

|  |   |  |  |   |  |
|--|---|--|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |   | 1. CONTRACT ID CODE  |  | PAGE OF PAGES                             |  |
|  |   |  |  | 112                                       |  |
| 2. AMENDMENT/MODIFICATION NO.  |   | 3. EFFECTIVE DATE  |  | 4. REQUISITION/PURCHASE REQ. NO.          |  |
| 0001   |   | 02/24/2023   |  |   |  |
| 6. ISSUED BY   |   | CODE   |  | 7. ADMINISTERED BY (If other than Item 6) |  |
| USAID M/OAA  |   | 7200AA   |  | CODE                                      |  |
| Office of Acquisition & Assistance   |   |  |  | N/A                                       |  |
| 1300 Pennsylvania Avenue, NW, UA   |   |  |  | Not Applicable                            |  |
| Washington DC 20523-1000   |   |  |  |   |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  |   | (x)  |  | 9A. AMENDMENT OF SOLICITATION NO.         |  |
|  |   |  |  | 7200AA23R00037                            |  |
|  |   | x  |  | 9B. DATED (SEE ITEM 11)                   |  |
|  |   |  |  | 02/17/2023                                |  |
|  |   |  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.   |  |
|  |   |  |  |   |  |
|  |   |  |  | 10B. DATED (SEE ITEM 13)                  |  |
|  |   |  |  |   |  |
| CODE   |   | FACILITY CODE  |  |   |  |
|  |   |  |  |   |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |   |  |  |   |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended.   |   |  |  |   |  |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |   |  |  |   |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)  |   |  |  |   |  |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  |   |  |  |   |  |
| CHECK ONE  | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |  |   |  |
|  | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |  |  |   |  |
|  | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |  |   |  |
|  | D. OTHER (Specify type of modification and authority)   |  |  |   |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.   |   |  |  |   |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |   |  |  |   |  |
| ----   |   |  |  |   |  |
| The purpose of this Amendment #0001 to RFP.7200AA23R00037 is to post the following in SAM.gov:   |   |  |  |   |  |
| (1) Questions & Answers to the RFP   |   |  |  |   |  |
| (2) Revised RFP.7200AA23R00037, Amendment #0001  |   |  |  |   |  |
| (3) Revise Attachment A - Pricing Table and upload revised Attachment A  |   |  |  |   |  |
| (4) Upload Attachments B and C   |   |  |  |   |  |
| ----   |   |  |  |   |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |   |  |  |   |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)  |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |  |   |  |
|  |   | Deidre Jackson   |  |   |  |
| 15B. CONTRACTOR/OFFEROR  |   | 15C. DATE SIGNED   |  | 16B. UNITED STATES OF AMERICA             |  |
| (Signature of person authorized to sign)   |   |  |  | Deidre Jackson                            |  |
|  |   |  |  | (Signature of Contracting Officer)        |  |
|  |   |  |  | 2/24/23                                   |  |
| Previous edition unusable  |   | STANDARD FORM 30 (REV. 11/2016)                            |  |   |  |
|  |   | Prescribed by GSA FAR (48 CFR) 53.243                      |  |   |  |



**Solicitation No:** 7200AA23R00037 (Revised)

**Amendment #0001 Issue Date:** Friday, February 24, 2023

**Solicitation Issue Date:** Friday, February 17, 2023

**Questions Submission Date:** Wednesday, February 22, 2023, 4:00PM EST

**Solicitation Closing Date:** Wednesday, March 08, 2023, 4:00PM EST

**SUBJECT:** Request for Proposal (RFP) No. 7200AA23R00037 for USAID Office of Security Administrative and Financial Support Services – 8(a) Total Set-Aside

Dear Sir or Madam,

The United States Government, represented by the U.S. Agency for International Development (USAID), is soliciting proposals from qualified Small Business Administration (SBA) certified 8(a) contractors to provide administrative and financial support services to the USAID Office of Security. This procurement is a total 8(a) set-aside.

The period of performance for this award is expected to be five (5) years, consisting of one (1) Base period and four (4) Option periods. USAID anticipates awarding one (1) Firm-Fixed-Price contract under this solicitation. The NAICS code for this solicitation is 541214. The incumbent contractor for this award is eliteBco LLC.

Instructions for responding to this solicitation are contained in Section L of this document. Proposals will be evaluated on the basis of the criteria described in Section M. The award will be made to the offeror whose proposal offers the best value to the Government. Responses to this RFP must follow the instructions and include the information outlined in Section L of the solicitation. Failure to follow or submit requested documentation may result in an organization being deemed as non-compliant, and not eligible for review. Please ensure that your company's registration in the System for Award Management (SAM) Central is current and up to date at the time in which the proposal is submitted and valid upon the date the award is issued. SAM can be accessed at [www.sam.gov](http://www.sam.gov).

Any questions regarding this RFP must be submitted via email only to the following email address, and the date and time shown for the Questions submission date shown above. Questions will not be accepted if sent to additional email addresses or after the date and time listed above. Proposals will be accepted via email only by the closing date and time shown above. Email correspondence for questions and proposal submissions must be directed to Lucillyn Susi at [lsusi@usaid.gov](mailto:lsusi@usaid.gov), with a copy to Deidre Jackson at [dejackson@usaid.gov](mailto:dejackson@usaid.gov). The subject line must read: "Questions: RFP 7200AAR2300037– SEC Administrative and Financial Support Services Contract-[Name of Firm]".



Offerors should carefully consider Section L – Instructions to Offerors and Section M – Evaluation of Proposals. Sections “B” through Section “I” will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award. Proposals must be signed by an official who is authorized to bind the offeror’s organization.

Required Company Information:

- 1) CAGE Code
- 2) SAM Unique Entity Identifier Number
- 3) Tax Identification number
- 4) Offeror’s Business Size

Issuance of this solicitation does not constitute an award commitment on the part of the U.S Government nor does it commit the U.S. Government to pay for the costs incurred in the preparation and submission of a proposal. Further, this solicitation is subject to availability of funds and other internal USAID approvals. The Government reserves the right to reject your offer, if such action is considered to be in the best interest of the Government and the offer does not meet the specified instructions and requirements of the SOW and this RFP. The Government also reserves the right to not make an award.

Sincerely,

Deidre Jackson  
Contracting Officer, M/OAA/RM-A  
United States Agency for International Development

## SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 PURPOSE

The purpose of this contract is to provide administrative and financial support services to the United States Agency for International Development (USAID) Office of Security (SEC) as described in Section C – DESCRIPTION/SPECIFICATION/WORK STATEMENT.

### B.2 CONTRACT TYPE

This is a Firm-Fixed-Price contract with a total ceiling price of **\$TBD**. For the consideration set forth below, the Contractor will provide the deliverables or outputs described in Section C at prices consistent with Section B.4 - Price of this contract.

### B.3 CONTRACT LINE ITEM NUMBERS

This contract will be paid based on Contract Line Item Numbers (CLINs). The CLINs under this award are defined as follows:

1. **CLIN 1** is for payment of Contractor services in the performance of this award. Payment will be made at the fixed price amounts designated in this award.
2. **CLIN 2** is for pass-through payments to security investigators as described in Section C. Amounts designated for CLIN 2 in this award are maximum amounts only, and exact amounts of pass-through payments will be determined by USAID during the course of the award. The Contractor is not entitled to be paid amounts designated for CLIN 2 as a fee for services provided.

### B.4 PRICE

**{Final pricing table will be inserted at the time of the award}**

| CLIN         | Description              | Yr 1                            | Yr 2                            | Yr 3                            | Yr 4                            | Yr 5                            | Total 5 Years                  |
|--------------|--------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
|              |                          | Base Period                     | Option Year 1                   | Option Year 2                   | Option Year 3                   | Option Year 4                   |                                |
|              |                          | April XX, 2023 - April XX, 2024 | April XX, 2024 - April XX, 2025 | April XX, 2025 - April XX, 2026 | April XX, 2026 - April XX, 2027 | April XX, 2027 - April XX, 2028 | April XX, 2023 - April XX 2028 |
|              |                          | Total Price                     | Total Price                     | Total Price                     | Total Price                     | Total Price                     | Total Price                    |
| 001          | Contractor Services      | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                         |
|              | <b>Total Contractor</b>  |                                 |                                 |                                 |                                 |                                 |                                |
| 002          | Estimated Annual         | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$13,500,000                   |
|              |                          |                                 |                                 |                                 |                                 |                                 |                                |
| <b>Total</b> | <b>CLIN 1 and CLIN 2</b> |                                 |                                 |                                 |                                 |                                 |                                |

Note:

CLIN 001 reflects the contractor's proposed fixed price to manage the services described in Section C - Scope of Work in the solicitation.

CLIN 002 is a plug figure that reflects the potential maximum amount of funds allocated to support the investigators.

Yearly budget break-down:

1. The firm fixed price for the **Base Year** of the performance of the work required hereunder is:
  - a. CLIN 1 Contractor Services: **\$TBD**.
  - b. CLIN 2 Investigator Pass-through Payments: \$2,700,000.
2. The firm fixed price for **Option Year 1** of the performance of the work required hereunder is:
  - a. CLIN 1 Contractor Services: **\$TBD**.
  - b. CLIN 2 Investigator Pass-through Payments: \$2,700,000.
3. The firm fixed price for **Option Year 2** of the performance of the work required hereunder is:
  - a. CLIN 1 Contractor Services: **\$TBD**.
  - b. CLIN 2 Investigator Pass-through Payments: \$2,700,000.
4. The firm fixed price for **Option Year 3** of the performance of the work required hereunder is:
  - a. CLIN 1 Contractor Services: **\$TBD**.
  - b. CLIN 2 Investigator Pass-through Payments: \$2,700,000.
5. The firm fixed price for **Option Year 4** of the performance of the work required hereunder is:
  - a. CLIN 1 Contractor Services: **\$TBD**.
  - b. CLIN 2 Investigator Pass-through Payments: \$2,700,000.

**B.5 OBLIGATED AMOUNT**

The amount currently obligated and available for payment to the Contractor for performance and pass-through payments hereunder is:

1. CLIN 1 Contractor Services: **\$TBD**.
2. CLIN 2 Investigator Pass-through Payments: **\$TBD**.

**[END OF SECTION B]**

## SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

### C.1. BACKGROUND

The United States Agency for International Development Office of Security (USAID/SEC) is responsible for conducting personnel security and suitability investigations on individuals selected to enter on duty with USAID and to update security clearances on individuals already employed by the Agency. Certain aspects of these investigations require extensive field work by trained and experienced personnel. USAID obtains these security investigation services via a Blanket Ordering Agreement (BOA) issued to designated contract investigators. The BOA is typically awarded to approximately 80 investigators throughout the United States. These investigators are required to conduct personnel security and suitability related investigations pursuant to Executive Orders 12968, 10450, 13488, and 13467; applicable regulations which include 5 CFR 731 and 5 CFR 732; and USAID/SEC policies and procedures.

SEC manages the operational activities associated with this mission and provides each investigator with training and administrative support. For each investigative case assignment, investigators are selected and tasked to complete specific investigative work. Once selected to perform work, the investigator receives a **Project Order (PO)**, which serves as the case assignment and the funding authorization document. The PO contains the following information:

- (1) the USAID Contracting Officer's Representative (COR) as the sender,
- (2) name of the investigator assigned to the case,
- (3) investigator's identification number (as assigned by USAID),
- (4) PO number,
- (5) case number,
- (6) date of assignment,
- (7) suspense date (date by which the work must be completed, as determined by USAID),
- (8) case type,
- (9) USAID applicant's last name,
- (10) number of service-hours authorized,
- (11) hourly rate authorized,
- (12) maximum amount of funds approved for service-hours and expenses, and
- (13) comment section for additional information, as needed.

Upon completion of the investigation, the investigator is required to submit to SEC a **Report of Investigation (ROI)** based on their assigned work, along with a completed voucher and any applicable receipts. The voucher must contain the following information:

- (1) name of the investigator assigned to the case,
- (2) investigator's identification number,
- (3) PO number,
- (4) case number,
- (5) case type,
- (6) USAID applicant's last name,
- (7) number of service-hours authorized,

- (8) hourly rate authorized,
- (9) authorized expenses,
- (10) dates of investigative activities,
- (11) number of hours spent on each activity, and
- (12) the contract investigator's signature.

Authorized expenses in addition to service-hours authorized may include parking fees, tolls, transportation costs, and other related expenses. Each of these expenses is identified by a specific code on the voucher. Vouchers are reviewed and either approved or disapproved by the COR. On a weekly basis, approved vouchers are submitted electronically to the Administrative and Financial Support Services Contractor for further processing and payment to the investigator.

## **C.2 TITLE AND SCOPE**

The title of this award is the Administrative and Financial Support Services Contract. This contract will provide services to support the BOA awarded to approximately 80 security investigators whose individual rates may reach a maximum of \$500,000 over a five (5) year period. Total investigator pass-through payment, thus the amount the contractor will be responsible for managing, for services performed may reach approximately \$225,000 in payments per month.

## **C.3 OBJECTIVE**

The objective of this contract is to provide administrative support and payment and reimbursement services to all authorized investigators performing work under the security investigator BOA with USAID/SEC.

## **C.4 CONTRACTOR REQUIREMENTS**

### **a. Administrative Support Services**

1. The Contractor must provide a fully operational online central repository of information with appropriate interfaces and have the logistical capability to adequately safeguard and maintain records of all completed accounting processes and personal data regarding all investigators. The Contractor must ensure that all financial and personal records are appropriately safeguarded.
2. The Contractor must provide online capability for administrative services to all investigators and provide appropriate portal interfaces to facilitate accessing such information via the Internet. Investigators under the above mentioned BOA must enroll in this online system designated by the Contractor in order to receive administrative support, receive payments, and access related information.

3. The Contractor must provide online training accessible via the Internet for the investigators. This online training will provide information and tutorials on how to access and use the Contractor's online system as described in this Section.
4. The Contractor must provide the investigators, via the online system, access to 1099 tax forms on an annual basis, or as required by the Internal Revenue Service (IRS).
5. The Contractor's online system must be able to provide the COR with the capability to reconcile assigned cases, closed cases, and pending payments.
6. The Contractor's online system must have the capability for the COR to provide feedback directly to the Contractor for bug reporting and enhancement. Requests by the COR to correct or revise a feature or function in the system must be completed within five (5) business days. In the case of a fix that requires more than five (5) business days to correct or revise, the fix will be completed within a timeframe agreed upon in writing by the COR and the Contractor.
7. The Contractor must provide telephonic and online (email and chat) support services for the investigators and be accessible to the COR and other designated SEC staff. The hours of support services will be from 8:30am (EST) through 5:30pm (EST), Monday through Friday, excluding Federal holidays.

**b. Financial Support Services**

1. The Contractor must provide a fully operational online system such that the COR can create a **Project Order (PO)** for each investigative case assignment that captures the following information:
  - (1) COR as the sender,
  - (2) name of the investigator assigned to the case,
  - (3) investigator's identification number (as assigned by USAID),
  - (4) PO number,
  - (5) case number,
  - (6) date of assignment,
  - (7) suspense date (date by which the work must be completed, as determined by USAID),
  - (8) case type,
  - (9) USAID applicant's last name,
  - (10) number of service-hours authorized,
  - (11) hourly rate authorized,
  - (12) maximum amount of funds approved for service-hours and expenses, and
  - (13) comment section for additional information, as needed.

The online system will also allow the investigator to create a voucher based on the PO assigned which contains the following information:

- (1) name of the investigator assigned to the case,
- (2) investigator's identification number,
- (3) PO number,
- (4) case number,
- (5) case type,
- (6) USAID applicant's last name,
- (7) number of service-hours authorized,
- (8) hourly rate authorized,
- (9) authorized expenses,
- (10) dates of investigative activities,
- (11) number of hours spent on each activity, and
- (12) the contract investigator's signature.

Authorized expenses in addition to service-hours authorized may include parking fees, tolls, transportation costs, and other related expenses. Each of these expenses must be identified by a specific code on the voucher.

2. The Contractor's online system must provide the COR with weekly invoices itemizing all approved voucher payments for investigators. The system must allow the COR to electronically access and track information on investigator assignments, applicable funding limits, and status of payments for investigators. The online system must provide the capability for the COR to obtain reports in PDF format on information in the system, including reports on services provided but not yet paid. The Contractor's system must enable sorting of information according to the parameters determined and agreed upon by the COR and Contractor. The Contractor must provide the capability for all data to be exported into MS Excel.
3. The Contractor's online system must enable investigators to provide and update account information on their personal profiles. The system must allow the investigator to provide and change information including, but not limited to, the following: mailing address, physical address, telephone numbers, email addresses, log in information, and password resets.
4. The Contractor's online system must enable investigators to review the status of their pending payments. This feature must provide the investigators with information regarding voucher approval status, payments scheduled for deposit, and when payments have been successfully completed.
5. The Contractor's payment system must allow adjustments to be made to the hourly rates of the investigators based on changes made by USAID.
6. The Contractor's online system must provide up to date information regarding voucher status that must include, at a minimum, the following:
  - (1) name of the investigator assigned to the case,
  - (2) investigator's identification number,

- (3) PO number, and
- (4) voucher status.

7. The Contractor must provide financial management and payment processing for all investigator vouchers. On a weekly basis, the COR will electronically submit to the Contractor approved vouchers for processing and payment to the investigators. The Contractor must review all submitted weekly vouchers within one (1) business day of receipt for accuracy and completeness, and must communicate apparent errors and discrepancies to the COR. The Contractor must tally the vouchers and provide a consolidated invoice using Standard Form 1034 to the COR for final approval. The weekly invoice must include a voucher detail report as an attachment. The voucher detail report must identify:

- (1) investigator name,
- (2) investigator identification number,
- (3) PO number, and
- (4) total amount for the voucher.

The voucher detail report must accurately reflect a grand total of the vouchers to be paid. Following receipt of the weekly consolidated invoice, an approval form is prepared by the COR and sent to the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payments Division (USAID/M/CFO/CMP) for payment to the Contractor. As soon as possible and no later than one business day upon receipt of payment by USAID/M/CFO/CMP, the Contractor will make payments to the appropriate investigators for individual approved vouchers. Payments to investigators must be made on a weekly basis.

**c. Additional Requirements**

1. The Contractor must have a fully operational system in place, meeting all requirements stated above, at the time of proposal submission.
2. The Contractor must immediately notify the Contracting Officer (CO) and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract. The Contractor must notify the COR within one (1) business day if they suspect that there has been a delay in receiving the weekly payment from USAID to the Contractor, which could then delay the payment processing to the investigators.

**C.5 USAID RESPONSIBILITIES**

1. The COR will provide individual investigator POs and vouchers to the Contractor for each investigator assignment. Vouchers that have been reviewed and approved by the COR will be marked as "Approved" and dated as appropriate.

**[END OF SECTION C]**



## **SECTION D - PACKAGING AND MARKING**

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

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

### **D.2 BRANDING STRATEGY AND MARKING PLAN**

The Contractor must comply with the requirements of the USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy. The Contractor must develop a project specific branding strategy in close coordination with the COR that will include detailed descriptions of communications, publicity, and acknowledgements, as well as a marking plan that will detail how expected public communications, projects, and other program outputs and materials will visibly bear the USAID identity.

The Contractor must submit a detailed Branding Strategy and Marking Plan for review and approval within thirty (30) days after the contract period of performance start date. The contract will be modified to add the approved Branding Strategy and Marking Plan after award.

**[END OF SECTION D]**

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 FAR 52.252-2 NOTICE LISTING CONTRACT 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 addresses:

FAR: <http://arnet.gov/far/>

AIDAR: <Http://www.usaid.gov/pubs/ads/300/aidar.pdf>

| <b>NUMBER</b> | <b>TITLE</b> | <b>DATE</b> |
|---------------|--------------|-------------|
|---------------|--------------|-------------|

|  |  |  |
|--|--|--|
| <b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b> |  |  |
|--|--|--|

|          |   |  |
|----------|---|--|
| 52.246-4 | INSPECTION OF SERVICES-FIXED PRICE (AUG 1996) |  |
|----------|---|--|

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables shall take place at USAID Washington or at any other location where the services are performed and reports and deliverables are produced or submitted. The COR identified in Section G has been delegated authority to inspect and accept all services, reports, and deliverables or outputs.

Rejection of a deliverable will delay payment due and may be grounds for termination or for default. On-time deliveries of delivery schedule items, as well as performance measurements, are critical to acceptable performance under this Contract.

**[END OF SECTION E]**

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this contract is five (5) years, one (1) base year and four (4) one year option periods, if all options are exercised. The estimated dates are:

|                    |                                 |
|--------------------|---------------------------------|
| Base Year:         | April 14, 2023 – April 13, 2024 |
| Option Year One:   | April 14, 2024 – April 13, 2025 |
| Option Year Two:   | April 14, 2025 – April 13, 2026 |
| Option Year Three: | April 14, 2026 – April 13, 2027 |
| Option Year Four:  | April 14, 2027 – April 13, 2028 |

### **F.2 PLACE OF PERFORMANCE**

Work primarily be performed at the contractor's location. Work may be required at USAID locations in the Washington, DC area, or in other locations, as directed and authorized by the COR.

### **F.3 AUTHORIZED WORKDAY/WEEK & HOURS OF SUPPORT**

Overtime or premium pay is not authorized under this Contract. The Contractor must seek prior written approval of the Contracting Officer Representative (COR). In addition, the COR may authorize a six-day work week for performance on a case-by-case basis.

### **F.4 KEY PERSONNEL**

The key personnel are responsible for managing, administrative tracking and reporting requirements, facilitating, and ensuring that activities and tasks are carried out within reasonable requested timeframes and meet quality standards:

The Contractor must propose **one (1)** key personnel position:

- **TBD**

**Replacement of Key Personnel:** Prior to replacing any of the specified individuals, the Contractor will immediately notify both the Contracting Officer and COR in advance and will submit written justification in sufficient detail to permit evaluation of the impact on the requirement. No replacement of key personnel will be made by the Contractor without the written consent of the Contracting Officer.

**Substitution of Key Personnel:** The contractor shall notify the CO and COR prior to making any changes in Key Personnel. No substitutions in Key Personnel shall be made unless the contractor can demonstrate that the qualifications of prospective Key Personnel are equal to or better than the qualifications of the Key Personnel being substituted. All requests for approval of substitutions or additions in Key Personnel must be in writing and provide a detailed

explanation of the circumstances necessitating the proposed change. The contractor shall request all substitutions or additions to Key Personnel in accordance with this clause.

#### **F.5 DELIVERABLES AND REPORTING**

In addition to the requirements set forth for submission of reports in Sections I, AIDAR clause 752.242- 70 Periodic Progress Reports (OCT 2007), the contractor shall submit electronically by the date indicated, the following reports to the COR with a copy to the Contracting Officer.

| <b>Report</b>                                 | <b>Due Date</b>   |
|---|---|
| Annual Work Plan                              | Year 1- within 45 days of award;<br>Years 2-5, annually no later than 30 calendar days prior to the start of the next contract year                                     |
| Quarterly Progress Reports                    | Year 1-4, within 30 days after each 6-month period<br>Years 5, within 30 days after the first 6-month period, and a Final Report 30 days before the end of the contract |
| Quarterly Accrual Reports                     | Within 15 days after each three-month period  |
| Annual Report                                 | Within 30 days of the end of each fiscal year   |
| Final Report                                  | Within 45 days of the completion of this Contract   |
| Branding Implementation Plan and Marking Plan | With 30 days of award   |
| Status Meetings                               | Quarterly   |
| Financial Report:                             | Quarterly   |

a) Annual Work Plan

The Contractor must deliver Annual Work Plans that detail the work to be accomplished during the upcoming year. Within 2 weeks post contract award, the Contractor must meet with the COR to discuss project activities for these programs in order to develop the scope and format for the Annual Work Plan. The scope, format, and content of the work plan will be agreed to between the Contractor and the COR and must be submitted within 30 calendar days after the preliminary meeting with the COR. Subsequent years' work plans must be submitted within 30 calendar days before each annual anniversary of contract award. The COR may provide written approval to modify Work Plan requirements.

b) Quarterly Progress Reports

The Contractor must provide quarterly progress reports due September 15, and December 15 of each year following the issuance of this contract. This will summarize program highlights, achievements, and major activities; budget information (including amounts obligated, Contractor funds obligated to program and grant activities, and funds disbursed); problems encountered and proposed remedial actions. Contractor if required under the contract, shall report on subcontractor progress as appropriate.

c) Quarterly Accrual Reports

The Contractor will submit an estimated accrual report to the cognizant technical office for the contract noting: 1) total amount obligated; 2) total amount invoiced; 3) total amount expended but not yet invoiced; and 4) remaining unexpended funds.

d) Annual Report

The Contractor shall provide to USAID, a concise annual report within 30 working days of the end of each fiscal year. This will include progress of major activities; problems encountered and proposed remedial actions. In this report, the Contractor shall describe any technical assistance tasks undertaken and document any knowledge generated and/or lessons learned through these tasks. Depending on the timing of the award of the contract, this could be instead of the fourth quarterly report but must cover the topics/format of the quarterly report at a minimum. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this.

e) Final Report

The Contractor shall provide to USAID a concise, final report within 45 working days of the completion of this contract. Depending on the timing of this report, it could take the place of the quarterly report and/or monthly report, but this will be determined by USAID once a reporting schedule is created with the contractor during the start-up phase. This report will summarize the country's situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

f) Branding Implementation Plan and Marking Plan:

The contractor must review ADS 320 and develop a Branding and Marking Implementation Plan within 30 days after award. The contractor's Branding and Marking Plan must demonstrate the contractor's understanding and support of ADS 320. The contractor will be responsible for ensuring that its employees associated with this contract are familiar with ADS 320 and the contractor's Branding and Marking Plan as submitted and approved by USAID. This plan must address the familiarization of all contractor employees placed with USAID in fulfillment of the Statement of Work with this Branding and Marking Plan to include specific guidance for these individuals with respect to their personal responsibilities for compliance. For example, such contractor employees who obtain business cards to identify themselves as associated with USAID, must use the guidance found in ADS 320 and, among other requirements, include "USAID Contractor" above their name. This serves to inform recipients of the

business card that this individual is associated with USAID but is not a Federal Employee and cannot represent USAID or perform inherently governmental duties.

The contractor's Branding and Marking Plan might also include information about how this topic will be addressed during employee orientation. For example, employees might be advised to include "USAID Contractor" as a part of their "signature" for work-related emails, especially those sent under an USAID-provided email account. The contractor employees placed with USAID must also be advised to discuss with their USAID Point of Contact the Branding and Marking practices of the USAID unit to which they are assigned to ensure consistent practices.

The contractor must develop a Branding Implementation Plan. It must describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from the American people. More specifically, Branding Implementation Plan must address the following:

(1) How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.

(2) How to publicize the program, project, or activity overseas and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.

(3) The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

g) Status Meetings

The Contractor shall hold quarterly meetings with the COR or his/her designee to discuss contract work products and identify any contract-related challenges or opportunities. More frequent meetings should be held if necessary.

## **F.6 PERFORMANCE STANDARDS:**

Evaluation of the Contractor's performance must be conducted for this contract in accordance with the performance standards in section 4.3 and the Contractor's compliance with all other terms and conditions of the contract. Each evaluation will be conducted jointly by the COR and the CO and must form the basis of the Contractor's permanent performance record with regard to this contract as required in FAR Part 42.15 and AIDAR 742.15. The Contractor's performance will be evaluated annually and at contract completion, utilizing at a minimum the following factors, which form the basis of the evaluation for the Contractor Performance Assessment Report (CPARs):

1. *Quality of Product and Service* – The Contractor's conformance to contract requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards) will be evaluated. Examples include:
  - a. Are reports/data accurate?
  - b. Does the product or service provided meet the specifications of the contract/order?
  - c. Does the Contractor's work measure up to commonly accepted technical or professional standards?
  - d. What degree of Government technical direction was required to solve problems that arise during performance?
2. *Schedule* – The Contractor's timeliness against the completion of the contract, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance) will be evaluated. Examples include:
  - a. Did the Contractor adequately schedule the work?
  - b. Has the Contractor met administrative milestone dates?
  - c. Has the Contractor met physical milestone dates specified by the contract or agreed to in the activity schedule?
  - d. If the schedule has slipped through the Contractor's fault or negligence, has it taken appropriate corrective action of its own volition?
  - e. Has the Contractor furnished all required deliverables on or ahead of schedule?
  - f. Has the Contractor furnished updated activity schedules on a timely basis?
3. *Cost Control/Effectiveness* – The Contractor's effectiveness in forecasting, managing, and controlling contract cost will be evaluated. Examples include:
  - a. Does the Contractor keep within the total estimated cost? What is the relationship of the negotiated costs and budgeted costs to actuals?
  - b. Did the Contractor do anything innovative that resulted in cost savings?
  - c. Were billings current, accurate and complete?
  - d. Are the Contractor's budgetary internal controls adequate?

4. *Management* – The Contractor’s performance in selecting, retaining, supporting and replacing key personnel, when necessary, will be evaluated. Examples include:
  - a. How well did the Contractor match the qualifications of the key position, as described in the contract/order, with the person who filled the key position?
  - b. Did the Contractor support key personnel so they were able to work effectively?
  - c. If a key person did not perform well, what action was taken by the Contractor to correct this?
  - d. If replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract/order schedule?
5. *Regulatory Compliance* –The Contractor’s compliance with all terms and conditions in the contract/order relating to applicable regulations and codes will be evaluated. Examples include:
  - a. Has the Contractor complied with all contract clause requirements?
  - b. Has the Contractor complied with the reporting requirements of the contract?
  - c. Has the Contractor complied with specifications or other contractual requirements in the contract such as FAPIIS reporting, CAS reporting, safety requirements, environmental reporting, and standard and unique contract requirements specific to that contract?
6. *Other (as applicable)* – Other factors may be evaluated as applicable in those instances where an aspect of the Contractor's performance does not fit into any of the other criteria, e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments.

Evaluation of the aforementioned factors will be tailored to the contract type, size, content, and complexity of the requirement.

## **F.7 STANDARD OF CONDUCT**

The Contractor must be responsible for maintaining satisfactory standards of employee competency, conduct appearance and integrity, and must be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not use Government resources except as authorized by the Government.

**[END OF SECTION F]**



## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

#### TOTAL EXPENDITURES

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

| Line item No. | Description                                | Amt.<br>vouchered<br>to date | Amt. vouchered<br>this period |
|---------------|--|------------------------------|-------------------------------|
| 001           | Product/Service Desc. for<br>Line Item 001 | \$XXXX.XX                    | \$ XXXX.XX                    |
| 002           | Product/Service Desc. for<br>Line Item 002 | XXXX.XX                      | XXXX.XX                       |
| Total         |  | XXXX.XX                      | XXXX.XX                       |

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

## **G.2 PAYING OFFICE AND PROCEDURES**

The Contractor must submit a signed SF1034, Public Voucher for Purchases and Services Other Than Personal to [ei@usaid.gov](mailto:ei@usaid.gov). The Contractor will receive an automatic response from that inbox indicating the invoice has been received and is being processed. Copies of the voucher and the invoice must also be submitted via email to the designated Contracting Officer's Representative.

***Applicable only to Small Business*** - the invoice must be stamped in bold with the words "SMALL BUSINESS" and "FAST PAY" directly under the payee's name and address within the payee block.

Only if the Contractor is unable to send invoices electronically, invoices are to be mailed to the following address:

USAID Accounts Payable  
M/FM/CMP/DCB  
1300 Pennsylvania Avenue, NW, USAID Annex  
Washington, DC 20523

### **G.3 INVOICE FREQUENCY**

Contractor may invoice monthly or bi-monthly for allowable and allocable expenses incurred under this contract for work conformed and not to exceed the remaining un-liquidated obligated amount of this contract.

### **G.4 PAYMENT MILESTONES**

**CLIN 1:** The contractor will invoice for CLIN 1 monthly in accordance with the following payment milestones:

{Final milestone table will be inserted at the time of the award}

|          | Base Year | Option Year 1 | Option Year 2 | Option Year 3 | Option Year 4 | Option Year 5 |
|----------|-----------|---------------|---------------|---------------|---------------|---------------|
| Month 1  |           |               |               |               |               |               |
| Month 2  |           |               |               |               |               |               |
| Month 3  |           |               |               |               |               |               |
| Month 4  |           |               |               |               |               |               |
| Month 5  |           |               |               |               |               |               |
| Month 6  |           |               |               |               |               |               |
| Month 7  |           |               |               |               |               |               |
| Month 8  |           |               |               |               |               |               |
| Month 9  |           |               |               |               |               |               |
| Month 10 |           |               |               |               |               |               |
| Month 11 |           |               |               |               |               |               |
| Month 12 |           |               |               |               |               |               |
| TOTAL    |           |               |               |               |               |               |

**CLIN 2:** The contractor will invoice for CLIN 2 monthly in accordance with the procedures described in Section C.

### **G.5 ACCEPTANCE AND APPROVAL**

The COR must accept and approve deliverables before payment can be made.

### **G.6 CONTRACTING OFFICER**

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

All questions concerning the administration of this contract must be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this contract. The Contracting Officer's information is as follows:

**TBD**

#### **G.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The CO may designate Government personnel to act as the COR to perform functions under this contract. The CO will provide a written notice of such designation to the Contractor within five calendar days after contract award. The designation letter will set forth the authorities and limitations of the COR under the contract.

The COR's information is noted as follows:

**TBD**

#### **G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

- (i) Technical Directions is defined to include:
  - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
  - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section 3.
- (ii) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
  - i. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - ii. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  - iii. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
  - iv. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

- v. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. This includes compliance with USAID and host countries' environmental regulations.
- vi. Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

(iii)(c) In the separately-issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(iv) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (v) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- (vi) In case of a conflict between this contract and the COR designation letter, the contract prevails.

## **G.9 ACCOUNTING AND APPROPRIATION DATA**

Accounting and Appropriation Data for obligations under this contract will be **TBD**

## **G.10 CONTRACTOR'S PAYMENT ADDRESS**

**TBD**

## **G.11 CONTRACTOR'S PRIMARY POINT OF CONTACT**

The Contractor's primary point of contact is:

**TBD**

## **G.12 CONTRACTING OFFICER'S REPRESENTATIVE**

1. The Contracting Officer's Representative (COR) will be designated via separate letter, which will be provided to the Contractor, and will address all technical questions for this contract. In the separately issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.
2. The COR is designated by the Contracting Officer and authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the contract and by the Contracting Officer. This authority includes the following: inspection, acceptance, or rejection of work.
3. This designation does not include authority to direct changes in scope, price, terms, or conditions of this contract. The authority herein also does not include authority to execute modifications to the contract, which require the signature of the Contracting Officer, or to bind the Government in terms of a proposed contract change.
4. In case of a conflict between this contract and the COR designation letter, the contract prevails.

**[END OF SECTION G]**

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

### **H.1 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)**

- a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
  - (1) Military equipment
  - (2) Surveillance equipment
  - (3) Commodities and services for support of police and other law enforcement activities
  - (4) Abortion equipment and services
  - (5) Luxury goods and gambling equipment, or
  - (6) Weather modification equipment.
- c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
  - (1) Agricultural commodities,
  - (2) Motor vehicles,
  - (3) Pharmaceuticals and contraceptive items
  - (4) Pesticides,
  - (5) Fertilizer,
  - (6) Used equipment, or
  - (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

### **H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

1. The individual's full name, home address, and telephone number.
2. The name and number of the contract, and whether the individual is an employee or dependent.
3. The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
4. The name, address, and telephone number(s) of each individual's next of kin.
5. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

### **H.3 DISCLOSURE OF INFORMATION**

- (a) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (b) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its Subcontractors must be under the supervision of the Contractor or the Contractor's responsible employees.
- (c) Each officer or employee of the Contractor or any of its Subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. §641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, must be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

### **H.4 ETHICS**

The Contractor/Vendor must ensure that the Contractors provided to USAID must be legally bound and must be made aware that the following USAID rules regarding ethical conduct must apply to such Contractors. The Contractors provided to USAID are not employees of the U.S. Government. However, in order to avoid both an actual conflict and/or the appearance of a conflict of interest between such Contractors' duties on behalf of the U.S. Government and any outside activity pursued by such Contractors or any activity of the organizations employing the Contractors, such Contractors will be subject to the standards of ethical conduct for Government employees, except that such Contractors will be subject to the standards of ethical



conduct for Government employees, except that such Contractors will not be required, except that such Contractors will not be required to file a financial disclosure statement.

## **H.5 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

## **H.6 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the CO.
- (b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract must be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the contracting officer.
- (c) If the parties fail to agree on an adjustment made pursuant to this clause it must be considered a “dispute” and must be dealt with under the terms of the “Disputes” clauses of the contract.

## **H.7 HANDLING OF DATA**

- (a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished with or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):
  - i. Data of third parties which the Government has agreed to handle under protective arrangements; and
  - ii. Government data, the use and dissemination of which, the Government intends to control.
- (b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legends, specifically identified

in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- i. Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
  - ii. Allow access to such data only to those of its employees that require access for their performance under this contract;
  - iii. Preclude access and disclosure of such data outside the Contractor's organization; and
  - iv. Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
- (c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.
- (d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended; the Contractor must treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.
- (e) Notwithstanding the above, the Contractor must not be restricted in use, disclosure, and reproduction of any data that:
- i. Is or becomes, generally available or public knowledge without breach of this clause by the Contractor;
  - ii. Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectable data under this clause;
  - iii. Is rightfully received by the Contractor from a third party without restriction;
  - iv. Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor must promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, must give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

## **H.8 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12 (HSPD-12). HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally controlled facilities

and/or Federal Information Systems. USAID will begin issuing HSPS-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to October 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a PSC or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facility Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures as described above, and any subsequent USAID or government-wide HSPS-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/W and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and the later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The Contractor is required to include this clause in any subcontracts that require the Subcontractor or Subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

## **H.9 INSURANCE AND SERVICES**

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is: Allied World Assurance Company. To obtain DBA insurance, Contractors must contact Allied's agent, AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance.

Please refer to [\*AAPD 17-01 for Defense Base Act \(DBA\) Insurance for 2015-2020<sup>1</sup>\*](#).

The Contractor is required to procure DBA insurance through USAID's approved Contractor, Allied, through AON.

## **H.10 LANGUAGE REQUIREMENT**

Contractor personnel must have English language proficiency to perform services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the task.

## **H.11 AIDAR 752.222-71 NONDISCRIMINATION**

Most federal Contractors are prohibited by law and regulation from discrimination with regard to race, color, religion, sex, national origin, disability, age, genetic information, or veteran status when work under their contract is performed in the U.S. or employees are recruited from the U.S. The requirements applicable to federal contracts are found in FAR Part 22, "Application of Labor Laws to Government Acquisitions" and the clauses in FAR Part 52.227.

Additionally, while not a mandatory requirement, the Agency encourages all organizations performing under USAID contracts, including those performed solely overseas, to apply these same standards of nondiscrimination to other bases, including sexual orientation, gender identity, pregnancy, and any other conduct that does not adversely affect performance, subject to applicable law.

## **H.12 NON-PERSONAL SERVICES**

- (a) The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. Contractor personnel are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- (b) Contractor personnel under this award must not (i) be placed in a position where there is an appearance that they are employed by the Federal government, or are under the

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<sup>1</sup> AAPD 17-01 – [https://www.usaid.gov/sites/default/files/documents/1868/aapd17\\_01.pdf](https://www.usaid.gov/sites/default/files/documents/1868/aapd17_01.pdf)

supervision, direction, or evaluation of a federal employee, or (ii) be placed in a position of command, supervision, administration, or control over Government personnel.

- (c) All requests for leave, annual, sick, or other will be approved or denied by the Contractor, not USAID.

#### **H.13 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays. These holiday days apply only to services performed within the United States, and the list is provided for informational purposes only.

|                  |                               |
|------------------|-------------------------------|
| New Year's Day   | Martin Luther King's Birthday |
| President's Day  | Memorial Day                  |
| Independence Day | Labor Day                     |
| Columbus Day     | Veteran's Day                 |
| Thanksgiving Day | Christmas Day                 |
| Juneteenth       |                               |

- (b) In addition to the days designated as holidays, the Government observes the following days:
  - i. Any other day designated by Federal Statute
  - ii. Any other day designated by Executive Order
  - iii. Any other day designated by the President's Proclamation
- (c) It is understood and agreed between the Government and the Contractor that observance of such calendar days by Government personnel must not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.
- (d) When the Federal and governmental entities grant excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and must be guided by the instructions issued by the CO or the COR.
- (e) If Government personnel are furloughed, the Contractor must contact the CO or the COR to receive direction.

#### **H.14 AIDAR 752.209-71 Organizational Conflicts of Interest Discovered After Award (JUN 1993)**

- (a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The contracting officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interest of the Government.

#### **H.15 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (EVALUATION)**

- (1) This Contract may call for the Contractor to furnish services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR MUST BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.
- (2) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.
- (3) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

#### **H.16 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN SERVICES)**

This contract may call for the Contractor to furnish important services in support of the design of specific DDI/EEI activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL 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, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503)

determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a contract includes a work requirement that will preclude the Contractor from furnishing implementation services, a clause stating the preclusion will be included in the contract.

#### **H.17 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)**

- (a) Before a Contractor (or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport-size photo. One identity source document must be a valid Federal or state government issued picture ID. (Overseas foreign nationals must comply with the requirements of this Regional Security Office.) USAID/Washington Contractor must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the Contract, whichever occurs first.
- (b) The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.
- (c) The Contractor is required to include this provision in any subcontracts that require the Subcontractor or Subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

#### **H.18 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.19 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12- 16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business Subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business Subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **H.20 REPORTING OF FOREIGN TAXES (JULY 2007)**

- (a) Reports. The Contractor must annually submit an annual report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax and email.
  - (3) Agreement number(s).
  - (4) Amount of foreign taxes assessed by a foreign Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third-party foreign government are not to be reported.
  - (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
  - (7) The final report is an updated cumulative report of the interim report.
  - (8) Reports are required even if the Contractor/recipient did not pay any taxes during the report period.
  - (9) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:



- (1) "Agreement" includes USAID direct and country Contracts, grants, cooperative agreements and interagency agreements.
  - (2) "Commodity" means any material, article, supply, goods, or equipment.
  - (3) "Foreign government" includes any foreign governmental entity.
  - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: [vatreportswash@usaid.gov](mailto:vatreportswash@usaid.gov)
  - (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub and other subagreements.
  - (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

## **H.21 REPORTING WASTE, FRAUD, ABUSE AND THEFT**

The Contractor shall notify the Contracting Officer and the COR of any instances of suspected waste, fraud, abuse, loss, or theft of Contractor or Government-furnished property by employees or Subcontractors.

## **H.22 AIDAR 752.222-70 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004) (AAPD 04-17)**

“USAID Disability Policy - Acquisition (December 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf).
- (b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor’s actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

## **H.23 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 “ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY”**

In accordance with ADS 302, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 “Electric and Information Technology Accessibility. Further information on Section 508 is available via the Internet at:

- <http://www.section508.gov>
- <http://www.usaid.gov/policy/ads/300/302.pdf>

## **H.24 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)**

### **a) Definitions**

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID Contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

- b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:
  - 1. Register with the IPN Portal if awarded a contract resulting from this solicitation, and
  - 2. Receive universal bilateral modifications to this contract and general notices via the IPN Portal.
- c) Procedure to register for notifications. Go to:  
<https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.
- d) Processing of IPN Portal Modifications. The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for Contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification;
- (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;
- (c) sign the hardcopy version; and
- (d) send the signed modification (by email or hardcopy) to the CO for signature.

The Contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the Contractor and the CO sign the modification;

- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the Contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the Contractor, the CO must provide the fully executed modification to the Contractor or initiate discussions with the Contractor.

#### **H.25 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)**

- a. Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- b. Prohibition on Abortion-Related Activities.
  - 1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
  - 2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or

descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

- c. The contractor shall insert this provision in all subcontracts.

## **H.26 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

- (a) Definitions. For the purpose of submissions to the DDL:

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

- (b) Submissions to the Development Data Library (DDL)

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

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting

documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions. The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

(4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The Contractor must not submit classified data to the DDL.

#### **H.27 AIDAR 752.204-72 Contractor Access to USAID Facilities and USAID's Information Systems (AUG 2013) [DEVIATION (APR 2020)]**

- (a) HSPD-12 and Personal Identity Verification (PIV). Individuals engaged in the performance of this award as employees, consultants, or volunteers of the Contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described below, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies.
- (b) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this clause. The Contractor's employees, consultants, or volunteers who are not U.S. citizens as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).
- (c) (1) No later than five business days after award, the Contractor must provide to the Contracting Officer's Representative (COR) a complete list of employees that require access to USAID facilities or information systems.

- (2) Before a Contractor (or a Contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submissions of these documents, to include documentation of security background investigations, are mandatory in order for the Contractor to receive a PIV/Facilities Access Card (FAC) card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.
- (d) The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all logical access to USAID information systems and/or facilities access associated with this contract. USAID will establish the format for this report.
- (e) Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.
- (f) USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when an Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.
- (g) The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk ([CIO-HELPDESK@usaid.gov](mailto:CIO-HELPDESK@usaid.gov) or (202) 712-1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.
- (h) The Contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.



## **H.28 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)**

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- (b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.
- (c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

## **H.29 SOFTWARE LICENSE ADDENDUM (MAY 2016)**

- (a) This special contract requirement incorporates certain terms and conditions relating to Federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties.
- (b) Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et. seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those fora that have jurisdiction over Federal procurement matters.
- (c) Attorney's Fees: Attorney's fees are payable by the Federal government in any action arising under this contract only pursuant to the Equal Access to Justice Act, 5 U.S.C. Section 504.
- (d) No Indemnification: The Federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a).
- (e) Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims."
- (f) Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516).
- (g) Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement.

- (h) Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the Government to unilaterally exercise one or more options to extend the term of the agreement.

### **H.30 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)**

- (a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The Contractor must comply with any future updates of standards by the Access Board.  
36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.
- (b) Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:
  - 1194.21 Software applications and operating systems
  - 1194.22 Web-based intranet and Internet information and applications
  - 1194.23 Telecommunications products
  - 1194.24 Video and multimedia products
  - 1194.25 Self-contained, closed products
  - 1194.26 Desktop and portable computers
  - 1194.31 Functional performance criteria
  - 1194.41 Information, documentation, and support
- (c) Deliverable(s) must incorporate these standards as well.
- (d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.
- (e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

### **H.31 USE OF INFORMATION TECHNOLOGY NOTIFICATION (MAY 2016) (DEVIATION NO. M/OAA-DEV-FAR- 16-1C) (A)**

- (a) Definitions. As used in this contract –
  - “Information Technology” means
  - (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where such services or equipment are ' used by an agency' if used by the agency directly or if used by a Contractor under a contract with the agency that requires either use of the services or equipment or requires



use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

- (2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
  - (3) The term "information technology" does not include any equipment that is acquired by a Contractor incidental to a contract that does not require use of the equipment.
- (b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), Federal Information Security Management Act (FISMA) of 2002, Federal Information Technology Acquisition Reform Act (FITARA) and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data. The following should not be construed to alter or diminish civil and/or criminal liabilities provided under various laws or mandates.
- (c) Notification Requirements: The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.
- (1) The Contracting Officer's written confirmation of the Agency CIO approval must be in place prior to starting work on the information technology component(s) of the contract. If approval has not already been obtained, the Contractor must work through the Contracting Officer and Contracting Officer Representative (COR) to do so immediately. Please refer to paragraph (3) below for notification procedures.
  - (1) The Contractor shall notify the Contracting Officer in writing whenever it becomes aware that any IT equipment, software or services necessary to meet the Government's requirement or to facilitate activities in the Government's statement of work were not disclosed in the schedule or statement of work.
  - (3) As part of the notification, the Contractor shall provide the Contracting Officer an estimate of the total cost of the IT equipment, software, and associated services regarding this contract and to obtain approval for procurement, development or modifications. The Contractor must simultaneously notify COR and the Office of the Chief Information Office at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov).

- (4) Except as required by other provisions of this contract, specifically stated to be an exception to this special contract requirement, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the IT equipment, software or services specified in the Schedule.
- (d) The Contractor shall insert the substance of this special contract requirement, including this paragraph (d), in all subcontracts.

### **H.32 MEDIA AND INFORMATION HANDLING AND PROTECTION (MAY 2016)**

- (a) Definitions. As used in this special contract requirement-

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This also includes but not limited to all records, files, and metadata in electronic or hardcopy format.

“Sensitive Information or Sensitive But Unclassified” (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL; DS- 61; 10-01-199), and 12 FAM 541 Scope (TL; DS-46; 05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers “Media” means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

- (b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

- (c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Within 45 calendar days of the award, the Contractor must develop policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:
- (1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
  - (2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.
  - (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, Contractor, and/or subcontractor networks, and on host and client platforms.
  - (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.
- (d) Return of all USAID Agency records. Within five (5) business days after the expiration or termination of the contract, the Contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.
- (e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the Contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the Contractor must provide USAID with written confirmation verifying secure destruction.
- (f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

### **H.33 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (MAY 2016)**

- (a) Definitions. As used in this special contract requirement-

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS- 46;05-26-1995). SBU information includes, but is not limited to:

1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any

single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Security and Privacy Incident” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

- (b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and

addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

- (c) Privacy Act Compliance. Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(d) IT Security and Privacy Training

(1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.

(2) Privacy Incident Reporting Requirements: USAID must manage in accordance with Federal laws and regulations the information it collects, uses, maintains, and disseminates in support of its mission and business functions. Any unauthorized use, disclosure, or loss of such information can result in the loss of the public's trust and confidence in the Agency's ability to protect it properly. PII breaches may have far-reaching implications for individuals whose PII is compromised, including identity theft resulting in financial loss and/or personal hardship experienced by the individual. Therefore, incidents involving a breach of PII have a critical time-period for reporting.

Contractor and Contractor staff must report immediately upon discovery all potential and actual privacy breaches to the Contracting Officer, the USAID Service Desk at 202-712-1234 or [CIO-HELPDESK@usaid.gov](mailto:CIO-HELPDESK@usaid.gov), and the Privacy Office at [privacy@usaid.gov](mailto:privacy@usaid.gov), regardless of the format of the PII (oral, paper, or electronic) or the manner in which the incidents might have occurred. The subject line shall read "Action Required: Potential Privacy Incident".

(3) Incident Response Requirements

(i.) All determinations related to Information Security and Privacy Incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by authorized USAID officials at USAID's discretion.

(ii.) The Contractor and Contractor employees must provide full access and cooperation for all activities determined by USAID to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security and Privacy Incidents.

(iii.) Incident Response activities required by USAID may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing; and final determinations of responsibility for the Incident and/or liability for any additional Response activities.

(iv.) At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

(v.) When an incident is determined to be caused by the Contractor or the Contractor's employees through neglect or purposeful conduct, the Contractor must be responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by USAID, whether incurred by USAID, agents under contract or on assignment to USAID, or by third party firms.

(f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.

(g) The Contractor is required to include the substance of this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to design, develop, or operate a System of Records on individuals to accomplish an agency function

In altering this special contract requirement, require subcontractors to report information security and privacy incidents directly to at the USAID Service Desk at 202-712-1234 or [CIOHELPDESK@usaid.gov](mailto:CIOHELPDESK@usaid.gov) / and the Privacy Office at [privacy@usaid.gov](mailto:privacy@usaid.gov). A copy of the correspondence shall be sent to the prime Contractor(or higher tier subcontractor) and the Contracting Officer referencing the ticket number.

### **H.34 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (MAY 2016)**

- (a) Applicability: This special contract requirements applies to the Contractor, its subcontractors and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act) and Federal Information Security Management Act (FISMA) of 2002 (FISMA, Public Law 107-347. 44 U.S.C. 3531-3536).
- (b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.
- (c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

### **H.35 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2016)**

- (a) Definitions. As used in this special contract requirement-
  - “Audit Review” means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO).
  - “Authorizing Official” means the authorizing official is a senior government official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.
  - “Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive” Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to

1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and

2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers. “National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Technology Resources” means information technology resources include, but are not limited to, IT services, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(a) Applicability: This special contract requirement applies to the Contractor, its subContractors, and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Compliance with IT Security and Privacy Policies: The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USAID IT resources for all of the Contractor’s systems that are interconnected with a USAID network or USAID systems that are operated by the



Contractor. All Contractor personnel performing under this contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency IT cybersecurity requirements as well as current Federal regulations and guidance found in the Federal Information Security Management Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

(1) HSPD-12 Compliance

- i. Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.
  - ii. All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.
- (2) Internet Protocol Version 6 (IPv6) or current version: This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third-party test facility to show compliance with this requirement.

(2) Secure Configurations

- i. The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.
- ii. The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.
- iii. Applications designed for normal end users must run in the standard user context without elevated system administration privileges.
- iv. The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> or USAID established configuration settings.

- (3) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to USAID for verification. Encryption is required to protect federal and Contractor data at rest in some cases and when transmitting data between systems.
- (5) Security Monitoring, Auditing and Alerting Requirements: All Contractor-operated systems that use or store USAID information must meet or exceed standards documented in this contract and in Service Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to: System and Network Visibility and Policy Enforcement at the following levels:
- Edge
  - Server / Host
  - Workstation / Laptop / Client
  - Network
  - Application
  - Database
  - Storage
  - User
  - Alerting and Monitoring
  - System, User, and Data Segmentation
- (6) Contractor System Oversight/Compliance
- i. The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic.
  - ii. The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.
  - iii. All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Contracting Officer Representative (COR) and Contracting Officer, in addition

to the CIO at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov). Alternatively, the Contractor may allow USAID information security staff to run scans directly.

iv. The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

(7) Security Assessment and Authorization (SA&A)

- i. For all information systems procured, developed, deployed, and/or operated on behalf of the US Government information by the provision of this contract, the Contractor must provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the COR, in consultation with the USAID M/CIO Information Assurance Division.
- ii. Prior to deployment of all information systems that transmit, store or process Government information, the Contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or COR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.
- iii. Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the COR or other designated Government staff.
- iv. Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the COR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.
- v. All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO or designee must approve all SA&A requirements.

- vi. In cases where the IT System is not the property of the government but processes Agency information, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third Party Assessor (3PAO). See approved list at <http://www.fedramp.gov/marketplace/accredited-3paos/>. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at [saacapackages@usaid.gov](mailto:saacapackages@usaid.gov) at least 60 days prior to obtain the ATO for the IT system.
  - vii. USAID retains the right to deny the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re-submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation. USAID is the final authority on the compliance.
  - viii. The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.
  - ix. Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with the level of risk as follows:
    - High Risk = 30 days;
    - Moderate Risk = 60 days; and
    - Low Risk = 180 days
- (8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.
- (g) The Contractor shall include the substance of this special contract requirement, including this paragraph (d), in all subcontracts, including subcontracts for commercial items.

## **H.36 CLOUD COMPUTING (MAY 2016)**

- (a) Definitions. As used in this special contract requirement- “Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service. “Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a Contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying

information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology.

Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

**(b) Computing**

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

**(c) Limitations on access to, use and disclosure of, government data and Government-related data.**

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.

ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at [SECinformationsecurity@usaid.gov](mailto:SECinformationsecurity@usaid.gov) to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government

information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.



(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

- (j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.
- (k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.
- (l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.
- (m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

- (n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.
- (o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.
  - (1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.
  - (2) The Contractor must not install forensic software or tools without the permission of USAID.
  - (3). The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.
  - (6) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities. (p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

### **H.37 ADS 302.3.5.5 PREVENTING AND ADDRESSING SEXUAL MISCONDUCT (DEC 2020)**

- (a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, healthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.
- (b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad ([launchpad.usaid.gov](https://launchpad.usaid.gov)), and Service Desk, phone, (202) 712-1234. These are also available to the Contractor or its employee(s).
- (c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.

(d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

#### **H. 38 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this Contract is 937 defined as (the United States, the Cooperating Country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source). For accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to Automated Directives System (ADS) Chapter 310 entitled "Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

**[END OF SECTION H]**

## SECTION I – CONTRACT CLAUSES

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date). See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

| NUMBER    | TITLE<br>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)           | DATE       |
|-----------|--|------------|
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST                            | (JUN 2020) |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES.                                    | (MAY 2014) |
| 52.203-7  | ANTI-KICKBACK PROCEDURES.  | (JUN 2020) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.                      | (NOV 2021) |
| 52.204-7  | SYSTEM FOR AWARD MANAGEMENT  | (OCT 2018) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE                              | (OCT 2018) |
| 52.217-8  | OPTION TO EXTEND SERVICES  | (NOV 1999) |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. | (JUN 2020) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS                         | (JUN 2013) |
| 52.243-1  | CHANGES – FIXED PRICE  | (AUG 1987) |
| 52.249-2  | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)          | (APR 2012) |

| NUMBER    | TITLE<br>AIDAR solicitation provisions incorporated by reference | DATE       |
|-----------|--|------------|
| 752.202-1 | Definitions  | (JAN 1990) |

|            |  |                                |
|------------|--|--------------------------------|
| 752.204-2  | Security requirements  | (FEB 1999)                     |
| 752.204-72 | Access to USAID Facilities and USAID's Information Systems                       | (AUG 2013, Dev. APR 2020)      |
| 752.209-71 | Organizational conflicts of interest discovered after award                      | (JUN 1993)                     |
| 752.211-70 | Language and measurement   | (JUN 1992)                     |
| 752.219-8  | Utilization of small business concerns and small disadvantaged business concerns | (MAR 2015)                     |
| 752.222-70 | USAID Disability Policy  | (DEC 2004)                     |
| 752.222-71 | Nondiscrimination.   | (JUN 2012)                     |
| 752.227-14 | Rights in Data-General   | (OCT 2007)                     |
| 752.228-9  | Cargo insurance  | (DEC 1998)                     |
| 752.231-72 | Conference planning and required approvals                                       | (AUG 2013, Deviation APR 2020) |
| 752.242-70 | Periodic progress reports  | (OCT 2007)                     |
| 752.245-70 | Government Property—USAID Reporting Requirements                                 | (OCT 2017)                     |
| 752.252-1  | AIDAR solicitation provisions incorporated by reference                          | (MAR 2015)                     |
| 752.252-2  | AIDAR clauses incorporated by reference  | (MAR 2015)                     |
| 752.252-70 | Provisions and clauses to be completed by the offeror                            | (MAR 2015)                     |
| 752.7001   | Biographical data  | (JUL 1997)                     |
| 752.7002   | Travel and transportation  | (JAN 1990)                     |
| 752.7004   | Emergency locator information  | (JUL 1997)                     |
| 752.7005   | Submission requirements for development experience documents                     | (SEPT 2013)                    |
| 752.7006   | Notices  | (APR 1984)                     |
| 752.7007   | Personnel compensation   | (JUL 2007)                     |

|          |   |            |
|----------|---|------------|
| 752.7008 | Use of Government facilities or personnel                   | (APR 1984) |
| 752.7009 | Marking   | (JAN 1993) |
| 752.7010 | Conversion of U.S. dollars to local currency                | (APR 1984) |
| 752.7025 | Approvals   | (APR 1984) |
| 752.7027 | Personnel   | (DEC 1990) |
| 752.7031 | Leave and holidays  | (OCT 1989) |
| 752.7032 | International travel approval and notification requirements | (APR 2014) |
| 752.7034 | Acknowledgement and disclaimer.                             | (DEC 1991) |
| 752.7035 | Public notices.   | (DEC 1991) |
| 752.7037 | Child safeguarding standards                                | (AUG 2016) |
| 752.7038 | Nondiscrimination against End-Users of Supplies or Service  | (OCT 2016) |

**I.2 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

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

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

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

*Covered telecommunications equipment or services* means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

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

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

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an

executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier



Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

### **I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2022)**

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 products and commercial services: [*Contracting Officer check as appropriate.*]

[X] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

[X] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [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. (NOV 2021) ( [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) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

[ ] (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

[ ] (13) [Reserved]

[X] (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 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 (NOV 2020) ( [15 U.S.C. 644](#)).

☐ (ii) Alternate I (MAR 2020) of [52.219-7](#).

☒ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☐ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [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 (SEP 2021) 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 (OCT 2022) ( [15 U.S.C. 637s](#)).

☐ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).

☒ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ( [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 (OCT 2022) ( [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 (OCT 2022) ( [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 (SEP 2021) ( [15U.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 (DEC 2022) (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 (NOV 2021) ( [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 (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [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](#).

[ ] (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. 552 a).

[ ] (ii) Alternate I (JAN 2017) of [52.224-3](#).

[ ] (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).

[ ] (ii) Alternate I (OCT 2022) of [52.225-1](#).

[ ] (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C.](#)

[4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

☐ (iii) Alternate II (DEC 2022) of [52.225-3](#).

☐ (iv) Alternate III (JAN 2021) of [52.225-3](#).

☐ (v) Alternate IV (Oct 2022) of [52.225-3](#).

☐ (50) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (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. Subtitle A, Part V, Subpart G 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 (Nov2007) ( [42 U.S.C. 5150](#)).

☐ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

☐ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

☐ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [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 (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

[ ] (ii) Alternate I (APR 2003) of [52.247-64](#).

[ ] (iii) Alternate II (NOV 2021) 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 products and commercial services: [*Contracting Officer check as appropriate.*]

\_\_\_[ ] (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 for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_\_\_[ ] (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 products or commercial services. 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 (Nov 2021) ( [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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).



(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [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 (NOV 2021) ( [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 (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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. Subtitle A, Part V, Subpart G 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 (NOV 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I* (FEB 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (DEC 2022). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [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.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

(J) [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](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(L) \_\_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_\_ (2) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(M) [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](#)).

(N) [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](#)).

(O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (1) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#)).

(2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [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. Subtitle A, Part V, Subpart G Note).

(T) [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.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

[End of Clause]

#### **I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within (15); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.

(End of clause)

**I.5 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (OCT 2019)**

(a) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_ *[insert number of contract]* with the \_\_\_\_\_ *[insert name of contracting agency]* to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The *[insert name of subcontractor]*, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. *[insert number of contract]* for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the *[insert name of contracting agency]* with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will notify the *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the *[insert name of contracting agency]*.

(End of clause)

**I.6 52.219-17 SECTION 8(A) AWARD (OCT 2019)**

a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ( [15 U.S.C.637\(a\)](#)).

(2) Except for novation agreements, delegates to the *[insert name of contracting activity]* the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the *[insert name of contracting agency]* Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

**I.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (OCT 2022)**

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with [13 CFR 124.513\(c\)](#); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with [13 CFR 124.513\(c\)](#).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A contracting officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see [13 CFR 124.501\(g\)](#) for SBA's determination of participant eligibility.

(d) The *[insert name of SBA's contractor]* will notify the *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

*Alternate I (OCT 2022).* If the competition is to be limited to 8(a) participants within one or more specific SBA regions or districts, add the following paragraph (a)(1)(iii) to paragraph (a) of the clause:

(iii) The offeror's approved business plan is on the file and serviced by  
\_\_\_ *[ Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA].*

## **I.8 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)**

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not

precluded.

(c) The contractor shall insert this provision in all subcontracts.

(End of clause)

**I.9 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)**

(a) Definitions. As used in this clause—

“Universal” bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads universal bilateral modifications, which can be accessed electronically by registered USAID contractors.

The IPN Portal is located at <https://sites.google.com/site/usaaidipnforacquisitions>. IPN Portal Administrator means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

(1) Register with the IPN Portal if awarded a contract resulting from this solicitation; and

(2) Receive universal bilateral modifications of this contract and general notices through the IPN Portal.

(c) Procedure to register for notifications. Go to:

<https://sites.google.com/site/usaaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN portal modifications.

(1) The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator uploads a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.



(2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(i)(A) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;

(B) Download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;

(C) Sign the hardcopy version; and

(D) Send the signed modification (by email or hardcopy) to the contracting officer for signature;

Note to paragraph (d)(2)(i): The contractor must not incorporate any other changes to the IPN Portal modification.

(ii) Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; or

(iii) Notify the contracting officer that the contractor declines to sign the modification.

(3) Within 30 calendar days of receipt of a signed modification from the contractor, the contracting officer must provide the fully executed modification to the contractor or initiate discussions with the contractor. Bilateral modifications provided through the IPN Portal are not effective until both the contractor and the contracting officer sign the modification.

(End of clause)

#### **I. 10 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 \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

**[END SECTION I ]**

**SECTION J – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment A: Pricing List  
Attachment B: Key Personnel Resume Format  
Attachment C: Contractor Performance Report - Short Form  
Attachment D: Exhibit

**[END OF SECTION J]**

## **SECTION K - REPRESENTATION, CERTIFICATES AND OTHER STATEMENTS OF OFFERORS**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| <b>NUMBER</b> | <b>TITLE</b>  | <b>(DATE)</b> |
|---------------|---|---------------|
| 52.203-12     | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2020      |
| 52.204-17     | OWNERSHIP OR CONTROL OF OFFEROR   | AUG 2020      |
| 52.204-19     | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS                          | DEC 2014      |
| 52.209-2      | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION           | NOV 2015      |
| 52.209-5      | CERTIFICATION REGARDING RESPONSIBILITY MATTERS  | AUG 2020      |
| 52.209-7      | INFORMATION REGARDING RESPONSIBILITY MATTERS  | OCT 2018      |
| 52.222-38     | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING  | FEB 2016      |
| 52.225-20     | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION         | AUG 2009      |
| 52.225-25     | PROHIBITING CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN  | JUN 2020      |

### **K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

#### *a) Definitions.*

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

#### *b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and*

3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- d) *Taxpayer Identification Number (TIN)*. ☐ TIN: \_\_\_\_.  
☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

- e) *Type of organization*. ☐ Sole proprietorship;  
☐ Partnership;

☐ Corporate entity (not tax-exempt); ☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local); ☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4; ☐ Other \_\_\_\_.

- f) *Common parent*.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

|      |     |
|------|-----|
| Name | TIN |
|------|-----|

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541214 *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.



\_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

*Alternate I* (SEP 2021). As prescribed in [4.1202\(a\)](#), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

*[Contracting Officer to insert NAICS codes and size standards].*

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

**K.3 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**K.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or

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

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

(b) *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.

(c) *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.
- (d) *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."
- (e) *Representations.* 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.
- (f) *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.

**K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(AUG 2020)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
- (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6     SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

|                       |       |
|-----------------------|-------|
| Solicitation No.:     | _____ |
| Offer/Proposal No.:   | _____ |
| SAM UEI No.:          | _____ |
| Date of Offer:        | _____ |
| Name of Offeror:      | _____ |
| Typed Name and Title: | _____ |
| Signature:            | _____ |
| Date:                 | _____ |

**[END OF SECTION K]**



## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

**FAR:** <https://www.acquisition.gov/>

**AIDAR:** <http://www.usaid.gov/pubs/ads/300/aidar.pdf>

### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

| <b>NUMBER</b> | <b>TITLE</b>                | <b>DATE</b> |
|---------------|-----------------------------|-------------|
| 52.212-1      | INSTRUCTIONS TO OFFERORS    | NOV 2021    |
| 52.204-6      | UNIQUE ENTITY IDENTIFIER    | (OCT 2016)  |
| 52.204-7      | SYSTEM FOR AWARD MANAGEMENT | (OCT 2018)  |

### **L.2 GENERAL INFORMATION**

**Offerors should review proposal submission instructions in Sections L.6 to L.11. Proposals received through other methods or late will not be evaluated and will not be considered for award.**

This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the solicitation. **Non-conformance with the instructions provided in Section L may result in rejection of the Offeror's proposal or an unfavorable proposal evaluation.**

### **L.3 MULTIPLE PROPOSALS/ALTERNATIVE SOLUTIONS**

Offerors shall not submit, nor will the Government accept or evaluate, multiple proposals offering alternative solutions or accept or evaluate multiple solutions within one proposal.

### **L.4 COMMUNICATION CONCERNING SOLICITATION**

Only the Office of Acquaintance and Assistance (OAA) representatives (the Contracting Officer (CO) and/or Contracting Specialist (CS) on the cover page may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government

personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration. All communications must clearly include the solicitation number.

## **L.5 QUESTIONS REGARDING SOLICITATION**

If required, USAID will post an Amendment to address questions that have been submitted during the open Question period or to address any changes USAID deems appropriate.

## **L.6 PROPOSAL SUBMISSION**

The offeror shall submit one (1) electronic copy of each volume comprising its proposal.

- A PDF version of your Technical proposal

## **L.7 DISCREPANCIES**

If the Offeror believes that the requirements in this solicitation contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the Offeror is asking the CO to consider as related to the omission or error. All questions, comments and concerns should be expressed in an email during the “Question period only” as discussed in the cover page of this solicitation. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

## **L.8 PROPOSAL PREPARATION INSTRUCTIONS**

### **L.8.1 General Instructions:**

- a. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.
- b. The Government is not responsible for locating or obtaining any information not identified in the proposal. Omitted or incomplete information may result in an unfavorable evaluation or removal from award consideration.
- c. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

## **L.9 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL**

Proposal shall be organized as follows:

| <b>Volume</b> | <b>Title</b>           | <b>Page limits</b> | <b>Pages not Counted</b>   |
|---------------|------------------------|--------------------|--|
| I             | Contract documentation | See Section L.10.1 | See Section L.10.1   |
| II            | Technical              | 8 Pages            | Title page, Table of contents, Tab Separators, Glossary of Abbreviations and Acronyms and Key Personnel Resume |
| III           | Price                  | No Limit           | N/A  |

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.

#### **L.9.1 Title and Page Separators**

Each volume shall include a Title Page that includes the following: the solicitation number; the company name, SAM UEI number and CAGE code, address (street, city, state, zip), and contact person (phone numbers and email) of the offeror submitting the proposal. The Title Page shall also include the Volume Number and Title, and any required markings per FAR 52.215-1(e). Information included on the Title Page will not be evaluated.

Tab separators will not be counted towards the page limitations. However, tab separators shall not include any additional information. Any information included in the tab separators will not be evaluated.

#### **L.9.2 Table of Contents**

Each volume shall include a table of contents. A table of contents must provide sufficient detail such that all the important elements within the volume are easily located. However, the table of contents shall contain no pricing or technical information. Any such information provided in the table of contents will not be evaluated.

#### **L.9.3 Glossary of Abbreviations and Acronyms**

Each volume shall contain a glossary of all abbreviations and acronyms used. Glossaries do not count against the page limitations for their respective volumes. Information included in the Glossary of Abbreviations and Acronyms will not be evaluated.

#### **L.9.4 Page Size and Format**

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced between each line, with 1.5 spacing

between each paragraph. The font type/text size shall be Times New Roman, no less than 12-point size. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software.

Use at least 1-inch margins on the top and bottom and ¾-inch side margins. Pages shall be numbered sequentially by volume. These page size and format restrictions shall apply to responses.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 8-point size.

Each page within each volume shall be sequentially numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation, such as charts, figures, diagrams, etc. that are included in each volume. Page numbering schemes that are difficult to track are not acceptable. The numbering scheme must be included in the footer of each page.

Include the following information on the header of each page: Name of the Offeror, proposal date, solicitation number, the number and title of the volume.

Headers and footers are allowed in the margins and their font size can be no smaller than 10 point.

#### **L.9.5 Cross- Referencing**

Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross- referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

#### **L.9.6 Electronic Copies of the Proposals**

The offeror shall submit electronic copies via email.

Electronic copies must be submitted using Microsoft Office 2007, Adobe PDF, or a compatible format. Pricing Tables must be submitted in Microsoft Excel 2007 or a compatible format.

### **L.10 SPECIFIC INSTRUCTIONS**

#### **L.10.1 VOLUME I-CONTRACT DOCUMENTATION**

The purpose of this volume is to provide information to the Government for preparing the Contract and supporting file.

The offeror's proposal shall include:

- a. Solicitation Form. Completion of blocks 12-16 and signature and date for blocks 17 and 18 of the SF33. Signature by the Offeror on the SF33 constitutes an offer, which the Government may accept.
- b. The Offeror shall make a clear statement in this volume that the proposal is valid through this date.
- c. Contract Provisions and Clauses – Complete any contractor required fill-ins.
- d. Amendments – The offeror shall acknowledge all amendments either by signing and returning the SF-30 (i.e., cover page only) or by acknowledging the amendments in block 14 of the SF-33.

## **L.10.2 VOLUME II-PRICE**

### **L.10.2.1 PRICE PROPOSAL INFORMATION**

- a. “Offeror,” as described herein, is identified in block 15A in Standard Form (SF) 33.
- b. Offerors shall submit a compliant price proposal. A compliant price proposal satisfies all instructions in Section L.10.2 (Price Proposal Instructions) below.
- c. In the Pricing Table, the RFP-specified estimated hours reflect productive hours per contract year.
- d. The Contracting Officer will fill in the blanks in Section B at time of contract award.

### **L.10.2.2 PRICE PROPOSAL INSTRUCTIONS**

- a. The electronic price proposal shall consist of the following, which are described further in this subsection:
  - i. Narrative (PDF only)
  - ii. Pricing Table (in one Excel workbook)
  - iii. Supporting Information (in Word or PDF)
- b. The price proposal shall consist of the following, which are described further in this subsection:
  - i. Narrative
  - ii. Pricing Table
  - iii. Offerors shall not add, delete, or otherwise alter the existing format or content in the Pricing Table. Offerors shall complete only the required areas
- c. Offeror shall not hide or lock any rows, columns, or cells that contain proposed data.
- d. In the Pricing Table, offerors shall propose one fixed fully-loaded hourly labor rate, regardless of which entity (offeror, subcontractor offeror, or other if applicable) is anticipated to perform the labor category.

- e. USAID anticipates award of one Firm-Fixed-Price contract. Offerors must submit a Price Proposal in response to this solicitation. There is no page limit for the Price Proposal.
- f. The Price Proposal must include a Cover Letter. The Cover Letter must indicate the following in both the Technical and Price proposals:
  - i. Title: Administrative and Financial Support Services Contract
  - ii. Solicitation Number
  - iii. Name of the offeror
  - iv. Offeror contact person, address, telephone number, and email address. Offerors are to acknowledge whether the contact person is the person with authority to contract for the offeror, and if not, that person should also be listed along with their contact information.
  - v. The Price Proposal must contain Firm-Fixed-Price amounts for services by year, in the following format. Amounts for Investigator Services Pass-through payments have been included as plug figures – amounts included in the final award may be different upon award.

| CLIN         | Description              | Yr 1                            | Yr 2                            | Yr 3                            | Yr 4                            | Yr 5                            | Total 5 Years                  |
|--------------|--------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
|              |                          | Base Period                     | Option Year 1                   | Option Year 2                   | Option Year 3                   | Option Year 4                   |                                |
|              |                          | April XX, 2023 - April XX, 2024 | April XX, 2024 - April XX, 2025 | April XX, 2025 - April XX, 2026 | April XX, 2026 - April XX, 2027 | April XX, 2027 - April XX, 2028 | April XX, 2023 - April XX 2028 |
|              |                          | Total Price                     | Total Price                     | Total Price                     | Total Price                     | Total Price                     | Total Price                    |
| 001          | Contractor Services      | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                          | \$0.00                         |
|              | <b>Total Contractor</b>  |                                 |                                 |                                 |                                 |                                 |                                |
| 002          | Estimated Annual         | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$2,700,000                     | \$13,500,000                   |
|              |                          |                                 |                                 |                                 |                                 |                                 |                                |
| <b>Total</b> | <b>CLIN 1 and CLIN 2</b> |                                 |                                 |                                 |                                 |                                 |                                |

- vi. The offeror must provide price narratives to support their proposed pricing.
- vii. The offeror must provide information to support the price quote and to enable the Government to perform a price analysis. The offeror is required to provide full back-up documentation that details the labor categories to be used, labor hours proposed by category, material and equipment costs, fee/profit, and a total cost breakdown, as applicable.

## L.11 VOLUME III- TECHNICAL

### L.11.1 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

1. The Technical Proposal must respond to all factors described below and must not exceed eight (8) pages.
2. The Technical Proposal must include a Cover Letter. The Cover Letter is limited to one (1) page and is not included in the eight (8) page limit of the Technical Proposal. The Cover Letter must indicate the following in both the Technical and Price proposals:
  - i. Title: Administrative and Financial Support Services Contract

- ii. Solicitation Number
- iii. Name of the offeror
- iv. Offeror contact person, address, telephone number, and email address. Offerors are to acknowledge whether the contact person is the person with authority to contract for the offeror, and if not, that person should also be listed along with their contact information.

3. Factor 1: Performance Capabilities. The offeror must submit a description of the offeror's performance capability and proficiency to successfully implement operations and continuously support the requirements, as described in Section C of this solicitation.

4. Factor 2: Technical Approach. The offeror must prepare and submit a technical plan describing their approach to implement Section C of this solicitation. Attachments, addendums, charts, etc. must be contained within the page limit of the Technical Proposal. In the technical plan, the offeror must submit a clear and complete description of the contractor's ability to meet all the requirements of the statement of work.

5. Factor 3: Past Performance. Past performance reports are limited to the use of the form described below and have no page limit. Past performance reports are not included in the eight (8) page limit of the Technical Proposal. The offeror must provide past performance information for itself and each major subcontractor in accordance with the following (a major subcontractor is defined as one whose proposed effort exceeds 20% of the offeror's total proposed cost):

- i. Offerors are to provide Past Performance Information in an Annex to the Technical Proposal using the Contractor Performance Report - Short Form. One form is to be used for each contract reference.
- ii. Offeror must provide information on three (3) of the most recent and relevant contracts for efforts similar to the work in this solicitation. The most relevant indicators of performance are contracts of similar type of work and skills/expertise required. Recent contracts are those performed within the last five (5) years.
- iii. USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts.
- iv. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

**[END OF SECTION L]**

## **SECTION M - EVALUATION OF PROPOSALS - EVALUATION FACTORS**

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

1. The Government may award a contract without discussions with offerors.
2. The Government intends to evaluate proposals in accordance with Section M of this solicitation and award to the responsible offeror whose proposal represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
3. The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications and capability information provided by the offerors, and any other information obtained by the Government through its own research.
4. For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

### **M.2 EVALUATION FACTORS**

The Government will utilize the following evaluation factors to evaluate proposals.

- Factor 1. Performance Capabilities
- Factor 2. Technical Approach
- Factor 3. Past Performance

Technical proposals will be rated according to the following criteria. The below criteria are listed in descending order of importance.

#### **Factor 1: Performance Capabilities (Factor 1 is most important)**

The Government will evaluate the offeror’s Performance Capabilities for their overall approach to successfully implement the requirements described in Section C of this solicitation.

#### **Factor 2: Technical Approach (Factor 2 is second most important)**

The Government will evaluate the technical capability and proficiency of the offeror to successfully implement operations and continuously support the requirements, as described in Section C of this solicitation.

#### **Factor 3: Past Performance (Factor 3 is third most important)**

- a. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror. USAID will utilize existing databases of Contractor performance



information and solicit additional information from the references provided in Section H of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

- b. If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.
- c. USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- d. In cases where an offeror lacks relevant performance history or information on performance is not available, the offeror will not be evaluated favorably or unfavorably on performance. A "neutral" rating will be assigned to any offeror lacking relevant past performance history.
- e. The contractor performance information determined to be relevant will be evaluated in accordance with the below sub-criteria (all sub-criteria are of equal importance):
  - 1) Quality of product or service, including consistency in meeting goals and targets.
  - 2) Cost control, including forecasting costs as well as accuracy in financial reporting.
  - 3) Schedule, including the timeliness against the completion of the contract, call orders, milestones, delivery schedules, and administrative requirements (eg, efforts that contribute to or affect the schedule variance).
  - 4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
  - 5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

#### **M.4 PRICE EVALUATION FACTORS**

The principal basis for evaluating price as a factor for award under this solicitation will be an evaluation of the reasonableness of the offerors' respective overall proposed prices submitted in the Pricing Table (Attachment A).

The Government will conduct an evaluation to determine ultimately that the final agreed-to overall price from the Pricing Table is fair and reasonable.

#### **M.5 BEST VALUE ANALYSIS**

The Government will perform a price/technical tradeoff to determine which proposal represents the “best value” to the Government - price and other factors considered. “Best value” is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government reserves the right to make an award to other than the lowest priced offeror, if the Contracting Officer determines that to do so would result in the best value to the Government. The technical evaluation score will be used by the Contracting Officer as a guide in determining best value.

**[END OF SECTION M]**

**ATTACHMENT A: PRICING LIST**



Attachment A, Pricing  
Table.xlsx

**ATTACHMENT B: KEY PERSONNEL RESUME FORMAT**



Attachment B, KP  
Resume Format.docx

**ATTACHMENT C: PAST PERFORMANCE – SHORT FORM**



Attachment C,  
Contractor Performan

**ATTACHMENT D: EXHIBITS**

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