply Supervisor Technical Services Librarian; Trade Center Assistant Translator; Visa Assistant, etc.

FSN-10

This is the lowest of three levels of professional or specialist positions. Incumbents of positions at this level personally perform, and in some cases supervise other employees engaged in, a major segment of a professional, technical or program area, including AID, USIS, FCS, FAS, and other associated agency program areas. Incumbents of such positions must understand and apply a highly technical body of knowledge usually obtained through collegiate study, as well as applicable laws and agency regulations and instructions. This level also includes supervisory positions in the administrative management area with equivalent requirements. Incumbents of positions at this level are expected to perform difficult duties with a minimum of supervision. A collegiate education with the equivalent of an A.B. or B.S. degree is required, with only rare exceptions. Four to six years of progressively responsible experience in the professional, technical, or administrative management area is required. Level 4 English ability (fluent) is usually

required. Classification standards depicting the FSN-10 level have been prepared for: Agricultural Research Specialist; Agricultural Specialist; Arts & Graphics Specialist; Distribution Record System Specialist; Budget Analyst; Civil Aviation Specialist; Commercial Specialist; Cultural Affairs Specialist; Development Loan Specialist; Distribution Specialist; Economic Specialist; Geographic Specialist; Information Specialist; Librarian (LOC); Library Director; Maintenance Supervisor; Participant Training Specialist; Passport and Citizenship Specialist; Personnel Specialist; Procurement Supervisor; Program Specialist; Security Investigator; Special Consular Services Specialist; Trade Center Specialist; Travel Promotion Specialist; Visa Specialist, etc.

FSN-11

This is the middle of three levels of professional or specialist positions; however, it is the highest level usually attainable in a professional, technical, program, or administrative management area, even in a large overseas establishment. Under the direction of an American official, but with wide latitude for planning, organizing, and executing assigned responsibilities, supervises the accomplishment of or personally performs the most difficult and complex work involved in a professional, technical, or program area, including AID, USIS, FCS, and other associated agency program areas. Incumbents of such positions must understand and apply a highly technical body of knowledge usually obtained through collegiate study, as well as applicable laws and agency regulations and instructions. This level also includes supervisory positions in the administrative management area with equivalent requirements. Guidance received from the American supervisory official is almost wholly related to policy, program objectives, and priorities. Within such guidelines, incumbents of positions at this level plan and undertake important projects and carry them to completion without significant supervision. Demands are heavy on initiative, resourcefulness, and sound judgment. Typically, incumbents of positions at this level have important contacts with senior business, government, and community officials. A collegiate education with the equivalent of an A.B. or B.S. degree and from five to seven years of progressively responsible experience in the professional, technical, or administrative management area are required. Level 4 English ability (fluent) is usually required. Classification standards depicting the FSN-11 level has been prepared for: Agricultural Specialist; Arts & Graphics Specialist; Commercial Specialist; Cultural Affairs Specialist; Economic Specialist; Engineer; Information Specialist; Labor Specialist; Library Director; Passport & Citizenship Specialist; Personnel Specialist; Political Specialist; Program Specialist; Scientific Affairs Specialist; Visa Specialist, etc.

FSN-12

This is the highest of three levels of professional or specialist positions and the highest grade in the Interagency Foreign Service National Position Classification Plan. Relatively few overseas establishments will warrant an FSN12 position; the establishment of more than one FSN-12 position within the same broad professional, technical, or program area, e.g., political, economic, cultural, information, etc., is seldom warranted. Positions at this level are those of highly qualified and recognized experts. Under the direction of an American official, they supervise or personally perform difficult and complex work involving the full scope of a professional, technical or program area, including AID, USIS, FCS, FAS and other associated agency program areas, in one of the most important country programs of its kind in the world. Incumbents of such positions apply a highly technical body of knowledge of applicable laws and agency regulations and instructions. These positions often call for originality of ideas and creative thinking in dealing with problems or matters for which there is little precedent, and usually require that the employee be able to inter-relate the pertinent subject matter with a broader spectrum, as would be the case in considering the impact of important political developments on domestic and international economic developments. Where the emphasis is on reporting covering a broad spectrum of complex subject matter and requiring the exercise of independent judgment in projecting future developments or trends.

Substantial reliance is placed upon the employee's professional acumen and judgment, and his/her advice is sought on important and at times on extremely sensitive matters; in functional programs that involve comprehensive program planning, the employee participates actively in the planning process. Positions at this level are largely independent of technical supervision; guidance from American supervisors is primarily with regard to policy, priorities, results to be achieved, basic approaches to be followed, and in the case of positions involving reporting, the nature and basic content of reports. Employees at this level develop and maintain an extensive range of important contacts with senior level business and government officials and with community leaders for the purpose of obtaining or verifying information which is not otherwise available. Incumbents of these positions normally possess the equivalent of an A.B. or B.S. collegiate degree in a field of study closely related to their assigned responsibilities; in many instances, postgraduate education are needed. A minimum of six to eight years of progressively responsible experience in the area of their assignment is needed. Level 4 English ability (fluent) is usually required. Supervision over others is not normally a significant factor in justifying the classification of a position at the FSN- 12 level. Classification Standards depicting the FSN-12 level have been prepared for: Agricultural Research Specialist; Agricultural Specialist; Chief Librarian (LOC); Commercial Specialist; Cultural Affairs Specialist; Economic Specialist; Engineer; Information Specialist; Library Director; Medical Officer; Political Specialist; Program Specialist; Scientific Affairs Specialist; Supervisory Budget Specialist; Visa Specialist, etc.

H.3 Procurement of "Covered Material"

1. Except as provided in paragraph 2 below, and notwithstanding anything in this contract to the contrary, no funds under this contract may be used for the procurement of "Covered Material" as listed below without the prior written consent of the Contracting Officer. For purposes of this special contract requirement, "Covered Material" shall consist of the following:

- Surgical N95 Filtering Facepiece Respirators, including devices that are disposable half-face-piece non-powered air-purifying particulate respirators intended for use to cover the nose and mouth of the wearer to help reduce wearer exposure to pathogenic biological airborne particulates;
- PPE surgical masks, including masks that cover the user's nose and mouth and provide a physical barrier to fluids and particulate materials;
- PPE nitrile gloves, including those defined at 21 CFR 880.6250 (exam gloves) and 878.4460 (surgical gloves) and such nitrile gloves intended for the same purposes; and
- Level 3 and 4 Surgical Gowns and Surgical Isolation Gowns that meet all of the requirements in ANSI/AAMI PB70 and ASTM F2407-06 and are classified by Surgical Gown Barrier Performance based on AAMI PB70.

For clarity, non-medical grade masks, including cloth masks, are not included in the list of Covered Material above. Further, USAID may modify the list of Covered Material from time-to-time, in writing; any such changes to the list shall apply prospectively.

2. The restrictions set forth in paragraph 1 above shall not apply to the procurement of Covered Material:

- a. for the protection of and use by the contractor's or sub-contractor's staff; or
- b. for the safe and effective continuity of USAID-funded programs, including for the protection of beneficiaries, provided that such items are manufactured locally or in the same geographical

region as the country in which USAID is providing assistance, as defined by the U.S. Department of State's regional system ([Africa](#), [East Asia and the Pacific](#), [Europe and Eurasia](#), [Near East](#), [South and Central Asia](#), and [Western Hemisphere](#)), and provided that such items are not, and could not reasonably be expected to be, meant for the United States market.

The CO may change the exemptions set forth in this paragraph in writing; any such changes shall apply prospectively.

3. "Staff" for the purposes of the Exception in 2(a) is defined as any individuals receiving financial compensation from the contractor or subcontractor.

4. For each purchase of Covered Material under Exception 2(b), the contractor must provide the CO with contemporaneously dated documentation that the order of Covered Material is not meant for, and could not reasonably be meant for, the U.S. market. The CO will then upload the statement into ASIST. This documentation can take the form of a simple email verification from a vendor or a brief, contemporaneously dated, written statement or e-mail from the contractor confirming its conversation with the vendor.

H.4 VETTING REQUIREMENTS OF SUB-AWARDEES

Prior to the provision of funding by the contractor to its sub-grantees ("sub-awardees"), the contractor shall conduct all screening procedures and due diligence on sub-awardees and key individuals of the sub-awardees, including a check of sub-awardees and such key individuals not screened at the time of award by the Contracting Officer to ensure compliance with Executive Order 13224 and U.S. law prohibiting transactions with, and the provision of resources and support to individuals and organizations associated with terrorism. The contractor will screen names of its sub-awardees and the key individuals of such sub-awardees against the Specially Designated Nationals List ("SDN" list) administered by the Department of the Treasury's Office of Foreign Assets Control ("OFAC") <http://www.ustreas.gov/offices/enforcement/ofac/sdn/> ;

UN's 1267 Committee List on Al-Qaida and the Taliban and Associated Individuals and Entities: <http://www.un.org/sc/committees/1267/consolist.shtml> ;

and the applicant has a record of business integrity and does not have active exclusions on System for Award Management web-site: <https://www.sam.gov/portal/public/SAM/>

"Key individual" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USG-financed program; and (iv) any other person with significant responsibilities for administration of the USG-financed activities or resources."

H.5 PARTNER VETTING IN INDEFINITE DELIVERY CONTRACTS (FEB 2012)

(a) The contractor must comply with the vetting requirements for key individuals under this contract and in any orders that are identified as subject to vetting.

(b) Definitions. As used in this provision—

Key individual means:

- (i) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);
- (ii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);
- (iii) The program manager or chief of party for the USG-financed program; and
- (iv) Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each contractor, potential subcontractors subject to vetting, and to the cognizant contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The contractor must submit a USAID Partner Information Form, USAID Form 500-13 to the designated vetting official:

- (1) when the contractor replaces key individuals under the basic contract with individuals who have not been previously vetted.
- (2) when the contractor replaces key individuals under an order subject to vetting with individuals who have not been previously vetted. For changes to any key individuals associated with both the basic contract and any orders subject to vetting, the contractor must submit updated vetting forms to each designated vetting official. Note: USAID will not approve any key personnel who have not passed vetting.

(d)(1) The designated vetting official for this basic contract:

Vetting official: Michael Murphy

Address: --

Email: vsu@usaid.gov (for inquiries only)

(2) Each order subject to vetting will identify the vetting official for that order. The contractor must submit vetting information specific to an order to the vetting official identified in that order.

(e)(1) The vetting official will notify the contractor that it—

- (i) Has passed vetting,
- (ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(f) Reconsideration. (1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the contractor has passed vetting does not constitute any other approval under this contract.

(h) The request for task or delivery order proposals will identify whether the order is subject to vetting. The following are the procedures for vetting orders under this contract. Note that the term "awardee" as used below refers to a contractor under multiple-award indefinite-delivery contracts, consistent with the use of the term in (48 CFR)

FAR 16.505(b):

(1) The contracting officer will notify the awardees when to complete and submit the USAID Partner Information Form to the vetting official named in the request for order proposals. Note: Awardees who submit using non-secure methods of transmission do so at their own risk.

(2) The awardee must notify proposed subcontractors of this requirement when the subcontractors are subject to vetting.

(3) The fair opportunity process proceeds separately from vetting. Vetting is conducted independently from any discussions the contracting officer may have with an awardee. The awardee and any subcontractor subject to vetting must not provide vetting information to other than the vetting official identified in the request for order proposal. The awardee and any subcontractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives.

(4)(i) The vetting official notifies the awardee that it:

(A) Has passed vetting,

(B) Has not passed vetting, or

(C) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(ii) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(5) Reconsideration. (i) Within 7 calendar days after the date of the vetting official's notification, an awardee that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(ii) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(iii) The Agency's determination of whether reconsideration is warranted is final.

(6) Revisions to vetting information. (i) Before the order is awarded, any awardee who changes key individuals, whether it has previously passed vetting or not, must submit a revised USAID Partner Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(ii) The order vetting official will follow the vetting process in paragraph (e) of this clause for any revision of the awardee's Form.

(7) Award of order. The contracting officer may award an order subject to vetting only to an apparently successful awardee that has passed vetting for that order.

(i) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause

52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the designated vetting official. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(j) The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

(End of clause)

Alternate I (FEB 2012). As prescribed in

716.506(b), substitute paragraphs (i) and (j) below for paragraphs (i) and (j) of the basic clause:

(i)(1) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause

52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the designated vetting official. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(2) In addition, prospective subcontractors at any tier providing the following classes of items (supplies and services):

must pass vetting. Contractors must not place subcontracts for these classes of items until they receive confirmation from the vetting official that the prospective subcontractor has passed vetting.

(j) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

H.6 PERSONNEL APPROVALS (AIDAR 752.7007 AND 752.7027)

Contracting Officer's approval of personnel reimbursed under the Contract is required as specified in AIDAR 752.7007 and AIDAR 752.7027. Contracting Officer's approval of personnel is deemed provided in the following circumstances.

(a) CCN Employees Compensated below the FSN-9 Level

Any approval required by the contract for any employee who is (1) a citizen of Senegal (Cooperating Country National) and (2) whose salary, not including benefits, is equivalent to or less than the compensation specified for Grade 9, Step 1 in the Senegalese Local Compensation Plan Summary as long as the position (not the person) was either (i) included in the Contractor's final cost proposal dated _____ or (ii) with written concurrence from the COR.

(b) Professional Level Employees

For all employees other than those specified above, if Contracting Officer approval is required, it is deemed provided if all of the following conditions are met:

1. The Contractor obtains written concurrence from the COR for the employee proposed;
2. The proposed compensation for the employee, regardless of nationality, charged as a direct cost, does not exceed the market value as demonstrated in the Compensation Plan submitted by the Contractor in its final cost proposal dated _____. Any revisions to the Compensation Plan will require Contracting Officer Approval; AND
3. The Contractor retains a fully-executed AID Form 1420, "Biographical Data Sheet", along with a certification that the proposed salary is consistent with market value, as defined in the approved compensation plan, in its files for audit, and will be available to USAID upon request by the CO or COR.

In cases where these conditions are not met, the Contractor is able to specifically request Contracting Officer approval for the individual proposed, although any such request must explain the basis for the compensation proposed.

Nothing specified above limits in any way the authority of the Contracting Officer to determine the allowability, allocability or reasonableness of any cost, including those relating to compensation. The requirements of AIDAR 752.7007, "Personnel Compensation," that (a) compensation paid by the Contractor be in accordance with the Contractor's established policies, procedures, and practices, and the applicable cost principles and (b) specific written approval is required when an employee's base annual salary plus overseas recruitment incentive, if any, exceeds the USAID Contractor Salary Threshold (USAID CST) (USAID/Senegal will only consider salaries in excess of the Contractor Salary Threshold if absolutely required and NO other candidate can fill the position), apply regardless of the language set forth above. In addition, the Contractor must also confirm with the Contracting Officer that Mission

Director authorization exists (either specifically or through a general delegation) if it intends to provide compensation, benefits and allowances to cooperating country nationals and third country nationals that vary from those employed as direct hires by the USAID Mission as specified in AIDAR 722.170.

H.7 SPECIAL CONTRACT REQUIREMENT

The deviated version of FAR clause 52.232-16 Progress Payments [or Alternate 1] is incorporated into this award to allow for temporary relief during the COVID-19 pandemic. USAID may rescind and replace this deviated clause with the standard FAR clause at a later date.

[END OF SECTION H]

SECTION I – CONTRACT CLAUSES

I.1 IDIQ CLAUSES

All clauses of the IDIQ are incorporated by reference. If any clause incorporated by reference from the IDIQ conflicts with a specific clause in this task order, the task order clause takes precedence unless the legal order of precedence prohibits it. Contractors are required to perform in accordance with all requirements set by the IDIQ and the task order. It is the Contractor's affirmative duty to confirm with the task order CO if there is a question over the applicability of a clause; failure to do so could render costs unallowable, incur negative performance evaluations, or create a termination for cause or any other allowable remedy under the terms of the task order and IDIQ.

I.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(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. 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

I.3 FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(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 items.

(End of clause)

I.4 FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation*. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

I.5 FAR 52.227-14 Rights in Data - General (May 2014)

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

Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in

such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate I (Dec 2007). As prescribed in 27.409(b)(2), substitute the following definition for "limited rights data" in paragraph (a) of the basic clause:

Limited rights data means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Alternate II (Dec 2007). As prescribed in 27.409(b)(3), insert the following paragraph (g)(3) in the basic clause:

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such

disclosure subject to prohibition against further use and disclosure: [Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (Dec 2007). As prescribed in 27.409(b)(4), insert the following paragraph (g)(4) in the basic clause:

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

Alternate IV (Dec 2007). As prescribed in 27.409(b)(5), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) Copyright-(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

Alternate V (Dec 2007). As prescribed in 27.409(b)(6), add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

[END OF SECTION I]

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
J.1	Form 1420-17 Biodata Sheet, available at: https://www.usaid.gov/forms/aid-1420-17
J.2	SF LLL - Disclosure of Lobbying Activities
J.3	Past Performance Questionnaire
J.4	Past Performance Matrix
J.5	Model Subcontracting Plan
J.6	Mandatory Budget Format Template
J.7	Initial Environmental Examination (IEE)
J.8	USAID Partner Information Form, USAID Form 500-13

[END OF SECTION J]

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

This section is required for subcontractors not listed in the IDIQ as approved subcontractors.

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L.1 ANTICIPATED AWARD

The Government anticipates the award of one (1) Cost-Plus-Fixed-Fee Completion-Type task order as a result of this RFTOP; however, it reserves the right to make multiple awards or no award at all.

L.2 GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

USAID/Senegal will evaluate offerors in two phases. The purpose of this procedure is to reduce the time and cost of source selection, for the USG and for the competing Offerors.

1. In **Phase I**, interested Offerors will submit a performance capability proposal for review and consideration. Instructions for submission for Phase I can be found in this section under

PROPOSAL SUBMISSION REQUIREMENTS PHASE I.

- The Government will evaluate the proposals in accordance with the criteria described in Section M.4 Evaluation Criteria in order to select the Most Highly Rated Offerors to advance to Phase II.
- Not more than *three offerors* will be considered to advance to Phase II of the competition.
- Offerors must furnish all information clearly to allow the Government to determine their performance capability and Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase I.
- The Government will evaluate the performance capability proposals submitted in Phase I, comprised of specialized experience / past performance, and management approach information, in order to determine the most highly qualified Offerors from Phase I. To receive consideration for Phase II, a rating of no less than “Acceptable” must be achieved for all factors in Phase I. Offerors are cautioned to put forth their best efforts for the Phase I submission, and to furnish all information clearly to allow the Government to determine their performance capability. The Government reserves the right to allow proposal corrections, if deemed necessary, to determine the most highly qualified Offerors to shortlist for Phase II. The Contracting Officer, independently exercising prudent business judgment, will select the top three (3) most highly qualified Offerors and request that only those three (3) Offerors submit Phase II proposals.
- The decision to eliminate any Offeror through this procedure will NOT constitute the establishment of a competitive range, as described in FAR 15.306(c), and it will not obligate USAID to conduct discussions or to solicit or entertain proposal revisions. However, we reserve the right to establish a competitive range in Phase II and conduct discussions if we decide that it is in the best interest of the Government to do so.

2. In **Phase II**, the Government will evaluate both technical capability and price. Only those Offerors who receive a written notification that their firm has been selected to participate in Phase II of this RFTOP are invited to submit a Phase II proposal. The Government’s Phase II evaluation approach will utilize the Best Value Tradeoff Process for Source Selection in accordance with FAR 15.101-1. See

Section M.4 Evaluation Criteria - Phase II for further details on the Government's Phase II evaluation approach.

The Contracting Officer will award a Cost-Plus-Fixed-Fee Completion-Type contract to the responsible Offeror whom the Source Selection Authority determines conforms to the RFTOP, is fair and reasonable, and offers the best overall value to the Government, all factors considered. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. This source selection approach, called Best-Value Tradeoff, includes an evaluation of two (2) factors: Factor 3. Technical Approach, and Factor 4. Price / Cost Proposal.

The Government reserves the right to award a TO without discussions or the submittal of a final proposal revision, based upon evaluation of the Offeror's submitted technical and cost/price information. Accordingly, the Offeror's initial offer should contain its best terms for both cost and technical proposals.

In the below instructions, "major subcontractors" are those subcontractors whose proposed total cost exceeds 20% of the offeror's total proposed cost.

L.2.1 PROPOSAL SUBMISSION

The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The proposal shall meet the following basic requirements:

- a) The proposal shall be organized, concise, and shall be clearly identified. Each factor shall be described in a separate section.
- b) The proposal shall be identified by the RFTOP number, volume number, and name, address, and telephone number of the prime Offeror on the cover.
- c) The proposal shall contain a table of contents and include at the bottom left side of each page the volume and page number.
- d) Offerors shall verify that the information for all forms submitted is current, correct, and complete including name(s) of the point(s) of contact (POCs), email address(es), and telephone number(s) for all technical factors.
- e) Proposals shall completely and adequately address the requirements of this solicitation. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, etc., are not necessary.
- f) Offerors are cautioned that any noncompliance with the terms and conditions of the RFTOP may cause their proposal to be determined unacceptable and therefore not eligible for award.
- g) Failing to submit attachments or failing to complete the proposal properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and submit your questions as specified in the cover letter to the Contracting Officer if instructions are not understood. Questions must be submitted no later than the due date listed on the cover page.

- h) NOTE: Pages that exceed the required page limitations under Phase I and Phase II will not be evaluated.

Proposal Expenses and Pre-Contract Costs: The RFTOP does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

L.3 SUBMISSION/DELIVERY INSTRUCTIONS

The Offeror shall submit the proposal only electronically (via email attachment). If you send your proposal by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). Please see instructions for each Technical and Cost Proposal submission (L.2.1 and L.4.2.b).

- a) Electronic submission of information under Phase I and Phase II must be received by the due date specified in the Cover Letter and must be addressed to:

Attn:
Jaime Dominguez
Regional Contracting Officer
Office of Acquisition and Assistance (OAA), USAID/Senegal

RFTOP No. 72068521R00005

U.S. Agency for International Development

Email: drgp21solicitations@usaid.gov

- b) Lost or misdirected submissions received after the due date will be considered as having been submitted late.
- c) USAID/Senegal will only consider and review all proposals received by the specified closing date and time (local Dakar time) indicated in the Cover Letter of this RFTOP. Proposals that are submitted after that date and time will not be considered in the review process. In contrast, all proposals received by the deadline will be reviewed for responsiveness and compliance to the proposal submission requirements specified in this RFTOP.

Receipt time is when the proposal is received by the USAID Internet server as defined under FAR 52.215-1. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered. Offerors are solely responsible for ensuring that submissions and attachments are received timely. The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The cover letter shall be in Adobe PDF format. Total email size cannot exceed 25 MB. All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. OFFERORS MUST NOT SUBMIT ZIPPED FILES. All files must be unprotected including any spreadsheets, which are to be provided as Excel files with visible calculation cell formulas intact and not exceeding 25MB in file size. Should offerors send multiple files, they are to be clearly named to allow sequential viewing and/or printing, and the offeror

must include instructions in regard to the number of files and their names. Technical and Cost proposals must remain separate.

Because electronic submissions will be accepted for this procurement, please be advised that the

US Government will not be responsible for incomplete/corrupted or missing information in

electronic submissions. It is critical that the Offeror ensure that the files sent are organized in the electronic format and can be simply accessed and printed by the U.S. Government. USAID will only confirm receipt and print out the electronic submission, USAID will not ensure quality or completeness of electronic files attached to e-mails. All electronic submissions must be received no later than the due date of this solicitation.

d) Proposals must include a separate cover letter signed by an official who is authorized to bind the organization. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

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

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

e) Text Accessible. All information on electronic media must be provided. Cells must not be hidden nor password protected. Information used that is NOT included will render the calculations of that information unusable, and that information will not be evaluated or used in the evaluation process. All data and information must be included and must not be “implied”. Calculations used on MS Excel spreadsheets must be visible and there must be no hidden or password protected cells or spreadsheets. All reference data and information must be made available for review.

L.4 QUESTIONS AND CLARIFICATIONS

Any questions concerning this RFTOP must be submitted to the Contracting Officer, via e-mail to drgp21solicitations@usaid.gov by the closing date and time specified on the cover letter. No questions will be accepted after this date. Oral explanations or instructions given will not be binding.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

L.5.1. PHASE I:

Phase I proposals shall meet the following format:

Factor 1 – Specialized Experience/Past Performance

Factor 2 – Management Approach

This volume shall also include the following attachments:

Past Performance Questionnaire (see Attachment J.4)

Past Performance Matrix (see Attachment J.5)

a) Factor 1 - Specialized Experience/Past Performance (15 pages limit)

PAGE LIMITATIONS:

Offerors are limited to 5 pages per project. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will not be evaluated by the Government. There is a limit of fifteen (15) single spaced typed pages (A4 or letter size), using at a minimum a 12 pitch font. Margins not smaller than 1” inch on all sides. If more than 15 pages are submitted, only the first 15 pages will be reviewed and evaluated.

SUBMISSION REQUIREMENTS:

The Offeror (including all partners of a joint venture) shall provide past performance information for itself and each major subcontractor (a subcontractor whose proposed cost exceeds 20% of the Offeror’s total proposed cost in accordance with the requirements described below. The Small Business Act requires agencies under certain circumstances to evaluate the experience and past performance of the individual partners of a joint venture, and to attribute those evaluations to the joint venture itself as follows: When evaluating an offer of a joint venture of small business concerns for any multiple award contract above the substantial bundling threshold of the Federal agency, if the joint venture does not demonstrate sufficient capabilities or past performance to be considered for award of a contract opportunity, the head of the agency shall consider the capabilities and past performance of each member of the joint venture as the capabilities and past performance of the joint venture.

For Factor 1- Specialized Experience/Past Performance, Offerors must address recency, and relevancy as described in section M.4 EVALUATION CRITERIA - PHASE I and submit the required attachments, Attachment J.5 Past Performance Matrix, and if the contracts are not in the Contractor’s Performance Assessment Reporting System (CPARS), the Offeror shall also submit Attachment J.4 Past Performance Questionnaire in accordance with the date and time specified on the RFTOP Cover Page. If a completed CPARS record is not available at all, Offerors shall complete and provide a Past Performance Questionnaire (PPQ) Form as Attachment J.4. For each project submitted under Factor 1, Offerors shall include the completed CPARS record or completed Past Performance Questionnaire Form. If available, a completed record from the CPARS will be accepted for evaluation under this factor. An interim completed CPARS rating will be considered if a final record is not available.

Offerors must submit no more than three (3) projects that meet all of the following definitions for recent and relevant projects. **Any projects that do not meet this definition for recency and relevancy will not be considered for further evaluation:**

- i. The project was completed in a challenging operating context similar to Senegal;
- ii. The project was awarded to the Offeror as the prime contractor. If a Major Subcontractor's experience is submitted for evaluation purposes, clearly address the Offeror's experience with those Major Subcontractors;
- iii. The project was completed no earlier than three (3) years before the issuance date of the RFTOP;
- iv. The project is for Public Financial Management support services or related areas; and
- v. The project had a minimum total cost of \$12,000,000.

NOTE 1: Offerors are cautioned that the Government may assess weaknesses against experience examples that demonstrate a significant lack of experience for one or more of the criteria listed above, that are not verifiable, and/or where the Offeror or their proposed subcontractor were subcontractors and their role in the project was minor in comparison to the whole project.

NOTE 2: Where a project was awarded as a task order or delivery order under an Indefinite Delivery / Indefinite Quantity type contract, Offerors are cautioned to submit information specific to the task or delivery order considered similar to the requirements of this RFTOP rather than the base contract.

If more than three (3) projects are submitted by an Offeror, the Government will only review the first three (3) projects. The projects will be reviewed in the order in which they are received in Offeror's submitted proposal. Any projects that do not meet this definition will not be considered for further evaluation.

Provide for each of the past performances the following information:

1. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.
2. Describe any quality awards or certifications that indicate exceptional capacity to implement the activities needed to achieve the results and objectives as stated in the Statement of Objectives. This information is not included in the page limitation.

USAID will use CPARS as one method of obtaining information about and evaluating past performance. There is no need to resubmit information on any contract that is already in CPARS. (<https://www.cpars.gov/>). USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when requested by USAID. Offerors without past performance described above are not prohibited from submitting proposals. USAID welcomes and encourages potential new Offerors to submit proposals.

Past performance information will be used for both the Phase I performance capability evaluation and the responsibility determination. USAID may use past performance information obtained from sources other than those identified by the Offeror/Subcontractor(s). USAID will utilize existing databases of contractor performance information, other performance reports, and may also solicit additional information from other sources if and when the Contracting Officer finds the existing databases to be insufficient for

evaluating an Offeror's performance. USAID may review relevant past performance not submitted or provided by the Offeror. USAID may check any or all cited references to verify supplied information and/or to assess references' satisfaction with past performance.

INSTRUCTIONS FOR THE PAST PERFORMANCE QUESTIONNAIRE

If all of the past performances submitted are in CPARS, only submit the information requested in Attachment J.5 Past Performance Matrix and do not submit past performance questionnaires. For contractors not in CPARS, Offerors will forward the Past Performance Questionnaires (Attachment J.4) for itself and any proposed major subcontractors to three (3) references. Offerors will then submit the completed past performance questionnaires to drgp21solicitations@usaid.gov by the due date as indicated on the RFTOP cover page. The Offerors must have their past performance reference organizations (referees) complete the questionnaires prior to the past performance due date as indicated on the RFTOP cover page, so that the Offeror is then able to submit the fully-completed (Section A and B) Past Performance Questionnaire directly to the USAID/Senegal Contracting Office at drgp21solicitations@usaid.gov by the past performance due date specified on the Cover Page. The Contracting Officers may still utilize federal past performance databases or other sources of information for past performance data.

INSTRUCTION FOR THE PAST PERFORMANCE MATRIX

Offerors will submit the completed past performance matrix (Attachment J.5) for itself and any proposed major subcontractors for the three (3) most relevant contracts and/or assistance agreements each in the past three (3) years, even if listed in CPARS, directly to the USAID/Senegal Contracting Office at drgp21solicitations@usaid.gov by the past performance due date specified on the Cover Page. The Contracting Officers may still utilize federal past performance databases or other sources of information for past performance data.

b) Factor 2 - Management Approach (5 pages maximum)

SUBMISSION REQUIREMENTS:

The Management Approach shall include the following:

i. PROJECT MANAGEMENT PLAN: Provide a Project Management Plan that describes how

proposed labor, resources, and subcontractors will be coordinated and used to ensure successful completion of the project.

- a. Describe your firm's technical experience in challenging contexts and explain how these capacities are sufficient to meet the project objectives.
- b. Describe how you will manage, supervise and coordinate the work including subcontractors' work and who in the organization will be responsible for management and coordination.
- c. Describe the team's approach to incorporating a learning agenda into implementation and how the project organizational structure will support learning, flexibility and adaptation throughout the project.

- d. Describe the project organization structure including roles, major responsibilities, and authorities of all subpartners. The position titles used in the narrative must match those used in the organization chart (Annex A).

Annex A: ORGANIZATIONAL CHART: The Organization Chart must not be more than 3 pages and does not count towards the 5 page limitation for Management Approach.

The organization chart (graph) must include:

- a) lines of authority and communication for the execution of the contract;
- b) clearly shows the lines of authority of the Offeror's Key Personnel staff and the most relevant technical positions included in the program structure;
- c) the organization chart shall also include all subpartners, when applicable; and
- d) the chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related; positions should be identified on the organization chart by title, and physical location.

Annex B: RAPID MOBILIZATION PLAN: The RMP must not be more than 3 pages and does not count towards the 5 page limitation for Management Approach.

The Rapid Mobilization Plan (RMP) must include a plan for a rapid start-up of activities covering the first 60 days of the contract. The RMP must describe the Contractor's plan to ensure timely establishment of its office(s). It must also address benchmark technical, management, and logistical (office space, computers, etc.) requirements that include: planning and schedule for the prompt mobilization of the Contract key personnel.

L.5.2. PHASE II:

ONLY THE SELECTED FIRMS WILL SUBMIT PROPOSALS FOR PHASE II. FIRMS WILL BE NOTIFIED OF THEIR STATUS AFTER PHASE I EVALUATIONS. DO NOT SUBMIT A PHASE II PROPOSAL UNTIL DIRECTED BY THE CONTRACTING OFFICER.

Phase II proposals shall meet the additional following basic requirements and format:

PHASE II Volume 1:

Factor 3 - Technical Approach

Factor 4 - Key Personnel Narrative

PHASE II Volume 2:

Factor 5 - Price / Cost Proposal

SUBMISSION REQUIREMENTS:

The TECHNICAL PROPOSAL must be structured as follows (15 page limit):

1. Cover letter (not included in page limit) - Offerors must provide the names of the organizations involved in the proposal and the contact information for the Offeror's main point of contact, including this individual's name, title or position with the organization/institution,
2. Table of contents (not included in page limit) - Offerors must include all major sections of the Technical Proposal.
3. Acronym list (not included in page limit) - Offerors must include a list of all acronyms used in the Technical Proposal.
4. Technical Approach - The technical proposal must address how the Offeror intends to carry out and achieve the results of the Statement of Work (SOW). This section must include a clear description of the conceptual framework and the detailed technical approach to collaborate with USAID/Senegal, implementing partners, any GOS institutions, and other stakeholders to achieve the results and deliverables outlined in Sections C and F. The Offeror will highlight how gender, social, and contextual issues will be integrated into the technical approach. The proposed technical approach to implementation must be logical, clear, and well-conceived in a way that is both conceptually and operationally appropriate to achieving the desired deliverables and results. The Offeror must include in a draft work plan for the first year of the program (as Annex C) as well as an illustrative monitoring, evaluation, and learning plan as Annex B that will demonstrate how the Offeror will establish baselines and targets, and measure progress towards the stated Activity deliverables and results. (included in page limit)
5. Key Personnel Narrative - The Offeror must summarize how the proposed key personnel, individually and collectively, will allow the offeror to achieve the expected results included in Section C. USAID seeks to build local capacity as much as possible; therefore, USAID strongly prefers that Offerors minimize the number of proposed long term expatriate staff in order to offer the maximum number of positions to Senegalese subject matter experts. This would include Key Personnel positions as well as Short Term Technical Assistance (STTA) provided under the terms of the contract. Exclusivity agreements are not required to be submitted at the time of proposal submission. Key personnel must include a Chief of Party, Deputy Chief of Party, Senior Monitoring and Evaluation (M&E) Specialist, and Development, Outreach and Communications Specialist (DOC), subject to USAID review and approval. Offerors must submit Resumes (Annex D) for key personnel of the activity. (included in page limit)

The following are to be included in the TECHNICAL PROPOSAL as annexes and are not included in the 15 page limit of the Technical Proposal Body:

- Annex B: Illustrative Activity Monitoring, Evaluation & Learning (MEL) Plan (description is detailed in Section F Deliverables and Reports) [not to include PIRS and not to exceed five (05) pages]
- Annex C: Draft Year 1 Work Plan: The draft work plan will include a timeline for activities, broken down by month; a schedule for all major meetings, trainings and events and where they will be implemented; the rationale and expected results for each activity; designation of responsibility for implementation; equipment and supplies required; staff and partner requirements; coordination requirements; potential constraints to implementation and a plan to mitigate these constraints; a list of any international travel and the rationale. (not to exceed five (5) pages)
- Annex D: CV/Resumes for proposed Key Personnel and long-term staff: CV/Resumes should contain: name, position title, relationship, e-mail address; qualifications, experience and skills relevant to the

position they are proposed for in this activity, listed in reverse chronological order starting with the most recent experience. (maximum three (3) pages per CV/Resume plus one (1) for the letter of commitment). Each resume must be accompanied by a signed letter of commitment of key personnel indicating his/her availability and intention to serve in the proposed position. The letter of commitment of proposed key personnel must not exceed one (1) page in length per person. Letters of commitment will not count against the page number for resumes. Letters of commitment are not required for non-key personnel proposed.

- Annex E: Subcontractors Letters of Commitment
- Annex F: Branding Strategy and Marking Plan
- Annex G: Fixed Fee Payment Schedule

Proposal Format for Phase II, VOLUME I - Factor 5: Price / Cost Proposal

SUBMISSION REQUIREMENTS:

The price proposal shall include the following:

The cost proposal shall be submitted under separate file from the technical proposal. Offeror must ensure that your cost proposal is consistent with its technical proposal in all respects since the cost proposal may be used as an aid to determine Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding. The cost proposal shall be in Excel 2010 and compatible with a MS Windows XP operating environment. All files must be unprotected including any spreadsheets, which are to be provided as Excel files with visible cell formulas intact and not exceeding 25 MB in file size. **The MS Excel worksheets must not contain passwords, locked cells, or references to calculations not provided elsewhere in the proposal and all calculations and formulas must be visible and unlocked. Calculations and formulas must be used instead of lump figures wherever feasible; failure to provide a budget in this format is grounds for finding the cost proposal non-responsive.** While there is no page limit, Offerors are encouraged to be as concise as possible, avoid excessive number of pages but still provide the necessary detail to address the solicitation requirement. Offerors must provide a detailed Cost-Plus- Fixed-Fee (CPFF) budget and supporting information in sufficient detail to allow a complete analysis of cost for each category.

Offerors will keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

The Offeror must submit a detailed version of its summary budget for the five (5) year period of performance. The detailed budget must reflect every estimated Cost Category, broken out. The detailed budget must reflect the individual Cost Categories and then include the total for the entire Contract, item for item, in the last column of the spreadsheet.

The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual Cost Categories proposed and include a description of the source of that cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual Cost Categories item by item must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

Offerors shall submit the Cost Proposal via electronic mail and shall include the following information. All pages must be sequentially numbered, and each part shall be separated by a tab. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

a) Part 1 - Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original Signature/digital signature of a person authorized on behalf of the Offeror to sign the offer.

b) Part 2 - Proposed Costs/Prices

(a) For the purpose of creating a budget proposal, offerors must use the conversion rate of 1 USD to 1,507.50 LBP to ensure consistency across offers. Reimbursable costs during implementation will be based on actual expenditures.

(b) Offerors are required to complete Section B.5 (Contract Line Item) and Attachment J.7 Mandatory Budget Template or otherwise be determined non-responsive.

(c) Each Offeror shall provide an overall summary budget for the contract period (see Section B.5). In addition, a detailed budget for each line item is required (see Attachment J.7). Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with each proposed subcontract. The budgets should be specific for the line item for the entire period per line item and on an annual basis for each line item. Offerors shall provide this information through the use of detailed spreadsheets and budget notes. The guidance/format below is provided for the use of Offerors in developing these documents; however, Offerors should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic. Please also note that USAID expects Offerors to propose reasonable and minimal costs for office space, furnishings, home office support and related administrative inputs. Any excessive or "luxury" inputs proposed in the cost proposal will not be considered.

(c) Cost/business proposal demonstrates how USAID funds are applied to direct interventions and not to Operating Expenses, that limited government resources are not wasted on duplicative, unnecessary inefficiencies and to reduce administrative overhead. The Offeror must propose costs that are realistic and reasonable for the work and in line with the Offeror's proposal. Under this solicitation and resulting contract Offerors are encouraged to improve management and operational efficiencies through innovative approaches in administrative cost savings.

c) Part 3 - Cost Proposal Annexes:

Offeror must submit Cost Proposal Annexes as separate attachments limited to the following:

Annex 1 Form AID 1420-17 (See Attachment J.2), must be provided for key personnel as Cost Proposal Annex 1 to the cost proposal.

Annex 2 A detailed Level of Effort chart must be submitted as Cost Proposal Annex 2.

Annex 3 Copy of Travel policies and procedures must be included as Cost Proposal Annex 3.

Annex 4 Procurement policies and procedures must be included as Cost Proposal Annex 4.

Annex 5 Copy of Human Resource/ Personnel policies and procedures must be included as Cost Proposal Annex 5.

Annex 6 The fixed fee schedule must be submitted as Cost Proposal Annex 6.

Annex 7 A certification that the proposed personnel were not suggested or requested by USAID must be included as Cost Proposal Annex 7.

Annex 8 Subcontracting Plan - (See Template J.6) This is only for large businesses.

Annex 9 Offeror's Compensation Plan

d) Summary Budget –

Offeror must submit a summary budget in accordance with the Mandatory Template.

The Summary Worksheet derives data from the detailed budget worksheets and summarizes the information. Consolidated Data are figures that appear within a cell because they have been calculated as the result of a formula, and not because they have been manually entered into the cell.

For both Detailed Budget Worksheets and Summary Worksheets, the cells that contain budget figures should be formatted as Numbers or Currency, with no decimal places, and with comma separators.

Following is the summary format:

	CLIN	BUDGET
00001	Technical Assistance	\$ TBD
	Indirect Costs	\$ TBD
	Fixed Fee	\$ TBD
	TOTAL Estimated Cost + Fee	\$ TBD

[Final dollar amount to be inserted at time of award based on selected offeror's proposal]*

e) Budget Line Item Definitions and Illustrations**

Offerors must submit a cost proposal which will be reviewed as part of the overall evaluation as indicated in Section M. Offerors are required to submit a corresponding compensation plan as Cost Proposal Annex 9 for all positions identified in the management and staffing plan, including expatriate staff as well as local national positions.

Detailed Budget Worksheets. Detailed Budget Worksheets contain the greatest level of detailed budget breakdown. In the Detailed Budget Worksheets, the offeror must provide details of every estimated item of cost that make up the Cost Elements, including unit rate, number of units, and fixed daily rate of personnel. The Offeror must submit a detailed version of its summary budget for the full period of performance.

** The regulatory references provided below for each Budget Line Item are not intended to be a complete list of applicable regulations or policies.

f) Cost Elements

(1) Direct Labor (Salary and Wages) FAR 31.205-6, AIDAR 732.205-46, AIDAR 752.7007, and 29 CFR 825 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies, be reasonable, in the market value of the position, and must meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours. Proposed salaries for expatriates must be within contractor salary threshold (CST) (see ADS 302.3.6.10 <https://www.usaid.gov/sites/default/files/documents/1868/302.pdf>) and proposed salaries for CCNs must be within the market value of the position in and salary scale for Rwanda. A compensation plan must be submitted as an Annex to the Cost proposal as Cost Proposal Annex 10.

Unit costs for each proposed position must be expressed in an amount per workday with the corresponding level of effort required for the position (number of workdays) and then calculated to a total cost for each cost period in which the salary would be applicable. The Offeror must separate expatriate and Cooperating Country National (CCN) labor categories for short/long-term and administrative staff. Please specify positions for which personnel are not yet identified as "To be Determined "TBD".

In accordance with Section H.2 GENERAL GRADE LEVEL GUIDES, as part of the cost review, Contractor must submit a salary range for all planned CCN positions together with Contractor's compensation policies. The compensation plan must cover all proposed salary ranges for each of the proposed positions (i.e. initial salaries and maximum salary for each position not to exceed the amount budgeted for that position). Initial salaries will be within each range and will be based on other factors including but not limited to consideration of the prevailing in country salaries for similar positions in the markets, the individual's education, and the Republic of Senegal Mission Compensation Plan (See Attachment J.8). The compensation policies must include but not limited to personnel policy, hiring, terminations, promotions, severance payments, benefits and the contractor's management of its local personnel. The proposed ranges must be reasonable (see Section H.2). The

approved salary ranges for local personnel will be made part of the award. Contractor may also submit salary ranges for its expatriate personnel for approval and incorporation in the award. Salary ranges proposed for TCN does not constitute approval of TCNs without prior approval of all required and appropriate waiver.

Contractor must also provide information required related to the annual salary increases for CCN, TCN and US, if any.

Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed must not exceed the maximum annual salary rate USAID Contractor's Salary Threshold (USAID CST) specified in ADS 302.3.6.10' and AIDAR 752.7007. Any proposed salary in excess of the USAID CST must be explained in more details than normally required for further consideration.

The Offeror must submit a fully completed and signed AID 1420-17 Form, entitled USAID Contractor Employee Biographical Data Sheet (AID Form 1420-17 available at <https://www.usaid.gov/forms/aid-1420-17>) for each proposed Key Personnel position (individual identified).

The Biographical Data Sheets must include market value determination, proposed position, chronology of relevant work experience and academic qualification. The Biographical Data Sheets must be complete and properly certified and signed by both the employee and the Contractor.

The form must be signed by the individual and the Offeror (or Subcontractor) in the appropriate spaces with all blocks completed.

The proposed period of performance of each proposed individual must be so indicated on the bio-data form (i.e. number of years/months/days. Use of Biographical Data Sheets which are more than three months old is not acceptable. Biographical Data Sheets must be presented in alphabetical order, by the individual's surname, regardless of whether the individual is to be furnished by the Prime Contractor or a Subcontractor.

The Offeror must certify in Block 11 of AID Form 1420-17 that it has taken reasonable steps to verify the accuracy of information, particularly market value, provided in the form.

For CCNs, the salary in Blocks 6, 14 and 15 must be stated in local currency with the US Dollars equivalency in parenthesis. If continuation sheets are used, each must contain the individual's name, signature, and date.

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

The Offeror must explicitly state whether it recovers the cost of paid absences (vacation, sick leave, local and US holidays, home leave, R&R) as a direct cost or through the Fringe Benefits rate or another indirect cost rate. For all long term employees, the Offeror must disclose the proposed number of productive workdays that will be billed as direct labor each year. Offerors that directly charge the full daily rate for non-productive days for full-time employees shall disclose the proposed number of days in each 260-day work-year that will be billed, with no work performed. The Offeror must disclose the total cost of the non-productive, billed workdays after application of the Fringe Benefits rate, overhead, G&A and Fee. Offerors

who recover paid absences through the Fringe Benefit rate will also disclose the cost in the same terms, for each year of long-term labor.

If the Offeror has a Fringe Benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a Fringe Benefit rate has not been so approved, the Offeror must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of Fringe Benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

(3) Consultants. FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. Costs of consultants must be broken down by person in years, months, days, or hours.

Information sufficient to determine the reasonableness of the cost of each specific Consultant expected to be hired must be included. The same level of information required for the Offeror's personnel must be provided for all consultants.

(4) Travel, Transportation, and Per Diem. FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Offeror must indicate the number of trips, domestic and international, and the estimated costs per trip in accordance with State Department Per Diem Rates. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations. Blended per diem rates are unallowable.

(5) Allowances. AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person.

Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.

(6) Subcontracts. FAR 44.101 provides for any contract entered into by a Sub-Contractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable. Information sufficient to determine the reasonableness of the cost of each specific subcontract must be included. Additionally, Offerors shall identify each subcontractor's effort in relation to the program objectives outlined in Section C. The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors, not approved under the IDIQ, to be considered by the CO for consent of subcontractor with the initial award. This requirement only applies to any subcontractors that require CO consent under FAR 44.201-1.

(7) Other Direct Costs. FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units. This includes office rent (see below), office utilities, security, report preparation costs, passports and visas fees, medical examinations and inoculations, communications, insurance (other than insurance included in the Offeror's Fringe Benefits which must be explained), as well as any other costs, which directly benefit the activity proposed by the Offeror. Office rent should include specific information regarding the cost of any facilities needed

to perform the scope. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category. The narrative must provide a breakdown and support for all Other Direct Costs. If seminars and conferences are included, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the activity, along with cost estimates.

(8) Procurement. A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are expected to be subject to the 937 Geographic Code. Offeror must provide its plans for a submission of a waiver at the time of proposal submission. Procurement costs must be included under Other Direct Costs.

(9) Equipment and Supplies. FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease. Specify all materials and supplies expected to be purchased, including type, unit cost and units. Equipment and Supplies cost must be included under Other Direct Costs.

(10) Participant Training (if any). AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants, if applicable. If any, Participant Training costs must be included under Other Direct Costs.

(11) Relocation and Demobilization Costs. The Offeror may identify relocation costs for the start-up and demobilization costs including cost of program closeout. If any, Relocation and Demobilization Costs must be included under Other Direct Costs.

(12) Marking and Branding Costs. Offeror may propose costs associated with the implementation of its Branding and Marking plan, if any. If any, Marking and Branding Costs must be included under Other Direct Costs.

(13) Environmental Compliance Costs. Offerors may propose associated costs to comply with the requirements, if any. If any, Environmental Compliance costs must be included under Other Direct Costs.

(14) Indirect Costs: Overhead, G&A and Material Overhead. FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. The Offeror must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.). The Offeror must propose indirect cost ceilings. See (below for additional information regarding indirect cost submission requirements).

NOTE:

(i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its Cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also

include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or any proposed major subcontractor does not have a cognizant Government Audit Agency the proposal shall include:

(A) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime Contractor's customary indirect cost allocation method, together with computations of the basis for the indirect cost rate(s) proposed; and

(B) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(15) Negotiated Indirect Ceiling Rates. Offerors must propose ceilings for all indirect costs for the prime and all major subcontractors. Please refer to Section B.4.

(16) Multipliers. When proposing Time and Material subcontracts, the Offeror shall provide the multiplier and its costs breakdown. Please note that USAID's preferred subcontract type remains the firm fixed price type.

(17) Fixed Fee (if any): FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors. In negotiating the fixed dollar amount for fee, the TOCO will consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, will the amount of fixed fee in any individual task order under the IDIQ exceed 5% percent of the task order estimated cost, excluding fee. This fee ceiling is not applicable to Grants under Contracts (GUCs), if any, or other costs that have a separate fee ceiling established in the contract. The fixed fee ceiling applies to the prime contract and all cost reimbursement subcontracts.

g) Part 4 - Policies and Procedures

If the Offeror does not have prior USAID contracting experience, it shall submit a copy of its personnel and travel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

h) Part 5 - Subcontracting Plan

If the Offeror is other than a small business, it must submit a Subcontracting Plan (See Attachment J.6). Submitted Plans must address subcontracting, if any, with small business (SB), veteran- owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall contract.

i) Part 6 - Evidence of Responsibility

The Offeror shall submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, Offerors should seriously address each element of responsibility.

To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

j) Part 7 - Subcontractor Information

The information set forth below shall be provided for each subcontractor, if any, proposed. Each page shall have the subcontractor's name clearly marked.

- (1) A letter, on subcontractor letterhead, and signed by an authorized representative of each Sub-Contractor, which specifically indicates the Sub-Contractor's agreement to be included in the Offeror's proposed teaming arrangement.
- (2) The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractor(s) to be considered by the Contracting Officer for consent of subcontractor(s) to be granted with the award.
- (3) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted.
- (4) The information requested above in Parts (2), (3), (4) and (7) for each Sub-Contractor.

k) Part 8 - Information Concerning Workday, Work-Week, and Paid Absences

(1) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at time of award shall remain enforce throughout the period of the award.

l) Part 9 - Joint Venture or Partnership:

If the Offeror is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement must include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

L.6 Waivers under FAR Part 4.2101 Prohibition On Covered Telecommunications And Video Surveillance Services and Equipment

(a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.

(b) Waivers.

(1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

(2) USAID does not guarantee that waiver requests from such an offeror will be considered; USAID may make an award to an offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an offeror(s) that does not receive the approved waiver.

(3) Where USAID decides to initiate the formal Agency waiver process:

(i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.

(ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.

(iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.

(4) Additional submission requirements:

(i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:

- a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
- b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.

(ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:

- a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
- b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
- c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.

(iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:

- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
- b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
- c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and

- iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.
- (iv) Pending waiver requests/Approved waivers:
 - a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
 - b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

L.7 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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Jaime Dominguez
Deputy Director/Regional Contracting Office (CO)
USAID/Senegal

Email: jdominguez@usaid.gov

A copy to William Buckhold, Asst. General Counsel via fax at: 202-216-3058.

- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Section L)

SECTION M - TECHNICAL EVALUATION CRITERIA

M.1 GENERAL INFORMATION

- (a) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make a contract award to the responsible Offeror whose proposal represents the best value to the U.S. Government.
- (b) The Government intends to award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical and cost factors. In accordance with FAR 15.101, the Government may use one of two Best Value approaches, Cost/Technical Tradeoff or Lowest Price Technically Acceptable. The Source Selection Authority (SSA) has determined that the "Cost/Technical Tradeoff" methodology is most appropriate for this acquisition.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) Weight of Technical Criteria vs. Cost Criteria: For overall evaluation purposes, technical criteria, taken together, are significantly more important than the cost criteria.
- (e) Cost has not been assigned a numerical weight. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation merit. After the final evaluation of proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical and cost factors.

M.3 TECHNICAL EVALUATION CRITERIA

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of proposals. **The criteria are presented in equal order of importance.** Offerors should note that these criteria serve as the standard against which all technical information will be evaluated and serve to identify the significant matters that Offerors should address. See Section L.5.1 and L.5.2 for instructions regarding submission requirements for each evaluation criterion. For criteria containing sub-criteria, all sub-criteria are in equal order of importance unless otherwise stated below.

- a. The following factors will be considered in evaluating the proposals in Phase I.

Phase I:

Factor 1 – Specialized Experience / Past Performance

Factor 2 – Management Approach

All Phase I factors are equal to each other in importance and weight.

- b. The following factors will be considered in evaluating the proposals in Phase II. The Government has determined the following factors will affect contract award and therefore the relative important is stated as such:

Phase II:

Factor 3 – Technical Approach

Factor 4 – Key Personnel Narrative

Factor 5 – Price / Cost Proposal

All Phase II factors, except for Cost/Price, are equal to each other in importance and weight.

Technical Application	
Factor 3	Phase II - Technical Approach
Factor 4	Phase II - Key Personnel
Cost Application	
Factor 5	Phase II - Price / Cost Proposal
When combined all non-price factors are significantly more important than price	

M.5 EVALUATION CRITERIA - PHASE I

Factor 1 - Specialized Experience / Past Performance

Specialized Experience / Past Performance information will be used for both the Phase I performance capability evaluation and responsibility determination.

Offerors whose proposals receive a satisfactory confidence or substantial confidence rating for this factor may be considered more favorably than an Offeror with a neutral confidence rating.

Adverse past performance information to which the offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

USAID will initially determine the recency and relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more recent and relevant. Recency is defined as within the last three (3) years. The most relevant indicators of performance are contracts of similar scope of work in challenging operating contexts i.e. conflict zones, magnitude (contracts over \$10,000,000), complexity/diversity of tasks, and contract type and skills/ expertise required. Past performance shall demonstrate the ability to work in environments similar to Senegal.

For the Past Performance evaluation, the evaluation will include a relevancy rating and confidence assessment, as detailed below:

i. Past Performance Relevancy Rating. The first aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort within the past three (3) years involved essentially the same scope, magnitude and authority of effort, and complexities, including challenging operating context, this solicitation requires.
Relevant	Present/past performance effort within the past three (3) years involved similar scope, magnitude and authority of effort, and complexities, including challenging operating context, this solicitation requires.
Somewhat Relevant	Present/past performance effort within the past three (3) years involved some of the same scope, magnitude and authority of effort, and complexities, including challenging operating context, this solicitation requires.
Not Relevant	Present/past performance effort within the past three (3) years involved little or none of the scope, magnitude and authority of effort, and complexities, including challenging operating context, this solicitation requires.

The contractor performance information determined to be relevant will be evaluated in accordance with the elements, which are of equal importance, below:

1. Quality of product or service, including consistency in meeting goals and targets.
2. Cost control, including forecasting costs as well as accuracy in financial reporting.
3. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
4. Business Relations or Management, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
5. Regulatory Compliance.
6. For prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

ii. Performance Confidence Assessment. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. In conducting the confidence assessment, each Offeror shall be assigned one of the ratings identified below:

Performance Confidence Assessments	
Rating	Definition
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

Confidence	
No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

An offeror’s performance will not be evaluated favorably or unfavorably when:

1. The offeror lacks relevant performance history,
2. Information on performance is not available, or
3. The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. An exception to this “neutral” rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

Factor 2 - MANAGEMENT APPROACH

The Management Approach will be evaluated based on the extent which:

The Government will evaluate the quality of the Offeror’s Management Approach based on the extent to which:

- The Offeror’s proposed Management Approach and Staffing Plan demonstrates their ability to facilitate a rapid start-up of high-quality contract services, maintain high-quality service delivery, and interact constructively and productively with USAID/Senegal Mission, Government of Senegal (GOS) targeted entities, non-government actors and donors.
- Offeror illustrates sound strategies for advancing project objectives, maximizing efficiency, minimizing risk exposure, controlling cost, building local capacity, and ensuring sufficient flexibility to respond to unpredictable circumstances.
- All technical experts have to be familiar with francophone countries' PFM systems. Knowledge on the West African Economic and Monetary Union (WAEMU) regulatory framework would be an asset.

- The Offeror proposes a strategic partnership approach with GOS public entities, especially with the Ministry of Finance and Budget which is charged with coordinating the reforms.
- The approach demonstrates a coherent approach to utilize and manage Grants Under Contract.
- How the proposed geographic location of the Contractor office will promote effective coordination, implementation, management, oversight with USAID/Senegal as well as key stakeholders.
- How the proposed strategies/approaches will ensure cost containment as well as fraud, waste and abuse mitigation.

The extent to which that the performance management plan and organizational chart, (both individually and collectively) comprehensively address the requirements of Sections L and Section F. The Government will evaluate the extent to which the offeror proposes a clear, sound, appropriate, and feasible project management plan that clearly demonstrates :how the proposed labor, resources, and subcontractors will be coordinated and used to ensure successful completion of the project. The Project Management Plan, Organizational Chart and Rapid Mobilization Plan will be evaluated to the extent the Offeror demonstrates their ability to respond to the Task Order requirements, adaptation to changing needs, utilization of a learning agenda, demonstration of the capacity and flexibility of home office technical and management support with description of support roles and responsibilities. For this factor, Offerors will be assigned a technical rating from the following table, based on the evaluation of the Offeror’s proposal in accordance with the requirements of the RFTOP:

NON-PRICE FACTOR COMBINED TECHNICAL RATINGS	
Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.
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M.6 EVALUATION CRITERIA - PHASE II

ONLY THE SELECTED FIRMS WILL SUBMIT PROPOSALS FOR PHASE II. FIRMS WILL BE NOTIFIED OF THEIR STATUS AFTER PHASE I EVALUATIONS. DO NOT SUBMIT A PHASE II PROPOSAL UNTIL DIRECTED BY THE CONTRACTING OFFICER.

Factor 3 - TECHNICAL APPROACH

The Offeror's Technical Approach will be evaluated for the extent to which the offeror provides a clear, logical, technically-sound, and feasible technical approach for the Senegalese context to achieve the objectives, results and requirements of this RFTOP as described in the Statement of Work under Section C. The proposal will be evaluated for the extent it:

- Demonstrates an understanding of the Statement of Work (Section C) and the degree to which the proposed interventions are flexible, creative, realistic, achieve the desired results, and mitigate risks
- Degree to which the specific tasks/interventions proposed to address the three components are innovative in addressing central government capacity to design, implement, and evaluate public financial management reforms that promote result-based budgeting and accrual based accounting, fiscal transparency and public participation to the budget process, function internal and external controls mechanisms and provide solution that modernize revenue management, optimize tax revenue collection.
- Identifies a clearly articulated plan for establishing a collaborating and learning agenda (CLA) during the course of implementation. As well as a defined sustainability plan to achieve results beyond the life of the activity.
- Demonstrates a clear implementable detailed draft first-year work plan, and a draft Activity Monitoring, Evaluation and Learning Plan (AMELP) which demonstrate how interventions will be sequenced, monitored, measured, documented, and reported throughout the life of the activity in order to achieve the desired results.
- Demonstrates an understanding of Quality Assurance requirements and the degree to which performance standards (i.e., in terms of quality, timeliness, quantity, etc.) and the method of assessing contractor performance against performance standards are measurable, realistic and appropriate for the proposed interventions.
- Addresses gender considerations.
- Demonstrates the most recent, innovative and appropriate approaches in monitoring, evaluation, learning, and capacity building, as well as an efficient use of time and

resources. The approach will be evaluated for the extent it reflects an understanding of the context in which the program will be implemented while ensuring alignment with USAID policies regarding monitoring, evaluation and learning across the USAID Program Cycle. Extent to which the Offeror proposes a draft work plan for the first year of the program as well as an MEL plan that is clearly articulated and directly corresponds to the objectives outlined in Section C, including methodologies for measuring progress in all four components.

For this factor, Offerors will be assigned a technical rating from the following table, based on the evaluation of the Offeror’s proposal in accordance with the requirements of the Solicitation:

NON-PRICE FACTOR COMBINED TECHNICAL RATINGS	
Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Factor 4 - KEY PERSONNEL NARRATIVE

The Offeror will be evaluated for how the key personnel proposed demonstrate the expertise, experience, and availability of personnel through resumes or CVs that meet the minimum requirements of the technical specifications in Section F. If the Key Personnel Narrative, CVs, and Letters of Commitment do not demonstrate the minimum qualifications, as detailed under section F.8(e), then the personnel proposed will

not be considered to meet the requirements for this Factor, and will receive an unacceptable rating in this Factor.

The following Key Personnel are required for performance under the contract:

1. Chief of Party (expatriate)
2. Deputy COP, Public Sector Management specialist (national staff)
3. Senior M&E Specialist (national Staff)
4. Finance and Administration Director (national staff)

The Key Personnel presented in the proposal must be available to start work immediately after contract execution.

For this factor, Offerors will be assigned a technical rating from the following table, based on the evaluation of the Offeror's proposal in accordance with the requirements of the Solicitation:

NON-PRICE FACTOR COMBINED TECHNICAL RATINGS	
Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The below chart outlines the definitions established for strengths, weaknesses, significant strengths, deficiencies, risk and uncertainties. The following definitions are provided to assist evaluators in the evaluation process.

Evaluation Definitions	
Rating	Definition
Strength	An aspect of the proposal that increases the likelihood of successful contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful
Risk	The extent to which a proposal has the potential for unsuccessful contract performance.
Uncertainties	An aspect of the proposal that is not clear, lacks information or has discrepancies requiring clarification.

Factor 5 - Price / Cost Proposal

Each cost proposal will be evaluated but will not be assigned a rating. The evaluation of cost will include a determination of cost analysis, cost allowability, cost allocability, cost reasonableness, price analysis, completeness, and cost realism analysis. Cost realism is defined as the offeror’s ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror’s technical capacity. The Government will also evaluate the proposed costs to determine if they are realistic using proposal analysis techniques consistent with FAR 15.404.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within the Offeror's technical and Management Capability. Cost realism evaluation will be performed as part of the evaluation process:

- (a) To verify the Offeror's understanding of the requirements; and
- (b) To assess the degree to which the cost/price proposal accurately reflects the approaches and/or risks related to those approaches and the offeror's ability to provide the supplies or services for the offered prices/cost; and In evaluating the Offeror's Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the Offeror's performance of the Contract. Therefore, the evaluated cost, including fee, will be used in making a selection decision.

M.7 SOURCE SELECTION

- (a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors in this solicitation.
- (b) Phase II of this procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing Technical Proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

[END OF SECTION M]