

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 95332420Q0067	
						6. SOLICITATION ISSUE DATE 09/15/2020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kapakasa, Yembeka J				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 10/21/20 01:00 PM	
9. ISSUED BY MCC-HQ Millennium Challenge Corporation, Contracts and Grants Management Division, 1099 Fourteenth St NW, Suite 700 Washington, DC, 20005-3550, US				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0 % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A) </div> <div> NAICS: SIZE STANDARD: </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Schedule		16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY					
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED					27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

TABLE OF CONTENTS:

Listing of Incorporated Purchase Requisitions.....	4
Section B - Supplies or Services and Prices/Costs.....	4
Section C - Description/Specifications/Work Statement.....	6
Section D - Packaging and Marking.....	12
Section E - Inspection and Acceptance Terms.....	13
Section F - Delivery or Performance.....	13
Section G - Contract Administration Data.....	15
Section H - Special Contract Requirements.....	17
Section I - Contract Clauses.....	28
Section J - List of Documents, Exhibits, and other Attachments.....	34
Section K - Representations, Certifications, and Other Statements of Offerors.....	35
Section L - Instructions, Conditions and Notices to Offerors.....	37
Section M - Evaluation Factors for Award.....	44

Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Regional Compact Freight Transport Market Analysis and Political Economy Analysis	0	
Contract Type: Time and Materials				
			Unit Price	
			Other Direct Costs	
			Extended Price	
	Description: Regional Compact Freight Transport Market Analysis and Political Economy Analysis Tasks 1-4 Period of Performance (Estimated): Start: 12/18/2020 End: 12/17/2021			
Purchase Requisitions				
IDC Type:			Not Applicable	

Clauses incorporated by reference

None

Clauses incorporated by full text

Section B - Supplies or Services and Prices/Costs

B.1. FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a time-and-materials (T&M) contract resulting from this solicitation.

B.2. Funding Type

The contract will be funded, at the time of award, with no-year Due Diligence funds. As such, funding obligated to this contract may be used during the life of the contract.

B.3. Limitation of Funds – Incrementally Funded Contracts

In accordance with clause MCC 52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of **[TBD]** have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until **[TBD]**. If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified herein, or another date agreed to by the parties, **the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated.** The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds are provided.

The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

B.4. Price Breakdown: Labor Rates and Other Direct Costs (ODCs)

Labor rates at the inception of a contract period will carry through as "fixed-price" without adjustment for the life of that contract period.

Hours by labor category and pricing under ODCs are estimates only and may be increased/decreased as necessary for successful completion of the contract requirements and as approved by the COR/PM. However, the contractor's expenditures at any given point shall not exceed the total obligated amount or the total ceiling price for this contract as specified below.

Using the template below, Offerors must include all proposed labor categories, fully-burdened hourly rates and Other Direct Costs (ODCs) for the scope of work identified in Section C, over the contract period identified in Section F.

BASE PERIOD					
CLIN	Description(2)	U/I	Qty	Rate	Total
LABOR					
0001	Freight Transport Market Structure Economist (Key)	hr.			
	Political Economy Analysis Expert (Key)	hr.			
		hr.			
		hr.			
		hr.			
Total Labor Hours					-
Labor Sub-Total					\$0.00
ODCs(1)					
0001	Data Collection Subcontract(s)	Lot	1	\$60,000.00	\$60,000.00

ODC Sub-Total	\$0.00
Total Estimated Value	\$0.00

NOTE (1): MCC anticipates approximately **\$60,000.00** worth of data collection subcontracting costs for which the requirements are unknown at this time. To be fair to all vendors providing a quotation, a plug number is utilized for data collection subcontracting costs. However, if you believe this plug number is inadequate, please advise during the Question and Answer period of the solicitation. "Data Collection Subcontract(s)," as used in the table above, refers *only* to the cost of subcontracting a data collection firm and any associated indirect costs (e.g., subcontract handling fees). It does *not* include any prime contractor labor associated with overseeing/managing the data collection effort and/or analyzing the data once collected; this time should be incorporated into the level of effort proposed under the Labor section of the price template. Subcontracting costs for data collection are subject to the requirements of FAR 52.244-2, Subcontracts.

NOTE (2): A job description shall be included for each labor category proposed. The job description must identify essential and non-essential tasks that are assigned to a specific position. It must also identify reporting relationships and shall also describe required qualifications, minimum education and experience requirements, working conditions and desirable qualifications.

(End of SECTION B)

Section C - Description/Specifications/Work Statement

Clauses incorporated by reference

None

Clauses incorporated by full text

Section C - Description/Specifications/Work Statement

C.1. Introduction

The Millennium Challenge Corporation (MCC) is a United States Government Corporation created pursuant to the Millennium Challenge Act of 2003, as amended (P.L. 108-199, and codified at 22 U.S.C. 7701, et seq.). MCC's mission is to reduce poverty through assistance designed to further economic growth in developing countries. MCC works only with those countries committed to strengthening good governance, encouraging economic freedom and promoting investments in people.

MCC provides its assistance in the form of grants to countries selected by its Board of Directors as eligible to participate in one of two programs. The first is an MCC "compact," which is a large, five-year grant for countries that pass MCC's eligibility criteria. The second is an MCC "threshold" program, which is a smaller grant awarded to countries that come *close* to passing MCC's eligibility criteria and are firmly committed to improving their policy performance.

In 2018, the AGOA and MCA Modernization Act was signed into law and provided MCC with new authority to utilize cross-border regional investments that address economic challenges, expand regional markets for a larger-scale impact on poverty reduction, and facilitate increased trade and investment.

C.2. Benin & Niger Regional Integration Transport Program Background

MCC's potential Benin & Niger Regional Integration Transport Program involves rehabilitating portions of the existing transport corridor between Cotonou in Benin and Niamey in Niger, while addressing some of the institutional and market constraints that raise the financial and time costs of transporting goods along this corridor. This corridor is considered one of the most heavily traveled north-south corridors in West Africa, at up to 5,000 vehicles per day, with a high percentage of trucks. The

Benin-Niger border crossing is perhaps the busiest crossing between any coastal and land-locked country in the region, with an average of approximately 1,000 vehicles per day.

Important market and institutional constraints along this corridor include uncompetitive and extractive freight allocation arrangements; inefficient trucking industries; dysfunctional border crossings and customs processing; weak maintenance regimes, especially in Benin; and weak application of regional axle load limit regulations. A concurrent regional program involving this transport corridor would therefore need to be accompanied, and perhaps preceded, by reforms to address one or more of these constraints. While fully understanding these issues will be time consuming and addressing them challenging, the pay-off to unlocking them could be quite high.

C.3. Objectives of the Freight Transport Market Analysis and Political Economy Analysis for the Cotonou-Niamey Corridor

The objective of these analyses is to develop and refine an understanding of the causes or influences underlying the following obstacles to economic growth and poverty reduction through regional integration:

- High freight prices
- High and variable freight shipment duration
- Rapid road deterioration

Both the competitiveness of Benin and Niger's exports and the purchasing power of their consumers are highly dependent on efficient importation of production inputs and consumer goods. High freight prices and inventory expenses raise the cost of these inputs and consumer goods, reducing returns on private investment and lowering consumer purchasing power. High shipment duration raises the working capital tied up in inventory in transit, while variable duration requires either uncertainty coping expenses (such as purchase and storage of excess inventory) or interruption of production activities dependent on inputs whose shipment is delayed. The third obstacle, rapid road deterioration, contributes to high freight transport costs (separate and distinct from high freight prices), while potentially diverting scarce government and donor funds from other critical investments. Related policy and institutional reform (PIR) issues along the portion of the corridor in Benin appear to have substantially shifted following the start of the Talon administration in April 2016, necessitating a current assessment of the magnitude and root causes of these obstacles that

- Assesses barriers to freight transport sector competitiveness and their impact on freight prices, as well as freight shipment duration and variability in duration.
- Describes the key institutions (both formal and informal) and individual actors that structure activity in the freight transport and road maintenance sectors.
- Recommends potential policy and institutional reform options to address the key obstacles identified above.
- Identifies entry points for dialogue with key stakeholders on these potential reforms, as well as key challenges and risks associated with successful implementation within a 5-year project timeframe.

Our central concern is the potential for transport market structures and political economy factors to undermine the objectives of the project, which may include reducing freight transport prices, freight transport duration and variability in duration, and road deterioration rates. MCC requires that the objective of each project satisfy the following conditions: (i) can be measured cost-effectively through an independent evaluation; (ii) is clearly specified, such that there is no ambiguity about what would be measured or how to interpret results (e.g. has a quantitative target that is derived from a documented baseline); (iii) is achievable within a reasonable period of time – usually no more than five years – following completion of the compact; (iv) is clearly linked to the benefit streams modeled in the cost-benefit analysis and summarized in the economic rate of return (ERR) estimate; and (v) based on available evidence and literature, can be directly attributed to the proposed set of investments to be funded via the project.

The three key sub-questions are:

- 1) How and to what extent does the freight transport market structure drive up freight prices and could continue to do so despite potential MCC investment in rehabilitating road infrastructure
- 2) What is the allocation of profit across the freight transport sector value chain actors, with particular attention to middlemen;
- 3) To what extent does the market structure create uncertainty (or, conversely, transparency) for transporters, and how does that uncertainty (or transparency) affect transporter decision-making?

C.4. Methodological Requirements

MCC intends to engage a Contractor with substantial experience and knowledge of freight transport sector markets and political economy (see **Attachment J.1**), preferably in Benin and Niger, the West African Economic and Monetary Union (WAEMU), or other West African contexts. The assigned staff are expected to carry out interviews, observations, and discussions with key stakeholders within Benin and Niger, analyze the structure of the freight transport market using collected information and existing data sources, gauge the evolving political situation based on media reports and expert opinions, and review relevant documents such as existing policies, laws and regulations affecting the freight transport sector along the Cotonou-Niamey corridor. The contractor will also organize workshops, roundtables, focus group discussions and stakeholder surveys as needed to carry out the assignment.

The work will be concluded with a final report on findings. This report shall be structured to explicitly address the three key sub-questions above, as well as each item below.

C.4.1. Market Analysis: Assess barriers to freight transport sector competitiveness (the ability of more efficient firms to enter the market and to increase market share).

- a) What are the roles and incentives of the main parties (e.g. shippers, carriers, receivers, logistic services providers, and associations) intermediating freight transport service supply and demand, including but not limited to C&F agents, shippers' councils, coxcoeurs and unions, trucking companies, and sub-contractors for carriage of goods? What key institutions affect their behavior?
- b) For each intermediary type, how much market share is controlled by the top few firms? To what extent is the market for provision of each intermediary service oligopolistic?
- c) What is the process by which freight allocation occurs? What are the key drivers of non-competitive freight allocation and information asymmetries?
 - For example, what is the process by which Niger's 2/3 transit cargo allocation of non-strategic goods is often reallocated to trucks not registered in Niger (are any informal payments made)?
 - Are any unofficial and official quotas and restrictions still in place?
 - Is the tour de role (queue) still functional in any cases? If so, who enforces 'first in first out' allocation?
 - Are prices entirely demand/supply driven? Is the official 53k price ignored?
 - To what extent does the bilateral transit agreement prevent direct contracting between shippers and carriers?
- d) Who would be the likely winners and losers of increased competition in the road transport sector along the corridor?
- e) How would financial benefits from a reduction in vehicle operating costs and/or uncertainty coping expenses likely be distributed between shippers, intermediaries and carriers?
- f) Who would be the likely winners and losers of increased axle load enforcement? To what extent are the 5 expected weighing bridges and mandatory weighing on exit from the port likely to limit overloading? For containers transiting directly to Niamey, is overloading possible/likely if the sealed containers depart the port below the weight limit? What share of freight transported along the Cotonou–Niamey corridor has been unstuffed and reallocated to containers in Allada?
- g) Produce a simple spreadsheet showing the typical freight shipment cost structure as best understood from available data and qualitative interviews. A separate breakdown should be performed for each key freight shipment type as appropriate (e.g. large/medium/small carriers; agricultural/non-agricultural freight; formal/informal etc). This would include the typical revenue/payment from the shipper, subtract out fees and rents extracted by intermediaries (according to the best information available), and then subtract variable and fixed trucker costs, tolls and taxes, and truck depreciation. This should be compared to what the hypothesized ideal cost structure would be if the market operated efficiently, according to the best information available. How does the actual compare to an ideal cost structure? Is there evidence of undue rent extraction? What is the price reduction that could be obtained by moving to the ideal for each case?

- h) To what extent are customs procedures unnecessarily complex and/or lack transparency?
- Is the price charged by Benin control substantially higher than the cost of services provided?
 - Why does customs not identify containers for Benin control before vessels arrive?
 - Is there unnecessary paper handling that could be reduced?
 - Is there scope to increase the fluidity of customs passage procedures (to what extent has single window implementation been effective)?
 - What is the policy justification for the high-value cargo tax? To what extent is this tax distortionary?
- i) To what extent are the processes laid out for the customs union respected at the Port of Cotonou and the Niger/Benin border?
- j) To what extent do official/unofficial checkpoints and roadblocks on the Nigerien side of the border increase shipment duration length and uncertainty? To what extent are there unnecessary delays in Gaya and Niamey?
- k) Do shippers and receivers complain more about price, duration or unpredictability of duration along the Cotonou-Niamey corridor? Do these complaints vary by shipper and receiver type? How do these complaints compare to those of shippers and receivers regarding other corridors in the region (if data available)? Is it possible to benchmark using quantitative data?
- l) What are the key drivers of variation in shipment duration?

C.4.2. Describe institutions & power structures. Describe the key institutions (both formal and informal) and/or individual actors that structure activity in the sectors, with a focus on how decisions are made, how accountability is organized, and how exchange (of information, favors, and funds) is conducted. Describe the de jure and de facto structures of power and control in each sector, and how these intersect with, shape, or undermine key institutions.

This component of the analysis should also address the following specific topics and questions. However, MCC will be conducting further analysis and these topics and questions may change slightly due to MCC's increased understanding of the corridor. Thus, we will work with the contractor to develop and refine these further:

- a) **Assess power and capacity of key Government and Non-Governmental organizations affecting the freight transport sector**, including but not limited to the Ministry of Infrastructure and Transport, National Agency for Territorial Planning (ANAT), etc in Benin; and the Niger Ministry of Equipment, the Niger Ministry of Transport, the Customs Directorate (La Direction Générale des Douanes or DGD) housed within the Niger Ministry of Finance, the Nigerien Council of Users of Public Transport (Conseil Nigérien des Utilisateurs des Transport Publics or CNUT) etc in Niger.
- b) **Assess the flow of decision-making, influence and accountability** between and through elected officials, key Ministries, and relevant organizations or actors.
- What's the role of external elites or vested interests?
 - What's the relationship between key Ministries, political parties, and electoral politics?
 - What is the role of civil servants and the technocratic class in the sector?
 - With regard to road maintenance, who controls budgets, and how does budget allocation work?
 - How does the prioritization of road maintenance and improvement works take place in practice?
 - What revenue sources are directly deposited in the road maintenance fund? Are funds from these sources ever diverted to other purposes? What revenue sources are raised directly from road users? Is the information published or publicly available? Are funds already allocated to the road fund ever diverted to other purposes? If so, through what mechanisms?
 - What are gaps between current processes and processes of an optimal road maintenance fund?
 - What is the gap between current funding levels and optimal funding levels?
 - Are there incentives for Benin to underinvest in maintenance of the northern section of the corridor on the Benin side of the border, given that Benin nationals do not realize the full benefit of corridor road quality?

- c) **Assess how communication between the governments and private sector occurs (or fails to occur) in the freight transport sector.**
- What institutions, incentives, relationships and forms of exchange (e.g., patronage) structure communication practices (or failures in communication), and what is communicated?
 - Which actors are (de facto and de jure) in control of the government's communication functions with respect to the private sector?
 - What are the access points to government for the private sector? Where are they functional, and where are they not?
 - To what extent does the private sector participate in the process through which road maintenance works are prioritized?
- d) **Assess how accountability for poor government performance and corruption in the transport sector is organized. Do voters, civil society organizations, the poor, and socially-excluded groups (e.g., women, youth, rural dwellers) have information, levers or systems by which to hold the government accountable? If so, do they use them? Why or why not?**
- e) **Assess the status of laws addressing or contributing to gender inequality in the identified sector.**
- Are both men and women's needs for transport, access to information, access to decision-making mentioned in laws and regulations?
 - Are both men and women's needs for transport, access to information, access to decision-making taken into account by decision-makers?

C.5. Recommended Areas for Intervention

C.5.1. Stakeholders. Identify key stakeholders. For each, describe the role the stakeholder plays in the sector and their likely positions (e.g., ally, opposition) vis a vis anticipated sectoral reforms. Stakeholders should include:

- a) Shippers, carriers, receivers, logistic services providers, and associations intermediating freight transport service supply and demand, including but not limited to C&F agents, shippers' councils, coxieurs and unions, trucking companies, and sub-contractors for carriage of goods
- b) Other private sector business associations and service providers, and the chamber of commerce
- c) Key sector Ministries
- d) State institutions: executive, legislature, judiciary, military
- e) Political parties
- f) Citizens, small business owners, "unorganized" individuals, other groups and sub-groups from a broad range of the population including a cross-section of parties living along the corridor, or affected by freight transport along the corridor including men, women, youth, and poor/near poor.
- g) NGOS, INGOs, particularly those that represent groups (poor, rural) typically excluded from decision making.
- h) Traditional authorities
- i) Donors, multilaterals, foreign states

This component of the analysis should also address the following specific questions:

- j) Ownership and financing structures in the identified sectors.
- k) The main interlocutors with government in the freight transport sector.
- l) Likely opposition to or support of sectoral reform and development.
- m) The roles of [other key stakeholders....] in the freight transport sector.

C.5.2. Intervention Areas.

- a) **An analysis of potential reform in the freight transport sector that assesses the following:**
- Spaces where relatively high/strong support and low/weak resistance to relevant reforms is likely.
 - Political and/or ideological platforms which are especially supportive of development policy.
 - Learning from the success or failure of existing or past efforts to reform or improve the freight transport sector with regard to potential spaces of intervention or leverage points for change.

- The potential impact of reforms on outcomes that may be targeted by the project, including increasing competitiveness in the freight transport sector and reducing the price of consumer goods and production inputs faced by small and medium enterprises (SMEs), women, and the poor.
- b) **A preliminary assessment of potential policy and institutional reform options to address the key obstacles identified in Section No. 2 – Objectives of the Freight Transport Market Analysis and Political Economy Analysis for the Cotonou-Niamey Corridor above, which should include but not be limited to the following:**
- Would facilitating more formal, standard contracts between shippers, intermediaries and carriers, and more direct and longer-term contracting between shippers and carriers improve sector competitiveness?
 - Would creation of a freight exchange as has been developed by the World Bank in other West African contexts, or otherwise facilitating direct matching between shippers and carriers or simply increasing availability of information to market agents improve sector competitiveness?
 - Would increased regulation on fleet safety or reliability of service substantially reduce information asymmetries? Who would the likely winners and losers of increased regulation on fleet safety or reliability of service be?
 - If sector competitiveness were increased or fleet safety and reliability of service regulations enforced, what are potential measures to smooth the transition of small, informal operators either out of the sector or towards formalization, depending on their capacity?
 - Based on the above analysis, what other PIR activities have high potential to increase freight transport competitiveness?
 - What are the risks that MCC PIR investments could unintentionally facilitate increased rent-extraction and reduced market competitiveness?
 - To what extent would establishment of (or improvement of an existing) second generation road maintenance improve road maintenance along the corridor? To what extent would greater use of BDOM contracts improve maintenance?
 - Would a binational (Benin-Niger) road maintenance mechanism substantially improve road maintenance along the corridor?
 - What reforms could strengthen access to consumer goods and production inputs delivered via the corridor for the poor, women, vulnerable groups, and SMEs?

C.6. Tasks

Task 1: Develop Market Analysis and PEA Methodology

Based on feedback from MCC team members, the Contractor will review all readily available data, research, and reports related to the relevant issues on the Cotonou-Niamey corridor. Based on this review, the Contractor will produce five separate documents, each of which should be discussed with MCC before proceeding to Task 2:

- **Final Workplan:** The final workplan should describe in detail the plans for completing Tasks 1, 2, 3 and 4 including resources, deadlines, and deliverables. The work plan must include a timeline and staffing plan. The latter must describe the division of responsibilities and estimated Level of Effort (LOE) for each staff member according to deliverable and activity. The Contractor shall clearly demonstrate who performs what activity, when, and for how long.
- **Design Report:** The Design Report should be informed by and reference the freight transport sector market structure and political landscape and history of the Cotonou-Niamey corridor. The Design Report should clearly describe the proposed Market Analysis and PEA methodological approach to explicitly address the three sub-questions identified in Section C.3. (Objectives of the Freight Transport Market Analysis and Political Economy Analysis for the Cotonou-Niamey Corridor) and each item in Sections C.4. (Methodological Requirements) and C.5. (Recommended Areas for Intervention).
- **Literature Review:** The literature review should lay out the major themes, issues, and questions raised by the literature on the Cotonou-Niamey corridor, and how they will inform research. The Contractor should focus on work published in peer-reviewed journals in the fields of economics, transport, political science, history, sociology, geography, and anthropology, but white papers and the grey literature, and work in adjacent social science fields are

also acceptable sources. The literature review shall also examine similar studies that have been completed for other WAEMU corridors such as Lome-Ouagadougou, Tema-Ouagadougou and Abidjan-Ouagadougou and note lessons learned.

- **Sampling Frame and Initial Stakeholder List** for proposed interviews and data collection: An initial list of the market agents, agencies, private sector and civil society organizations, and individuals to be targeted for analysis, interviewed, and otherwise included in the study, along with some theoretical and practical explanations – with citations as appropriate.
- **Interview and data collection instruments** for proposed interviews and data collection.

Task 2: Collect Data for Market Analysis and PEA

Following acceptance of the Design Report by MCC, the Contractor will plan for and undertake data collection in Benin and Niger. The research team will travel to Benin and Niger to meet with relevant stakeholders to conduct the necessary data collection. Per the methodological requirements, this should include an analysis of the entry points to reform in the freight transport sector and a final stakeholder analysis. The data collection should be conducted by the Contractor including local research team members as applicable. Introductory meetings may be facilitated by MCC staff, but the Contractor is expected to initiate additional meetings as necessary to gather the required data. After returning from these missions, the Contractor is expected to produce a brief Trip Report that highlights key data gathered during the trip and lists which people and organizations were consulted. The report should also identify any remaining information gaps and propose strategies to fill them.

Task 3: Market Analysis and PEA Initial Summary of Findings

During the analysis process, the Contractor will provide weekly virtual briefings to MCC staff for ongoing technical guidance. When the analysis is complete, the Contractor will prepare a written Initial Summary of Findings and submit to MCC with accompanying slides. The work will be concluded with a final report on findings. This report shall be structured to explicitly address the three key sub-questions highlighted in **Section C.3. (Objectives of the Freight Transport Market Analysis and Political Economy Analysis for the Cotonou-Niamey Corridor)**, as well as each item in **Sections C.4. (Methodological Requirements)** and **C.5. (Recommended Areas for Intervention)**. MCC will provide feedback on these initial findings for incorporation into the draft final report.

Task 4: Present Market Analysis and PEA Recommended Policy Reform Strategy

MCC will provide feedback on the presentation, draft final report, and presentation slides within two weeks, which the Contractor will incorporate into the Final Report. In addition to the Final Report, the Contractor will submit to MCC all data files and analysis code (in a format to be specified by MCC) that were used to complete the analysis.

(End of SECTION C)

Section D - Packaging and Marking

Clauses incorporated by reference

None

Clauses incorporated by full text

DPE IE Section D

Section D. Packaging and Marking

D.1. Disclaimer of Deliverables

The Contractor shall ensure that each report prepared and delivered under this Contract contains the following statement on the first or cover page of such report:

"The views and opinions expressed herein are those of the author(s) and do not necessarily represent those of MCC or any other U.S. Government entity."

(End of SECTION D)

Section E - Inspection and Acceptance Terms

None

Clauses incorporated by reference

None

Clauses incorporated by full text

DPE IE Section E Section E. Inspection and Acceptance Terms

Inspection and acceptance shall be in accordance with the terms of FAR 52.212-4, Contract Terms and Conditions – Commercial Items/Alternate I. In addition, the following terms apply:

E.1. Inspection of Reports

MCC only accepts full submittals, not partial submittals; submittals must be in full accordance with the Contractor's approved methodology and QA/QC plan. **The Contractor must take into consideration that each deliverable will have at least one round of reviews by MCC, the Core Team, and potentially external reviewers when developing their work plan.**

E.2. Quality Control Plan

The Contractor shall have in place and maintain a Quality Assurance/Quality Control Plan (QA/QC) that covers, as a minimum, how the Contractor intends to meet the requirements of all performance objectives, monitor and proactively manage contract requirements. It shall also include the mechanism by which MCC will be notified of performance-related incidents that are likely to affect quality of service.

(End of SECTION E)

Section F - Delivery or Performance

Line Item: 0001

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
12/18/20	12/17/21	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON US 20005

Clauses incorporated by reference

None

Clauses incorporated by full text

DPE IE Section F Section F. Delivery or Performance

F.1. Period of Performance

The overall *anticipated* period of performance of this contract is as follows:

Date of Award through 12 months thereafter (est. 12/18/2020 – 12/17/2021)

Note: While the intention is to complete this work within six (6) months, the period of performance for the contract will be set at 12 months from the date of award to account for potential fieldwork delays due to COVID-19.

F.2. Place of Performance

Work will take place at the Contractor's offices, with field work in Benin and Niger, and presentations at MCC headquarters in Washington DC or via video conference as necessary.

F.3. Deliverables

Outlined below is an indicative timetable, assuming a work period of approximately six (6) months for the assignment. Note that MCC requires at least five (5) business days to review draft deliverables. While the intention is to complete this work within six months, the period of performance for the contract will be set at 12 months to account for potential fieldwork delays due to COVID-19.

Task/Deliverable	Draft Deliverable Due Date*	Final Deliverable Due Date*
Task 1: Develop Market Analysis and PEA Methodology <ul style="list-style-type: none"> Final workplan Design Report and Literature Review Sampling Frame and Initial Stakeholder List for proposed interviews and data collection Interview and data collection instruments 	5 weeks from start of assignment	7 weeks from start of assignment
Task 2: Collect Data for Market Analysis and PEA <ul style="list-style-type: none"> Trip report 	10 weeks from start of assignment	12 weeks from start of assignment
Task 3: Market Analysis and PEA Initial Summary of Findings <ul style="list-style-type: none"> Initial summary of findings Initial summary of findings (slides) 	15 weeks from start of assignment	
Task 4: Present Market Analysis and PEA Recommended Policy Reform Strategy <ul style="list-style-type: none"> Presentation of findings and submission of Draft Final Report and presentation slides for MCC Feedback 	20 weeks from start of assignment	
<ul style="list-style-type: none"> Final report Final results presentation (slides) Data and analysis code files 	23 weeks from start of assignment	25 weeks from start of assignment

* Subject to change to accommodate potential fieldwork delays due to COVID-19. Final due dates for all deliverables will be discussed with MCC and then included in the work plan and deliverable schedule during the inception period.

F.4. Deliverable Format

All deliverables must be submitted in Microsoft Office formats unless directed otherwise by MCC. The Contractor shall provide a Market Analysis and PEA for the freight transport sector along the Cotonou-Niamey corridor in conformance with the approved methodology. The Final Report must be written in English. ***Note that the Final Report will be a non-public, internal MCC document, and will not be shared with the Governments of Benin or Niger.***

F.5. Acceptance Criteria

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the specified tasks;
- Quality and clarity of analyses and work produced; and
- Timeliness and efficacy of communications with relevant counterparts at MCC and other relevant organizations.

(End of SECTION F)

Section G - Contract Administration Data

Requesting Office Address	
MCC-HQ Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth St NW, Suite 700 Washington DC 20005-3550 Phone: _____ Fax: _____ Contact Details: Kapakasa, Yembeka J kapakasay@mcc.gov	

Property Administration Office Address	
MCC-HQ Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth St NW, Suite 700 Washington DC 20005-3550 Phone: _____ Fax: _____ Contact Details:	

COTR Office Address	
MCC-HQ Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth St NW, Suite 700 Washington DC 20005-3550 Phone: _____ Fax: _____ Contact Details:	

Issuing Office Address	
MCC-HQ	

Millennium Challenge Corporation
 Contracts and Grants Management Division
 1099 Fourteenth St NW, Suite 700
 Washington DC 20005-3550
 Phone:
 Contact Details:
 Kapakasa, Yembeka J
 kapakasay@mcc.gov

Fax:

Clauses incorporated by reference

None

Clauses incorporated by full text

MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2017)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_IBCDENVER@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:
MCC_Accounting_IBCDENVER@ibc.doi.gov.

(End of clause)

Section H - Special Contract Requirements

Clauses incorporated by reference

None

Clauses incorporated by full text

MCC 52.203-70

CONTRACTOR NON-DISCLOSURE AGREEMENT (MAY 2017)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _____ do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any _____, except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[signatory]

Contract Administrator

Date

MCC 52.204-70

SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL - FEBRUARY 2019

A. Compliance with MCC Safety and Security Regulations at MCC Headquarters

1. Personal services contractors (PSCs) and contract employees including those working for subcontractors shall be subject to and abide by all MCC safety and security policy and procedures while on MCC premises, and satisfy applicable requirements for fitness to perform work for or on behalf of MCC, personnel security, and obtaining an MCC Photo Identification (ID) Badge.

2. MCC may impose applicable criminal, civil and/or administrative sanctions, including removal, suspension, termination or suspension of access to information, information systems, or MCC facilities, against any PSC or contractor employee who fails to adequately protect classified national security information or sensitive information, including such information designated as Controlled Unclassified Information, from unauthorized disclosure. The sanctions imposed are under the authority of the applicable laws, regulations, Government-wide and MCC policies.

B. PSC and Contract Employee Fitness and MCC Photo ID Badge Requirements

1. The following are requirements for a PSC or contractor employee who works under this contract and requires access to any of the following: MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or any other designated sensitive information (such as classified national security information and Controlled Unclassified Information under 32 CFR Part 2002).

a. Such an individual must be:

i. A U.S. citizen or have Permanent Resident Status in the U.S;

- ii. Screened for fitness to work for or on behalf of MCC;
- iii. Determined by MCC to be fit to work for or on behalf of MCC; and
- iv. Determined eligible to be issued an MCC Photo Identification Badge.

b. In addition, if the individual is not a U.S. citizen for or in a position designated as moderate or high risk (i.e., a public trust position), the individual must have been residing, working and/or attending an educational institution in the U.S. for at least three, years.

c. MCC may allow such an individual to perform services under this contract based on: (1) a favorable suitability/fitness screening as an interim fitness determination, and (2) a favorable interim credentialing determination for issuance of an MCC Photo ID Badge, as applicable. An interim fitness determination does not satisfy requirement a. iii.) of this paragraph, and an interim credentialing determination does not satisfy requirement a. iv.) of this paragraph.

d. An investigation for an individual's fitness will be required to satisfy requirement a. iii.) except whenever the individual already has an investigation on file that meets the requirements for an investigation based on all applicable position designation(s) for the individual that satisfies/satisfy guidelines issued by the Suitability and Credentialing Executive Agent (SuitCredEA), the Security Executive Agent (SecEA) and the individual has been working for or on behalf of a Federal agency continuously for at least one year in one or more Federal positions or as a contractor employee that was/were subject to suitability or fitness investigation satisfying guidelines issued by the Suitability and Credentialing Executive Agent. However, no exception to the investigation requirement will be granted whenever MCC obtains new information in connection with the individuals that calls into question the individual's fitness under the criteria for suitability in 5 CFR 731.202. The investigation required will be based on position designation performed by MCC in accordance with 5 CFR 731 and 5 CFR 1400.

2. PSCs and contractor employees for or in public trust positions are subject to reinvestigation for fitness within the timeframe specified by the SuitCredEA.

3. A PSC or contractor employee whose position risk designation increases due to reassignment or change in job duties or responsibilities, is subject to the fitness investigation requirements for the higher risk position at the time the position designation is changed. If the position with the higher risk designation is the same one occupied by the individual, the individual may remain in the position while the investigation is being conducted; otherwise, the individual may not perform services under this contract in the new capacity until the requirements of B.1. of this clause are satisfied. Any upgrade in the investigation required for the new risk level will be initiated by MCC within 14 calendar days of the reassignment or change in job duties or responsibilities.

4. Fitness determinations will be made by MCC using the criteria and guidelines for making suitability determinations in 5 CFR 731.202 and related guidelines of the SuitCredEA. When no new investigation is required, MCC may determine an individual unfit when the investigative record on file for the individual shows conduct that is incompatible with the core duties of the relevant position by applying the criteria and guidelines referenced in this paragraph.

5. If a PSC or contractor employee develops one or more issues with respect to the criteria in 5 CFR 731.202 prior to any required investigation or reinvestigation, MCC may conduct an investigation at any time sufficient to resolve the issues and determine the individual's fitness to work for or on behalf of MCC.

6. Interim and final determinations on eligibility to be issued a MCC Photo ID Badge will be made by MCC based on the SuitCredEA's criteria in "Final Credentialing Standards for Issuing Personal Identity Verification Cards" or it latest successor.

7. Contractor, including any PSC, is required to have all affected personnel complete appropriate security forms, including a signed Personal Information Request Form (PIRF) and a signed form OF 306 Declaration for Federal Employment, which are to be signed and faxed to MCC DIS at 202-521-3590. Candidates for PSC positions must also include a copy of their resume in the fax transmission that includes the PIRF and OF 306. In addition, individuals subject to fitness investigation or reinvestigation must complete a Standard Form 85P or 85P-S (as specified by MCC Domestic and International Security (DIS)) and related signature releases, supplemental forms; and submit to fingerprint imaging within seven (7) days after receiving a DIS e-mail request for the documents. MCC DIS will provide the necessary forms, which must be submitted using an on-line system on the Internet. (Also see "Contract Award" below.)

8. MCC Photo ID Badges will only be issued to individuals determined eligible to be issued one and who attend a scheduled MCC Orientation Program and Security Briefing.

9. Whenever MCC determines an individual is unfit or ineligible to be issued a MCC Photo ID Badge, the Contracting Officer (CO) or CO's Representative (COR) will notify the contractor's contractual point of contact (POC) in writing of the decision and, whenever applicable, that accesses to MCC facilities and information systems have been terminated. Subsequent to issuance of these notifications, contractors are required to provide MCC a suitable replacement; and PSCs and contractors are responsible, whenever applicable, for the return of the subject individual's MCC Photo ID Badge and any MCC equipment that was issued to the individual.

C. Personnel Security Requirements for PSCs Paid Directly by MCC

1. PSCs directly paid by MCC without interim national security eligibility granted by MCC or national security eligibility at least at the level required for the position, duties, or work activities specified as requiring such eligibility, including that for access to classified national security information, by this contract are prohibited from rendering services under this contract.

2. MCC will determine national security eligibility for all PSCs to whom MCC makes direct payments for services rendered and whose position requires such eligibility as approved by the appropriate MCC department vice president-level executive. MCC will: (1) make eligibility determinations based on a background investigation that meets the requirements issued by the SecEA; (2) determine whether a previously-performed investigation satisfies the investigative requirements using guidelines issued by the Office of Management and Budget or the SecEA; and (3) adjudicate personnel security background investigations or any other information related to determining national security eligibility using the criteria in Security Executive Agent Directive 4, *National Security Adjudicative Guidelines*, or its latest successor.

3. A PSC granted national security eligibility by MCC is subject to a personnel security reinvestigation by MCC within the timeframe specified by the SecEA.

4. MCC may at any time perform a personnel security reinvestigation of a PSC to whom it has granted national security eligibility.

5. MCC may administratively withdraw national security eligibility it has granted whenever it determines such eligibility is no longer needed. MCC may administratively downgrade a Top Secret security clearance holder's clearance to Secret whenever it determines the holder no longer needs access to Top Secret information.

6. Whenever a personnel security investigation or reinvestigation is required, PSCs and PSC candidates will submit to MCC DIS, personnel security background investigation forms, including a PIRF, OF 306, a copy of their resume, a Questionnaire for National Security Positions (SF 86), signature releases and supplemental forms, and submit to fingerprint imaging used to access reports from the Federal Bureau of Investigation (FBI) and other national databases.

7. In exceptional circumstances MCC may grant interim national security eligibility with access to classified information at the Secret level to a PSC directly paid by MCC while a personnel security background investigation is in progress based on favorable adjudication of previously-completed personnel security investigations or reinvestigations, the PSC's OF 306, resume, SF 86 submission, and any other relevant information.

8. MCC will not grant national security eligibility to any individual determined ineligible to be issued a MCC Photo ID Badge or unfit.

9. PSCs to whom MCC grants national security eligibility will not be issued a security clearance and, consequently, will not be permitted access to classified information, until the individual attends an MCC Security Clearance Briefing and signs a Classified Information Nondisclosure Agreement (SF 312).

10. Whenever MCC determines an individual not eligible for national security eligibility, the Contracting Officer (CO) or CO's Representative (COR) will notify the contractor's contractual point of contact (POC) in writing of the MCC determination(s) and, whenever applicable, that accesses to MCC facilities and information systems have been terminated. MCC will process such individuals in accordance with §5.2 of Executive Order 12968, "Review Proceedings for Denials or Revocations of Eligibility for Access". Subsequent to issuance of these notifications, contractors are required to provide MCC a suitable replacement; and PSCs and contractors are responsible, whenever applicable, for the return of the subject's MCC Photo ID Badge and any MCC equipment that was issued to the individual.

D. Personnel Security Requirements for Contractor employees and Other PSCs

1. Contractor employees and PSCs not directly compensated by MCC without a national security eligibility or interim eligibility

at least at the level required for the position, duties, or work activities specified as requiring such eligibility, including that for access to classified national security information and occupy a sensitive position (as defined in 5 CFR 732), by this contract are prohibited from rendering services under this contract.

2. Contractor employees and PSCs not directly compensated by MCC requiring national security eligibility to perform work for MCC must hold one at the appropriate level in accordance with the policy and procedures of the National Industrial Security Program (NISP, Executive Order 12829, as amended) and the NISP policy and procedures of the Department of Defense. Such individuals granted national security eligibility who are assigned to or visit MCC headquarters or overseas MCC/Resident Country Director offices (i.e., where access to classified national security information is required), must have their eligibility/security clearances or interim security clearances certified using a visit authorization request. The contractor shall submit all employee visit authorization requests to DIS via fax to 202-521-3590, along with a PIRF and form OF 306 completed and signed by each contractor employee or PSC.

3. Contractors and subcontractors shall notify the CO and COR of all terminations of their employees (with respect to their MCC service) who possess MCC Photo ID Badges, have access to MCC information systems, or any MCC IT equipment; and in addition, contractors and subcontractors shall notify the CO and COR of all contractor employees proposed to replace those terminated employees terminated by providing the information for employees required in section G. of this clause.

E. Work Performance

The contractor shall prescreen all their employee candidates for MCC service covered under this clause to ensure they initially possess the necessary investigation and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' background and work performance to ensure that nothing has occurred which may negatively impact or jeopardize their employees' eligibility for an MCC Photo ID Badge, favorable fitness determination, and security clearance, whichever are applicable.

Unless otherwise provided herein, in no event will the need for MCC to process investigations and clearances (including physical on-site access at MCC facilities) be considered an excusable delay under the contract. In addition, the need to replace contractor employees determined by the MCC to be ineligible for any reason will not be considered an excusable delay.

Failure to comply with the contractor employee investigation and clearance requirements herein may result in termination of the contract for default.

F. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall propose a list of all contractor employees and subcontractor employees working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include each employee's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, access to MCC headquarters, access to sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding investigation and clearance issues. If the contractor has documentation which provides evidence of a contractor employee's previous or current background investigation and/or clearance status, the contractor will provide the employee's investigations/clearance status to MCC DIS via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC DIS.

(End of clause)

specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

52.232-72

MCC 52.232-72 LIMITATION OF FUNDS - INCREMENTALLY FUNDED CONTRACTS (NOV 2006)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

MCC 52.232-73

TRAVEL REIMBURSEMENT (MAY 2017)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) *Traveler Responsibilities.* All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the "Fly America" rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and

4) Cost breakdown.

5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) Approvals. All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

- 1) Business class - Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the

exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation -

MCC has engaged the services of the U.S. Department of Health & Human Services (HHS), Federal Occupational Health Service (FOH), and Medical Employability Program (MEP) for medical accommodations due to disability adjudication. Requests for, and HHS determinations on, medical accommodations for business class travel will be confidential, with only MCC's Travel Office receiving copies of the request and the MED/DP determination. Contractor travelers requesting medical accommodations based upon disability must complete the steps below. Forms are available from the MCC COR and/or PM.

- 1) Contractor traveler completes the Medical Employability Case Transmittal Form, A127523-S192701-W190333. Form can be faxed to (301) 492-4783 or e-mailed to medical.employability@foh.hhs.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.
- 2) Contractor traveler forwards Physician a copy of the Medical Accommodation Physician's form, which the physician completes, dates, and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to HHS at medical.employability@foh.hhs.gov. Alternatively, it can be faxed Attn: Medical Employability Program (301) 492-4783.
- 3) Once both forms have been completed and sent, HHS makes a medical determination based on the information provided by the traveler and the traveler's physician on the HHS/FOH/EMP forms. FOH will send a letter to the POC listed on the transmittal form with recommendations. MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from FOH/MEP.
- 4) Contractor must note that the process can take several weeks and will depend on how quickly HHS/FOH/MED receives the information (including communication with treating physicians).

B) Sanitation/Health - Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings - Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security - Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement - circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach "premium" class - coach "premium" class must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops - must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

(End of clause)

MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)
Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

52.242-70 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (NOV 2019)
The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.gov>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding the simplified threshold, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690. As part of this process, the contractor must determine who will serve as their CPARS "Contractor Representative" in the CPARS system. If, at any time, the contractor makes a determination that their CPARS Contractor Representative needs to change to a different individual, the contractor must contact MCC via email at the address CPARS@mcc.gov to notify MCC of the change so that appropriate action can be taken by MCC's CPARS Focal Points to ensure that the contractor receives timely notification of their evaluation. Failure to do so may result in the contractor not receiving their evaluation in a timely manner and may result in the contractor not receiving the opportunity to provide comments in response to MCC's evaluation. The email notification to CPARS@mcc.gov must contain the following information:

1. Name and email address of previous CPARS Contractor Representative
2. Name and email address of new CPARS Contractor Representative
3. Contract and order number (if applicable) of each affected contract that the contractor has with MCC.

(End of clause)

MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)
The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete

services if the need arises.

(End of clause)

MCC 52.245-70 **CONTRACTOR ACQUIRED MCC GOVERNMENT PROPERTY OVERSEAS (JULY 2012)**
Property and equipment (hereafter stated "property") that MCC Contractors (other than Personnel Service Contractors) acquire and for which they receive MCC reimbursement through the invoice process is Government (MCC) owned property. Government property is to be used, monitored, and inventoried in accordance with FAR Part 45, Subpart 45.5 Management of Government Property in the Possession of Contractors, as well as MCC Policy 350, "Policies and procedures on Property, Plant, and Equipment." The contractor should start a running property inventory as soon as it begins to procure property and equipment the cost of which is charged back to the Government. The Contractor shall furnish a copy of such inventory to the COR semi-annually or at least as the contract is in its final stages of completion if its duration does not exceed six months. Mandatory fields on the inventory include: The Contractor's Name; the Contractor Number; the Country Location and address location; a description of the item with model number serial number, and manufacturer; the acquisition date and cost; the Quantity; the expected life; and its condition at the time of the report. The contractor is responsible for removing US Government identification from property that is to be abandoned.

(End of Clause)

DPE IE Section H

Section H. Special Contract Requirements

H.1. Human Subjects Protection

The Contractor shall comply with all laws and regulations applicable to the performance of its activities under this Contract, including but not limited to all applicable laws, rules, policies and procedures governing the use of human subjects in research and the protection of their privacy. In particular, the Contractor shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under applicable law.

H.2. Personally Identifiable Information and Confidentiality

All Contractor employees or independent contractors engaged in this contract shall not divulge any information, whether obtained orally or in writing from, or data maintained by the MCC to any unauthorized person for any purpose. Contractor and contractor employees shall not directly or indirectly use, or allow the use of Confidential Information (including Personally Identifiable Information) for any other purpose other than that directly associated with their officially assigned duties for MCC. Further, the Contractor and contractor employees shall not directly or indirectly reveal or cause to be revealed the nature or content of any Confidential Information (including Personally Identifiable Information), except to authorized personnel. By signing this contract, the Contractor acknowledges that any unauthorized use of information may be a violation of law and this agreement. Authorized persons refers only to persons assigned to a project requiring access to Confidential Information (including Personally Identifiable Information) or directly in the line of management over the project requiring access to the data. The Contractor shall provide a non-disclosure agreement letter signed by personnel working on the task.

Contractors responsible for handling Personally Identifiable Information should reference: 52.224-1 Privacy Act Notification (APR 1984); 52.224-2 Privacy Act (APR 1984). The link to view these clauses can be found here: <http://www.acquisition.gov/far/>.

H.3. Key Personnel

- a) The key personnel identified below are considered to be essential to work performance. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness death, or termination of employment.
- b) The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph d. below.

- c) After the initial 90-day period, the Contractor shall submit the information required by paragraph d. to the Contracting Officer at least 15 days prior to making any permanent substitutions or additions.
- d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitute(s); the résumé(s) of the proposed substitute(s); written certification that the proposed substitute(s) meets the key personnel qualification requirements identified below; and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced.
- e) The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.
- f) The Contractor shall assign to this contract the following key personnel:

[To be completed by the Offeror]

_____, Freight Transport Market Structure Economist
_____, Political Economy Analysis Expert

H.4. Team & Key Personnel Qualifications

Quotes shall clearly identify the following Key Personnel and the Contractor shall be prepared to provide experienced personnel to fulfill the tasks and deliverables reflected in **Sections C – Description/Specifications/Work Statement** and **F – Delivery or Performance**.

Freight Transport Market Structure Economist:

The Freight Transport Market Structure Economist must meet or exceed the following minimum *required* qualifications:

- Advanced knowledge of economic market structure analysis.
- Mastery of and expertise in economic principles, concepts and practices, and modeling complex economic concepts.
- Experience preparing comprehensive reports for technical and executive-level audiences that provide recommendations in complex and critical areas of market structure analysis.
- At least five (5) years of experience conducting market structure analysis in international settings, including lower and lower-middle income contexts. This experience must include freight transport sector market structure analysis, and must include both field research and literature reviews.
- Education: A Master's degree in Economics or a closely related field that has a significant quantitative analysis component.
- French language proficiency.

In addition, the following are *preferred* qualifications for the Freight Transport Market Structure Economist:

- Either a Ph.D. in Economics with five (5) or more years of demonstrated experience in market structure analysis applied to lower and lower-middle income countries; or a Master's in Economics with eight (8) or more years of similar demonstrated experience.
- Publications in relevant fields of economics.
- Experience conducting freight transport sector analysis in Benin and Niger, the WAEMU, or other West African context.

Political Economy Analysis Expert:

The Political Economy Analysis Expert must meet or exceed the following minimum *required* qualifications:

- Advanced knowledge of political economy analysis.
- At least five (5) years of experience conducting sector or problem-level political economy research in international settings. This experience must include both field research and literature reviews.
- Research experience that includes high-level players (e.g. senior government officials), mid-level players (e.g. banks and big civil society organizations, or CSOs), and ground-level players (e.g. traditional authorities, small CSOs, and community groups).
- At least five (5) years of experience leading rigorous qualitative and quantitative empirical research in lower and lower-middle income contexts, including leading key informant interviews, focus groups, document reviews, direct observation, and surveys.
- Advanced expertise in transport sector analysis.
- Demonstrated ability to provide clear, actionable guidance and recommendations and strong written and verbal communication skills in both English and French.
- Education: Post-graduate degree in a social science field, e.g. political science, sociology, anthropology, political economy, or history.
- French language proficiency.

In addition, the following are *preferred* qualifications for the Political Economy Analysis Expert:

- Either a Ph.D. in a social science field with five (5) or more years of demonstrated experience in political economy analysis in lower and lower-middle income countries; or a Master's degree with eight (8) or more years of similar demonstrated experience.
- Publications in relevant fields of social science.
- Country experience and expertise acquired through at least five years of ongoing research or residence in Benin and/or Niger.

Required Team Level Qualifications:

- Experience conducting freight transport sector analysis in Benin and Niger, or other WAEMU context.
- Country experience and expertise acquired through at least five (5) years of ongoing research or residence in Benin and/or Niger.

Non-Key Personnel:

Additional staffing will be left to the Contractor to determine, based on the proposed methodology and approach. All proposed staff should provide CVs demonstrating how their qualifications suit the needs of the requested services.

(End of SECTION H)

Section I - Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.204-13	52.204-13 System for Award Management Maintenance (OCT 2018)
52.204-18	52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-25	52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
52.212-4 Alt I	52.212-4 Contract Terms and Conditions-Commercial Items (OCT 2018) Alt I (JAN 2017)

52.227-14	52.227-14 Rights in Data-General (MAY 2014)
52.232-9	52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-39	52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.245-1	52.245-1 Government Property (JAN 2017)
52.245-9	52.245-9 Use and Charges (APR 2012)

Clauses incorporated by full text

- 52.212-5 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (AUG 2020)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- _____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
- _____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- _____ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- _____ (ii) Alternate I (Mar 2020) of 52.219-3.
- _____ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- _____ (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- _____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

- _____ (ii) Alternate I (Mar 2020) of 52.219-6.
- _____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- _____ (ii) Alternate I (Mar 2020) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- _____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- _____ (ii) Alternate I (Nov 2016) of 52.219-9.
- _____ (iii) Alternate II (Nov 2016) of 52.219-9.
- _____ (iv) Alternate III (Jun 2020) of 52.219-9.
- _____ (v) Alternate IV (Jun 2020) of 52.219-9.
- _____ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)(15 U.S.C. 644(r)).
- _____ (ii) Alternate I (Mar 2020) of 52.219-13.
- _____ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- _____ (20) 52.219-16, Liquidated Damages - Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657 f).
- X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
- _____ (ii) Alternate I (Mar 2020) of 52.219-28.
- _____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- _____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- _____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- _____ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- _____ (28) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- _____ (ii) Alternate I (Feb 1999) of 52.222-26.
- X (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- _____ (ii) Alternate I (Jul 2014) of 52.222-35.
- X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- _____ (ii) Alternate I (Jul 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- _____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- _____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- _____ (40)(i) 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Oct 2015) of 52.223-13.
- _____ (41)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

_____ (43)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

_____ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

_____ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

_____ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

_____ (ii) Alternate I (Jan 2017) of 52.224-3.

_____ (48) 52.225-1, Buy American - Supplies (May 2014) (41 U.S.C. chapter 83).

_____ (49)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

_____ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_____ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

_____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Oct 2018) (31 U.S.C. 3332).

_____ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_____ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_____ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

_____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

_____ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_____ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (May 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (May 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

_____ (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as

amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8

52.217-8 Option to Extend Services (NOV 1999)

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

(End of clause)

52.244-2

52.244-2 Subcontracts (JUN 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<https://acquisition.gov/browsefar>

(End of clause)

Section J - List of Documents, Exhibits, and other Attachments

None

Clauses incorporated by reference

None

Clauses incorporated by full text

DPE IE Section J

Section J - List of Attachments

J.1. What is Political Economy Analysis and Why is it Important?

J.2. Past Performance Questionnaire

Section K - Representations, Certifications, and Other Statements of Offerors

Clauses incorporated by reference

Article Number	Reference Text
52.204-17	52.204-17 Ownership or Control of Offeror (AUG 2020)
52.204-19	52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.225-25	52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

Clauses incorporated by full text

52.204-24 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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)

52.209-7

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or

requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

DPE IE Section K

Section K. Representations, Certifications, and Other Statements of Offerors

Representations, certifications, and other statements of offerors or respondents shall be in accordance with the offeror's registration in the System for Award Management (SAM) (www.sam.gov).

Offerors shall submit a copy of their SAM registration with their offer, or include a certification that their SAM-based reps and certs are active and up-to-date under their respective DUNS number.

(End of SECTION K)

Section L - Instructions, Conditions and Notices to Offerors

Clauses incorporated by reference

Article Number	Reference Text
52.204-7	52.204-7 System for Award Management (OCT 2018)
52.204-16	52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
52.214-34	52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35	52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Clauses incorporated by full text

52.204-71 MCC 52.204-71 NOTICE OF MCC ELECTRONIC MAIL FILTERS (JUNE 2019)

Offerors and other interested parties are hereby notified that the Millennium Challenge Corporation utilizes electronic mail filters for security purposes that may block certain messages from unknown or suspicious senders and certain potentially malicious file types. As such, the following information and guidance is provided:

a) General Inquiries, Questions, and/or Submission of Quotes/Proposals. As unrecognized or unknown senders may be blocked by MCC's email security measures, Offerors and interested parties are advised of the following:

1. Offerors and interested parties must conform to any submission instructions included in this solicitation or notice, including referencing any solicitation or notice number(s) identified in the subject line of any communications regarding it to minimize the chance that the message will be identified as spam or as a suspicious message.
2. MCC considers Offerors and interested parties responsible for confirming with MCC personnel that messages containing such communications, including general inquiries about MCC solicitations, questions regarding MCC solicitations, and electronic submissions of quotes or proposals have been received.
3. As a general practice, MCC acknowledges receipt of inquiries about a solicitation, questions about a solicitation, or submission of quotes/proposals in writing, so if such an acknowledgement has not been received, then the offeror or interested party should contact MCC directly for confirmation of receipt.
4. This verification should be completed by contacting MCC personnel identified directly in this solicitation or notice regarding the inquiry, question, or quote/proposal via telephone number if a confirmation of receipt or acknowledgement is not returned by MCC personnel. As such, Offerors and interested parties, if submitting questions or quotes/proposals that are time-sensitive, must provide sufficient time to contact MCC and verify receipt prior to any quotation/proposal/question due date.

b) Blocked and Unacceptable File Types. Offerors and interested parties are advised that due to current cybersecurity threats, MCC currently blocks attachments containing extensions that run programs. These include any files that contain or are executables, macros, and other extensions that present a threat. As such the Offeror must not use any of these file extensions and remove all macros from Microsoft Office documents (Word, Excel) or their inquiry, question, or quote/proposal will be blocked, preventing receipt of the message by MCC and potentially preventing the Offeror from being considered for award. The following are examples of file types that are blocked, however this list is not exhaustive or fully-inclusive as additional, similar file types may be blocked in the future:

.vbs (Microsoft visual basic scripting)

.vbe (VBScript Encoded Script File)

.scr (script)

.reg (registration file)

.jar (java file extension)

.exe (executable)

.docm (word with macros)

.xlsm (excel with macros)

.pptm (powerpoint with macros)

.app (executable)

.ani (animation files)

.ace (data compression archive file format used by WinAce)

.ico (image file format)

.js (java script)

.zip (compression file)

(End of clause)

52.213-70

MCC 52.213-70 EXCLUSION OF QUOTES AND PRE-AWARD COMMUNICATIONS WITH
OFFERORS (JUNE 2019)

At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify a Quoter that its quote has been excluded from further consideration nor need it provide the Quoter with a pre-award debriefing. However, the Quoter will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

After receipt of quotes, the Government will conduct an evaluation. The Government intends to evaluate quotes and issue a contract without communications with offerors. However, during the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a Quoter that is different than the quote revision date for another Quoter(s). The Government need not conduct communications with all Quoters. Rather, the Government may, at its discretion, conduct communications with one or only some Quoters. Furthermore, the Government need not permit all Quoters to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some Quoters.

(End of clause)

DPE IE Section L.1 to L.10 Section L.1 to L.10 - Instructions, Conditions and Notices to Offerors

L.1. Inquiries/Quotations Concerning the Solicitation

All questions concerning this solicitation must be addressed in writing by e-mail to kapakasay@mcc.gov and naranjoj@mcc.gov no later than **Thursday, October 1, 2020 at 1:00pm Eastern Time**.

L.2. Quotation Due Date

All quotations must be submitted in electronic format. The quotation due date is **Wednesday, October 21, 2020 at 1:00pm Eastern Time** to kapakasay@mcc.gov and naranjoj@mcc.gov.

L.3. Quotation Response

Offerors shall ensure that the solicitation number "**95332420Q0067**" is included in the subject line of their e-mail response. Failure to do so may cause a quotation not to be considered. **It is the responsibility of the offeror to ensure that their quotation is received on time as identified in paragraph L.2 above.**

L.4. Quotation Volumes

Each Offeror's quotation submitted in response to this solicitation shall be prepared as two (2) electronic Volumes:

- Volume 1: Technical Quotation (**no reference to any pricing in this volume**)
- Volume 2: Cost Quotation

L.5. Quotation Format

- Files shall be formatted to print on 8.5 x 11 inch paper, with the exception of charts, such as MS-Project, that can be presented on 11 x 17 inch pages.
- Single-spaced typed lines, including figures and glossaries.
- 1-inch margins.
- Times New Roman font, in no smaller than 12-point for text.
- Times New Roman font, 10-point for spreadsheets and any font size for graphics as long as they are legible.
- Submission format: PDF, Microsoft Word and/or Excel (Note: Price tables *must* be submitted in Excel format, with formulas visible as applicable).
- All quotation pages must be numbered.

L.6. Page Limits

Volume 1: Technical Quotation is limited to **15 pages**.

- Pages beyond this number will not be read or evaluated. *NOTE: Cover pages, executive summaries/cover letters, tables of content, and acronym/reference lists do **not** count toward the page limit.*
- The sample Market Structure Analysis, sample Political Economy Analysis, résumés, CVs, letters of commitment (if applicable), and Contractor Performance Assessment Reports (CPARs) may be included in an appendix to the Technical Quotation without a page limit. Any other information included in the appendix will *not* be evaluated and **MCC reserves the right to eliminate a vendor from consideration for award if any additional information beyond the listed documents is included. Appendices to the Technical Quotation shall be submitted as a separate electronic file from the Technical Quotation.**

Volume 2: Cost Quotation has no page limitation (Note: Price tables *must* be submitted in Microsoft Excel format, with formulas visible as applicable).

L.7. Preparation of Volume 1 – Technical Quotation

The Technical Quotation shall be prepared in such a manner as to enable the Government reviewers to conduct a thorough evaluation and arrive at a determination of the quotation which offers the best value to the Government. The quotation shall be specific, detailed, and complete to clearly and fully demonstrate that the Offeror has a thorough understanding of the requirements set forth in the solicitation. A mere restatement of the requirements will *not* suffice.

Volume 1 must not contain any reference to cost but shall include proposed labor categories/positions and estimated level of effort (hours) for each position to demonstrate an understanding of the requirement.

The Technical Quotation shall address the requirements in Section C of this solicitation, including:

- **Proposed Technical Approach:** Description of the proposed methodological approach to achieving the objectives, answering the key sub-questions, and producing the specified deliverables.
- **Illustrative Work Plan:** The illustrative work plan shall cover the entire Period of Performance; it shall provide detail at least at the level of calendar weeks. The work plan shall include proposed due dates, as well as a timeline and resource allocation plan. The latter must describe the division of responsibilities and estimated level of effort (LOE) for each team member according to deliverable and activity. The Offeror shall clearly demonstrate who will perform what activity, when, and for how long.
- **Staffing Plan:** Provide a description of the proposed team arrangement, including:
 - Describe the roles of each team member, indicating task assignments and which members will interact with MCC counterparts and other stakeholders.
 - Provide an organizational chart depicting the makeup and organization of the project team.
 - Provide individual names and CVs for the Freight Transport Market Structure Economist and Political

Economy Analysis Expert positions (key personnel). Include individual names and CVs for all other proposed non-key personnel as well, specifically identifying language capabilities, depth of relevant subject matter expertise, and prior experience in the region. Letters of Commitment are required for Key Personnel *only* (applicable only if the proposed candidate is not already an employee of the firm). Both CVs and Letters of Commitment must be included in the Volume 1 appendix.

- Within the Technical Quotation page limit, outline the specific qualifications/capabilities of key personnel as they relate to the Statement of Work and the qualification requirements stated in Section H.4. This information should be presented in a succinct table using the format shown below. The completed table should be no longer than two (2) pages.

Key Personnel Position	Qualification Requirement	Proposed Candidate(s)	Specific Evidence of Qualification (Brief)
[Position title]	[Insert each qualification requirement listed in Section H.4. for the associated position.]	[Name of proposed candidate]	[Explain how proposed candidate meets qualification requirement(s)]
Freight Transport Market Structure Economist	Advanced knowledge of economic market structure analysis.		
	Mastery of and expertise in economic principles, concepts and practices, and modeling complex economic concepts.		
	Experience preparing comprehensive reports for technical and executive-level audiences that provide recommendations in complex and critical areas of market structure analysis.		
	At least five (5) years of experience conducting market structure analysis in international settings, including lower and lower-middle income contexts. This experience must include freight transport sector market structure analysis, and must include both field research and literature reviews.		
	Education: A Master's degree in Economics or a closely related field that has a significant quantitative analysis component.		
	French language proficiency.		
	Either a Ph.D. in Economics with five (5) or more years of demonstrated experience in market structure analysis applied to lower and lower-middle income countries; or a Master's in Economics with eight (8) or more years of similar demonstrated experience. <i>(Preferred)</i>		
	Publications in relevant fields of economics. <i>(Preferred)</i>		
	Experience conducting freight transport sector analysis in Benin and Niger, the WAEMU, or other West African context. <i>(Preferred)</i>		
Political Economy Analysis Expert	Advanced knowledge of political economy analysis.		
	At least five (5) years of experience conducting sector or problem-level political economy research in international settings. This experience must include both field research and literature reviews.		
	Research experience that includes high-level players (e.g. senior government officials), mid-level players (e.g. banks and big civil society organizations, or CSOs), and ground-level players (e.g. traditional authorities, small CSOs, and community groups).		

Key Personnel Position	Qualification Requirement	Proposed Candidate(s)	Specific Evidence of Qualification (Brief)
	At least five (5) years of experience leading rigorous qualitative and quantitative empirical research in lower and lower-middle income contexts, including leading key informant interviews, focus groups, document reviews, direct observation, and surveys.		
	Advanced expertise in transport sector analysis.		
	Demonstrated ability to provide clear, actionable guidance and recommendations and strong written and verbal communication skills in both English and French.		
	Education: Post-graduate degree in a social science field, e.g. political science, sociology, anthropology, political economy, or history.		
	French language proficiency.		
	Either a Ph.D. in a social science field with five (5) or more years of demonstrated experience in political economy analysis in lower and lower-middle income countries; or a Master's degree with eight (8) or more years of similar demonstrated experience. <i>(Preferred)</i>		
	Publications in relevant fields of social science. <i>(Preferred)</i>		
	Country experience and expertise acquired through at least five years of ongoing research or residence in Benin and/or Niger. <i>(Preferred)</i>		

- Similarly, explain how the team *as a whole* meets the required qualification factors listed in Section H.4. This information should be presented in a succinct table using the format shown below. The completed table should be no longer than one (1) page.

Team Qualification	Proposed Candidate(s)	Specific Evidence of Qualification (Brief)
[Insert team-level qualification requirement]	[Name of candidate(s) who meet the requirement]	[Explain how the proposed candidate(s) meet the team-level qualification requirement]
Experience conducting freight transport sector analysis in Benin and Niger, or other WAEMU context.		
Country experience and expertise acquired through at least five (5) years of ongoing research or residence in Benin and/or Niger.		

- **Past Performance:** The Technical Quotation shall also include information on at least three (3) current or past projects of similar scope and size that demonstrate the offeror's capability to perform the scope of work identified in Section C. The following matrix must be used to document the offeror's past performance:

Contract/Task Order Number	Period of Performance (base & options)	Contract/Task Order Value
Technical POC:		
Name	Email	Tel. Number
Contractual POC:		
Name	Email	Tel. Number

Project Description:
Relevance to the Freight Transport Market Analysis and Political Economy Analysis Project:

The three (or more) matrices must be included within Volume 1 and are subject to the page limits referenced in **Section L.6**. Offerors shall *not* include additional past performance matrices in the appendix to Volume 1. If an offeror does not have three relevant references, they should state so within the past performance section of their Technical Quotation. Per Section M, lack of relevant performance history will have no negative or positive evaluated significance.

In addition, each client reference identified in the matrices shall submit a completed Past Performance Questionnaire (see Attachment J.2.). The offeror's references must submit their completed Past Performance Questionnaires to kapakasay@mcc.gov and naranjoj@mcc.gov by the quotation due date and time. Past Performance Questionnaires that are received from client references *after* the quotation due date and time may not be considered; however, MCC reserves the right to accept and consider late past performance questionnaires if determined to be in the best interest of the Government. **Past performance questionnaires are NOT required for MCC projects on which the offeror served as the prime contractor. MCC reserves the right to contact client references.**

In lieu of the past performance questionnaire, offerors may choose to submit a copy of a completed Contractor Performance Assessment Report (CPAR) record. CPAR records may be included in the appendix to Volume 1 – Technical Quotation.

The Technical Quotation **appendix** shall include:

- **Sample Market Structure Analysis:** One or more relevant Market Structure Analyses previously completed by the Freight Transport Market Structure Economist.
- **Sample Political Economy Analysis:** One or more relevant Political Economy Analyses previously completed by the Political Economy Analysis Expert.
- **Curriculum Vitae (CV):** CVs for each of the proposed team members.
- **Letters of Commitment:** Letters of Commitment are required for Key Personnel *only* (applicable only if the proposed candidate is not already an employee of the firm).
- **Contractor Performance Assessment Reports (CPARs):** If applicable, per the past performance section above.

L.8. Preparation of Volume 2: Cost Quotation

- Negotiated labor rates shall be fixed for the duration of the contract period.
- The price quotation shall be provided in Excel spreadsheet format as shown in **Section B.4. Price Breakdown: Labor Rates and Other Direct Costs (ODCs)**, including labor category, hourly rate, number of hours (level of effort) and total price.
- Other Direct Costs (ODCs) shall be identified in spreadsheet format as shown at **Section B.4.** and shall support the offeror's proposed technical approach. Any proposed indirect rates (e.g., G&A) must be included in the offeror's quotation.
- The price template at **Section B.4.** of this solicitation must be used by all Offerors in the preparation of their cost quotation. **The price table must be submitted in Microsoft Excel format; offerors may copy their price table into a PDF or Word document to accompany the narrative portion of their cost quotation, but the underlying Excel file must be provided, with formulas incorporated/visible as applicable.**
- Volume 2 shall also contain the following administrative items:
 - a) Signed/completed SF-1449 (page 1 of solicitation)
 - b) Signed SF-30 for *all* solicitation amendments (or written acknowledgement of such amendments in a cover letter)

- c) Representations and certifications (see Section K)
- d) Clear identification of the offeror's DUNS number
- e) Copy of the offeror's Negotiated Indirect Cost Rate Agreement (NICRA), if applicable
- f) Significant cost/price assumptions
- g) Functional description of each proposed labor category (except for the Key Personnel identified in Section H.3), including essential and non-essential tasks, reporting relationships, minimum education and experience qualification requirements, etc. (see Note 2 underneath the price template in **Section B.4.**)

(End of SECTION L)

Section M - Evaluation Factors for Award

Clauses incorporated by reference

None

Clauses incorporated by full text

DPE IE Section M

Section M. Evaluation Factors for Award

M.1. FAR 52.212-2 Evaluation – Commercial Items (OCT 2014)

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

- (i) Technical Capability;
- (ii) Past Performance; and
- (iii) Price.

Technical capability and past performance, when combined, are more important than price.

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

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

(End of Provision)

M.2. Evaluation Factor 1 – Technical Capability

1) Sub-Factor 1: Staffing

The Government will evaluate the adequacy of the offeror's proposed staffing plan, including the extent to which the offeror's proposed team meets the stated qualifications contained in Section **H.4. Team and Key Personnel Qualifications** for:

- Key Personnel; and
- Any additional proposed staff.

As part of the evaluation of key personnel qualifications, the Government will also assess the quality of the sample Market Structure Analysis previously completed by the Freight Transport Market Structure Economist and the sample Political Economy Analysis previously completed by the Political Economy Analysis Expert.

2) **Sub-Factor 2: Technical Approach/Methodology**

The Government will evaluate the quality, strength and relevance of the technical approach proposed by the Offeror, including the illustrative work plan.

NOTE: Mere restatement of the requirements or statements from the Offeror that the quote is compliant with the RFQ without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the quote would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC requirement.

M.3. Evaluation Factor 2 – Past Performance

The Government will evaluate reference information and past performance questionnaires provided to ascertain the ability of the offeror to successfully perform on this requirement. **The offeror shall submit specific reference information related to the scope of the requirement (see Section L.7.).** The Government will consider the degree to which the offeror demonstrates *relevant* history on projects of similar size and scope; and the *level of customer satisfaction* on those projects.

The Government reserves the right to consider information from any other source(s) when evaluating the offeror's past performance, including (but not limited to) CPARS assessments and knowledge of the offeror's performance on other MCC contracts not cited in the offeror's quotation. Offerors with no relevant performance history shall be assigned a neutral rating having no negative or positive evaluated significance.

Per the instructions at **Section L.7.**, the offeror shall submit Past Performance Questionnaires (template included, see **Attachment J.2.**) completed by organizations for which the offeror has completed projects similar to the requirements of the Statement of Work. The offeror's references must submit their completed Past Performance Questionnaires to kapakasay@mcc.gov and naranjo@mcc.gov by the quotation due date and time. Past Performance Questionnaires that are received from client references *after* the quotation due date and time may not be considered; however, MCC reserves the right to accept and consider late past performance questionnaires if determined to be in the best interest of the Government.

M.4. Evaluation Factor 3 – Price

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of quotes. Price quotations will be analyzed for fairness, reasonableness and completeness. A price quotation found to be unrealistically low or unreasonably high may be considered to reflect a lack of understanding of the requirements. Offerors are cautioned that unreasonably high or unrealistically low proposed prices may be grounds for eliminating a quotation from consideration for award.

M.5. Basis for Award

The Government intends to award a single contract on a best value basis to the offeror that is determined to be the most advantageous to the Government, price and other factors considered. Offerors are cautioned that an award may not necessarily be made to the lowest priced offeror. However, if non-price factors are evaluated as comparatively equal between two or more offerors, price may become a determinative factor. MCC reserves the right, at its sole discretion, to invite offeror(s) to make oral presentations in clarification and/or support of their quote, as appropriate.

(End of SECTION M)