



USAID
FROM THE AMERICAN PEOPLE

ETHIOPIA

REVISED RFP SOL 72066318R00016

Request for Proposal (RFP) No.

SOL # 72066318R00016

Issuance Date:

November 21, 2018

Due Date for Written Questions:

December 10, 2018

Closing Date for Submission of Proposals:

February 26, 2019

Closing Time for Submission of Proposals:

4:00 pm Ethiopian local time

SUBJECT: Request for Proposal (RFP) No. SOL # 72066318R00016 - Electronic Health Information System (eHIS) Activity

The United States Government, represented by U.S. Agency for International Development (USAID) is seeking proposals to implement the Electronic Health Information System (eHIS) activity as described in the attached Request for Proposals (RFP) and intends to award one hybrid cost reimbursement type Contract (CPAF and IDIQ with CPFF term task orders) type contract with a period of performance of five (5) years. Task orders will not be issued with the contract. The North American Industry Classification System (NAICS) code for this acquisition is 541990.

You are invited to submit a proposal in accordance with the requirements of the enclosed RFP. Proposals must be received by the Government no later than the local time on the due date stated above and in the RFP. No task orders will be issued at the time of award of the Contract.

Prior to the submission of proposals, amendments to this solicitation will be made available through the Government homepage at <http://www.fbo.gov>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal in response hereto. Furthermore, USAID reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

Offerors should read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. By email only, all questions regarding this solicitation must be submitted in writing via email to Mr. Belay Teame at bteame@usaid.gov with a copy to Ms. Tsegereda Gebremedhin at tgebremedhin@usaid.gov and caddis@usaid.gov by the date and time specified above. Oral instructions, answers or guidance from any USAID source prior to the award of the contract shall not be binding.

Sincerely,

Martin Fischer
Contracting Officer

U.S. Agency for International Development

Entoto Street

P.O.Box 1014

Addis Ababa, Ethiopia

Tel.: 251-111-306002

Fax: 251-111-242438

Website: www.usaidethiopia.org

USA Address:

2030 Addis Ababa Place

Washington, DC 20521-2030

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15)		<input type="checkbox"/> <input type="checkbox"/>		RATING		PAGE OF PAGES 2 144	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72066318R00016		4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)		5. DATE ISSUED 11/21/2018		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office of Acquisition and Assistance USAID/Ethiopia, C/O American Embassy Entoto Road, Addis Ababa, Ethiopia		CODE		8. ADDRESS OFFER TO (If other than Item 7) See Section 7					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ time _____ local _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION	▶	A. NAME		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS	
		AREA CODE	NUMBER	EXT.	caddis@usaid.gov			

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8) ▶ 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER D

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶ ITEM

24. ADMINISTERED BY (If other than Item 7) 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

Martin Fischer ▶

IMPORTANT – award will be made on this form, or on standard form 26, or by other authorized official written notice

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PART I - THE SCHEDULE:

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and other services as described in detail in Section C for the implementation of the Electronic Health Information Systems (eHIS) Activity to support the Government of Ethiopia (GOE) to improve the quality of health service and create a sustainable health care system through use of data for decision making and for providing similar services and deliverables to other countries in Africa or to respond to a crisis in Ethiopia.

B.2 CONTRACT TYPE

As authorized in FAR 16.102(b), this is a hybrid cost reimbursement type Contract consisting of a Cost-Plus Award Fee (CPAF) contract line item (CLIN) and a Single-award Indefinite Delivery/Indefinite Quantity (IDIQ) CPFF Term CLIN. Under the CPAF portion of the Contract (CLIN 0001), the contractor must furnish supplies, facilities, services, deliverables and perform all activities necessary for, or incidental to, the performance of work described in Section C for the purpose of providing support to the Electronic Health Information Systems (eHIS) in Ethiopia to Improve Health Outcomes (“the Activity”). Under the IDIQ portion of the contract (CLIN 0002), the contractor must furnish additional related technical assistance and deliverables as required by Government-issued CPFF Term Task Orders. The services must be ordered in accordance with Section F.12, entitled “Ordering Supplemental Technical Assistance (CLIN 0002)”.

B.3 ESTIMATED COST AND AWARD FEE FOR CLIN 0001 (CORE SERVICES)

[Amounts to be filled by offerors]

(a) The total estimated cost of this CLIN is \$, exclusive of fee. Base fee for this CLIN is \$ and maximum award fee is \$. The total estimated cost, base fee, and maximum award fee is \$.

(b) Within the estimated cost plus base and maximum award fees specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee,) for performance hereunder is **TBD at the time of award.** Costs incurred by the Contractor must not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient for this CLIN through **TBD at the time of award.**

***NOTE: The actual amount to be obligated will be determined at the time of award.**

B.4 ESTIMATED COST AND FIXED FEE FOR CLIN 0002 (INDEFINITE SERVICES)

[Amounts to be filled by offerors]

(a) CLIN 0002 has an overall ceiling price of \$10,000,000. The maximum aggregate dollar value of task orders awarded to all contractors must not exceed the IDIQ contract ceiling.

(b) Within the estimated cost plus fixed fee specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and

payment of fee,) for performance hereunder is **TBD at the time of award**. Costs incurred by the Contractor must not exceed the aforesaid obligated amount.

- (c) Funds obligated hereunder are anticipated to be sufficient for this CLIN through **TBD at the time of award**. As CLIN 0002 is part of this contract and not a stand-alone award, the Government is not required to state or order any minimum number of person-days as otherwise provided in FAR16.504(a)(1). The Government has no obligation to fund or order under CLIN 0002.

B.5 AWARD BUDGET

- (a) Sections B.3 specifies the total cost for CLIN 0001, while B.4 specifies the ceiling for CLIN 0002. These amounts are fixed and cannot be exceeded without a fully-executed written modification to this Contract.
- (b) With respect to CLIN 0001, the total cost stated below for the budget categories are specified below. No amounts in excess of the amounts specified for each activity shall be billed against the Contract.

Item Description	Total Cost
Personnel	\$ <u> </u>
Fringe Benefits/Allowances	\$ <u> </u>
Travel	\$ <u> </u>
Equipment & Supplies	\$ <u> </u>
Contractual	\$ <u> </u>
Miscellaneous Direct Costs	\$ <u> </u>
Total Direct Costs	\$ <u> </u>
Indirect Costs	\$ <u> </u>
Total Estimated Cost	\$ <u> </u>
Base Fee	\$ <u> </u>
Maximum Award Fee	\$ <u> </u>
Total Estimated Cost Plus Award Fee	\$ <u> </u>

- (c) With respect to CLIN 0002, budgets will be established in each task order issued under this IDIQ contract.

B.6 OTHER DIRECT COST (ODC) LIMITATIONS UNDER IDIQ CLIN 0002

The estimated cost of ODCs under CLIN 0002 shall include all direct costs other than labor-related costs (e.g. material, equipment, subcontracts, travel, and training required for performance of the total amount of work) that can be ordered by the Government under this CLIN during the life of this contract. The labor-related cost includes all applicable labor costs, including that of subcontractors. The amount of ordered Other Direct Costs under all task orders under CLIN 0002 will not exceed \$6,000,000.

B.7 LEVEL-OF-EFFORT IDIQ CLIN 0002

- a. In performing Government orders for Technical Assistance under this CLIN, the Contractor is obligated to provide up to a maximum of **5,000** person-days of **professional technical employee and consultant labor** (see F.11).
- b. The fee set forth in B.4 is based upon furnishing the level-of-effort specified in paragraph a above. The total estimated cost and fixed fee will be established for each individual Government-issued Task Orders and all Task Orders in cumulatively must not exceed the amounts set forth in Section B.4(a) IDIQ CLIN 0002.

B.8 INDIRECT COSTS

The Contractor's allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Prime:

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/

1/ Base of Application: TBD
Type of Rate: TBD Period: TBD

2/ Base of Application: TBD
Type of Rate: TBD Period: TBD

Applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA). Indirect costs shall not be allowed for organizations that do not have a NICRA; this requirement does not apply to subcontractors.

B.9 COST REIMBURSABLE

The costs allowable will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, and 52.232-20 and 52-232-22 Limitations of Cost and Limitations of Funds, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.10 MULTI-YEAR CONTRACT

This RFP is subject to the requirements of FAR 17.106. However, this is a Cost-Plus Award Fee (CPAF) CLIN and IDIQ Level-of-Effort (LOE) CLIN Hybrid contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment." Therefore, the contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. The cancellation ceiling for each cancellation date is \$0 and there is no requirement to include cancellation dates in the contract.

B.11 PAYMENT OF FEE

- a. Payment of the base fee and award fee under CLIN 0001 will be made as follows.

1. Base Fee

Payment of the base fee will be made as follows. The Contractor's base fee is tied to the accomplishment of performance objectives and deliverables or outputs described in Sections C, D and F that are specified in Table 1 below, subject to inspection and acceptance by USAID/Ethiopia as specified in Section E, and otherwise in compliance with the terms of the contract and in accordance with work planning approved by USAID/Ethiopia. The contractor will be paid the amount of fee specified for each denoted performance objective, deliverable or output set forth in the table below upon acceptance by the Contracting Officer's Representative (COR). Because the clause entitled "Allowable Cost and Payment" (FAR 52.216-8) is incorporated into the RFP and applicable to this order, the terms and conditions of this clause apply.

Table 1 – CLIN 0001 Base Fee Payment Schedule
[Amount of fee to be filled by offerors]

#	Key Deliverables	Description	Reference	Amount (\$)
1	Monitoring, Evaluation and Learning Plan	Final MEL plan submitted for approval no later than 90 days after the effective date of the Contract.	C.5.b.i.B.3 F.7.a	
2	First Year Annual Work Plan	Final draft due 90 days after award.	C.6.b F.7.b	
3	Grants Under Contract Manual	Final approved GUC manual no later than 90 days after contract effective date.	F.7.h	
4	Gender Analysis	eHIS specific gender analysis approved no later than 90 days after contract effective date	F.7.i	
5	Program Reports	Year 1 Annual Program Report due 30 days after end of Year 1	C.6.c F.7.c	
6	Local Youth Group Grants	15 Local Youth Group grants executed	C.5.b.i.A.5	
7	Capacity Building for health science colleges/technical institutions	10 health science colleges or technical institutes receive capacity building sufficient to meet an acceptable level of expertise as established in MEL Plan.	C.5.b.i.B.4	
8	Capacity building for IT end user support	Delivery of acceptable training 12,000 end users	C.5.b.i.C.3	
9	Program Reports	Year 4 Annual Program Report due 30 days after end of Year 4	C.6.c F.7.c	

10	National Hosting Strategy	Delivery of a long-term plan for the most reliable and cost-effective hosting of IT applications, web sites, and web applications	C.5.b.i.A.4	
11	Demobilization Plan	90 days before end of contract performance date	C.6.e F.7.e	
12	Delivery of all deliverables specified in Section F.6	End of Contract performance period in Section F.2	F.6	

* All days are in calendar days unless otherwise specified

2. Award Fee

- i. The determination of the award fee earned by the Contractor must be in accordance with the Award Fee Evaluation Plan. The award decision will be made for each annual evaluation period pursuant to the procedures in Section G.9 and no interim payments of award fee will be made. Per FAR 16.401(e)(4), unearned award fee cannot rollover from one award fee increment to the next award fee increment.
- ii. Payment of any award fee earned by the Contractor must not be subject to the withholding provisions of the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) clause.

b. Payment of the fixed fee under CLIN 0002:

1. Payment of the fixed fee under CLIN 0002 will be specified in each individual task order. Fixed fee will be paid based on a proportion of the specified level of effort delivered per B.7(a), subject to the limitations specified in the clause entitled "Allowable Cost and Payment" (FAR 52.216-8).
2. For any task order issued under this IDIQ Contract, at the time of each payment of allowable costs to the contractor, the USAID paying office ordinarily pays the contractor a percentage of fixed fees that directly corresponds to the percentage of allowable costs being paid. One exception to paying fixed fee in this manner applies: if the CO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the contractor has completed, then the CO may suspend further payment of any fixed fee until the contractor has made sufficient progress to justify further payment, up to the agreed percentage.

[END OF SECTION B]

SECTION C - STATEMENT OF WORK

C.1 TITLE

The title of this development activity is supporting the Electronic Health Information Systems (eHIS) in Ethiopia to Improve Health Outcomes (“the Activity”).

C.2 OBJECTIVE

The objectives of the Activity:

- Support Information Technology Systems and Data Repository at all levels
- Build Culture of Data Use
- Capacity Building and Governance of MOH health information systems.

USAID supports the eHIS in order to contribute to the country’s information revolution which supports mutual goals of improving the quality of health service, improving people’s quality of life and building a sustainable health care system through use of data for decision making. Across all three activities, under the direction of the Contracting Officer Representative (COR), the Contractor shall collaborate with other donors and various stakeholders within the Government of Ethiopia (GoE) to align and invest in integrated health information systems and tools, strengthen data use, and health workforce capacity at the country level as key strategies necessary to achieve improved health outcomes. In addition, under CLIN 0002, the objective includes achieving similar goals in other African countries or to respond to a crisis in Ethiopia where services and deliverables relating to the eHIS will provide an effective response to a crisis.

The Contractor will use creativity, innovation and current best practices to develop services and deliverables to support the GOE to achieve these results. Services and deliverables will be provided consistent with the principles of Collaborating, Learning and Adapting (CLA). As such, the scope of the Contract covers any services or deliverables that, in keeping with CLA principles, will contribute to the objectives specified above, consistent with the work planning requirements and other provisions of the Contract.

C.3 BACKGROUND

The following provides relevant background information regarding (a) the state of Ethiopia’s eHIS, (b) the GOE’s approach to eHIS and (c) the Data Use Partnership.

C.3 (a) Ethiopia’s eHIS:

Despite extensive investment in the national eHIS, Ethiopia faces challenges to realizing the Information Revolution roadmap (IRR) (Appendix-2.0) objectives linked to achieving the Health Sector Transformation Plan (HSTP) (Appendix-3.0) goals. At this point, the information quality and use in Ethiopia is inadequate for supporting effective decision making at all levels of the health system. Various recent assessments show that even though complete and timely reporting has improved, data accuracy remains low and a limited portion of data collected at facility level is interpreted and used. The current system emphasizes one-way information transmission from facilities to woreda, region and national administrative units, rather than strategic information use for decision making at the point of care. Several barriers contribute to this poor eHIS performance and sustainability:

- The absence of an “information culture,” particularly at lower levels of the health system, discourages managers and care providers from using data routinely for planning, management, clinical care and performance monitoring. In general, information is not valued as a resource and there are few incentives for practicing evidence-based decision making. The Federal Ministry of Health(FMOH) and federal agencies (e.g., the Pharmaceuticals Fund and Supply Agency (PFSA) and the Ethiopian Food, Medicine, and Health Care Administration (FMHACA)) need better resources and capacity to support the health staff in not only capturing data but using the information, and understanding its importance to support achievement of the HSTP goals. Establishing a robust information culture will require a long term behavioral intervention, while at the same time building organizational and individual skills and capacity.
- The eHIS and subsystems are made up of disjointed and parallel systems which include: Health Management Information System (HMIS), disease surveillance information system, electronic medical record (EMR), and electronic community health information system (eCHIS). These separate systems are duplicative, not universally implemented throughout the country, lack standardization, and yield information of varying completeness and quality. Currently, data from the less fragmented supply chain information system remains separate from the health services information systems. However USAID has been successful in strengthening the supply chain management information system (MIS) by working with other donors to move all technical systems support to one implementing partner and phasing out suboptimal systems and enhancing interoperability.
- The current Information Communication Technology (ICT) infrastructure is limited because Ethiopia has only one telecommunication firm with limited capacity and technology. These limitations affect the overall eHIS system effectiveness. Securing reliable access to broadband, power, and essential ICT equipment is expensive and not readily available. Limited organizational capacity for supplying and managing the ICT infrastructure further handicaps eHIS implementation. These challenges exist at all levels, but are particularly apparent at the woreda level and below. ICT troubleshooting, maintenance and support are not universally available, despite health information technology (HIT) staffing at various levels of the system. The FMOH “Connected Woreda”
https://static1.squarespace.com/static/57be2f5e893fc0b6f3592200/t/581d149837c581a0038c650f/1478300826355/Connected+Woreda+Program+draft++Implementation+Strategy++20160902_NA.pdf
 concept is an exciting and ambitious vision for the country, and requires significant and sustained inputs.
- Several recent assessments call for increased eHIS resource allocation. While standard data collection and reporting tools tend to be in place, staff capacity and information transmission infrastructure hamper the system’s functionality. The assessments have indicated that investment should focus on training and supervising personnel, improving and maintaining essential infrastructure and process improvement for information flow to decision makers for analysis and decision making. In addition the focus should be to build capacity and opportunities to use quality data in planning, budgeting, quality improvement, and performance management. Resources must be shifted from labor intensive, paper reporting and manual entry data collection, to supporting digital systems that increase efficiency and improve data quality. Digital systems succeed when business processes are strong, well-documented, and properly and consistently implemented and used. The digital aspect of HMIS alone cannot improve the functionality of a health information

system. Rather, it provides an automated tool to re-examine established processes and to envision optional work flows to capitalize on the digital investment.

- Successful HIS implementation, sustainability, and data use require FMOH ownership and leadership to continue to drive and sustain the current transformation momentum. Support to the FMOH to refine the overall vision and direction for HIS reform; lead a unified HIS community; secure adequate budgets to support the system; set and enforce standards; and ensure accountability for HIS performance and evidence-based performance management is necessary.

C.3 (b) The GOE's eHIS Plan:

The GOE has identified the following focus areas for strengthening its health information systems:

- An environment of innovation and collaboration to develop and implement solutions for electronic health and health-related data capturing, processing, accessing, sharing, and utilizing electronic health data systems which are standardized, harmonized, and authenticated.
- Strong standards, protocols, and management that enhance institutional capacity and collaboration mechanisms to oversee the functionality and improvement of the national eHIS. This includes supporting development and implementation of organizational and career structure for a Health Information Technology Directorate (HITD) and the Policy and Planning Directorate (PPD).
- Tailored electronic platforms (e.g., DHIS2, electronic logistics MIS (eLMIS)/HCMIS, eHRIS, electronic laboratory IS (eLIS), electronic community health information system (eCHIS), electronic integrated financial management IS (eIFMIS), mHealth solutions, Geographic Information System (GIS) enabled Decision Support Systems) integrated as standards in the public sector, with increasing private sector coordination to integrate with the national eHIS. These systems will be coordinated under one eHIS project to yield quality, timely data to monitor and evaluate across levels, manage health resources, identify and respond to emergencies or epidemics, and to coordinate communication within the health system and with the population to address health issues.

Health data repository for the Federal Ministry of Health (FMOH) that allows stakeholders to access, as appropriate established. A successful eHIS will make quality data visible and usable across programmatic and geographical boundaries, and public- private sectors.

- The supply chain MIS will include end-to-end commodity visibility from suppliers down to patient dispensaries. This includes an established culture of data driven decision making at all agencies and levels, including improved business processes to create and accommodate generation of quality data its use, and predictive analytics where appropriate.
- A functional mechanism for ensuring interoperability among eHIS sub-systems in the country through relevant technical interoperability services functioning. An example is the regular updating of Master Data. This could include the National Master Facility List, National Health Data Dictionary, and a Health ID system synchronized with the national population ID/biometric system. Activity success will result in organizational interoperability through aligning work processes and joint development/adaptation of electronic systems across programs, directorates, and institutions.
- The GOE, working closely with the Vital Event Registration Agency (VERA) will realize its priority of creation of a functional birth and death registration/notification

system. The system will be part of eCHIS and be integrated or interoperable with the DHIS2 system.

- Sustainable in-country capacity building mechanisms will be developed and implemented with resources identified for their support beyond the life of the project. These could include but not limited to:
 - A. Enhanced Ethiopian ICT education capacity through local universities and Technical & Vocational Education & Training Centers (TVET). This could link to the iHRIS system to track trained personnel.
 - B. Bachelor and Masters-level training using standardized national curriculum in competencies to innovate, develop, apply, and maintain electronic solutions.
 - C. Create communities of practice (users, developers, academics) for open-source solutions with universities and the private sector using an online platform, training academia or combination of the two.

C.3 (c) The Data Use Partnership:

In line with the objectives of the IRR, the FMOH, and the support by of the Bill and Melinda Gates Foundation (BMGF), a new partnership model was designed, the Data Use Partnership (DUP). The DUP contributing donors are, in addition to the BMGF, the Doris Duke Foundation (DDF), Global Fund (GF) and USAID.

The FMOH provides overall leadership and ownership for all DUP work. The BMGF is the donor lead for DUP and has provided a \$21 million grant to support the FMOH and the DUP in a five-year effort to improve health services and outcomes in the Ethiopia health sector. The focus is to strengthening the health information system, and create a culture of data use for decision making in planning, management, and service delivery. The DUP will accomplish this by embedding with appropriate technical and financial support for both pillars of the Information Revolution.

Since the HMIS reform in 2008, various development partners have partnered with FMOH to support HMIS development and implementation. The United States Government (USG) has devoted significant resources to strengthen health information system through the President's Emergency Plan for AIDS Relief (PEPFAR), President's Malaria Initiative (PMI), and family planning and maternal child health funding modalities. Global health initiatives and global public private partnerships such as the Global Fund and GAVI had also included information system as a component of their health system support. These technical and financial supports were critical first steps in developing a foundational platform from which current initiatives can support a broader set of achievements.

Nonetheless given the extensive support from various donors, there are still significant challenges and limitations such as:

- Fragmented and uncoordinated support: Resources channeled through various implementation partners without coordination has resulted in multiple conflicting support philosophies. The fragmented approach led to geographic and disease specific siloed systems that impeded effective technical support for the sector and an inability to access data for triangulation and verification.
- Lack of ownership: the methods and approaches used by donors and implementing partners removed FMOH from ownership and leadership in the process of developing and managing their own data systems. The result was a total dependence on the donor community for health information support while limiting the FMOH's ability to access and control the use of their data.

- Irregular results: routine health information systems are not standardized across the country creating a hierarchical system which contributes data into a central warehouse used to support development of a common culture of information use.

The DUP is designed on the concept of complete GOE country ownership and leadership supported by comprehensive technical support from donors and their implementing partners. The DUP focuses on supporting the FMOH in building and strengthening the culture of information use across the health sector. The DUP is innovative and transformative for the following major reasons:

- The FMOH is the originator of the idea, based on in-depth analysis of the current situation, and is engaged from the inception phase of the process;
- The concept was crafted jointly by the FMOH and BMGF considering all the opportunities and challenges of the existing situation;
- The technical support to the FMOH follows an embedded approach rather than an external and independent approach;
- The scopes of work for DUP projects will be jointly developed by the FMOH and approved implementing partners in Ethiopia;
- The DUP is focused on developing one system and a culture of data use for decision making rather than supporting the creation of multiply parallel disease specific program information systems;
- The support will comprehensively capture all components of the Information revolution(digitization, cultural transformation for data use and Governance);
- Flexibility, adaptability, efficiency and relevance to the data need and data culture of Ethiopia.
- The DUP is result and performance-oriented.

The main result expected to be achieved in the next five years through the DUP is the successful implementation of the Information Revolution Roadmap. Looking at the two pillars of Information Revolution Roadmap the following specific results are expected:

Table 1 - Information Revolution via the Data Use Partnership

Cultural Change	Technology Advancement
Fully functional Performance review Teams (PRT) at all levels of the health sector	Functional networking of all health facilities
Enhanced Data analytical capacity at all level of the health sector	Functional and effective e CHIS
Increased availability of quality data for decision making from various sources (data repository, triangulation and use of routine and population based data)	Standardized and functional eHMIS
Ease of access to information (data visibility and presentation)	Scaled up and functional EMR
Improved capacity of the Health Information Technicians (HIT) training program	Improved national and regional level IT capacity
Improved capacity of deployed HITs	Complete ownership of FMOH in terms of development and management of HIS technologies
Health professionals' increased awareness and culture of data use	

C.4 GENERAL PROGRAM PARAMETERS

The following operational guidance is provided that will be critical for the successful and sustainable implementation of this Activity and must be applied to all services and deliverables specified in the contract. These principles relate to: a. Collaborating, Learning and Adapting; b. Coordination with External Stakeholders; c. Commitment of Global Stakeholders; and d. Gender.

C.4.a. Collaborating, Learning and Adapting

USAID uses an approach called Collaborating, Learning and Adapting (CLA) to achieve better development results. This approach involves strategic collaboration, systematic and continuous learning, and adaptive management. CLA asks:

- Do you take the time to think critically about your work?
- Are you strategic in who you collaborate with, what you're learning: and
- Do you use those learnings to change accordingly?

While CLA is not a new approach, these practices often do not occur regularly, are not systematic, and not deliberate. CLA is not a different work stream or done for its own sake. It's a different way of approaching activity design and making implementation as effective as possible to maximize development impact. Strong CLA practices vary with organizational culture, project contexts, and their enabling environments. CLA practices need to be tailored where investments at different levels of the health sector and the enabling environment are implemented by different implementing partners.

The Contractor can achieve this intentionality by identifying knowledge gaps in their activity's theory of change or by filling gaps in the evidence that designers used when creating the activity. The intentionality may be achieved by creating and taking opportunities for stakeholders to track progress, discuss challenges, opportunities, and changes in context. Another opportunity to be intentional emerges as collaboration opportunities are created or required, especially if USAID/Ethiopia or Washington stakeholders get involved.

ADS 201.3.4.10.B describes potential approaches to CLA that include, but are not limited to:

- Having partners identify knowledge gaps in the theory of change for their activity or in their technical knowledge base and supporting them in identifying and implementing ways to fill these gaps;
- Planning for and engaging in regular opportunities for partners to reflect on progress, such as partner meetings, portfolio reviews, and after-action reviews. These opportunities may focus on challenges and successes in implementation to date, changes in the operating environment or context that could affect programming, opportunities to better collaborate or influence other actors, and/or other relevant topics;
- Encouraging or requiring partners under a project to collaborate, where relevant. Collaboration activities may include joint work planning, regular partner meetings that facilitate knowledge sharing, and/or working groups organized along geographic or technical lines. These activities require time and resources, and appropriate resources must be budgeted;
- Involving implementing partners in the USAID learning activities, such as portfolio reviews or stock taking efforts, as appropriate; and
- Using the knowledge and learning gained from implementation, opportunities to reflect on performance, monitoring data, evaluations, knowledge about the context, and other sources to adjust interventions and approaches as needed.

These practices need to drive decision-making and activity adjustments in an intentional way that responds to new information and changes in context.

C.4.b Coordination with External Stakeholders

As noted above, the services and deliverables required under the Contract are part of a larger effort through the DUP (see background on DUP on pages 15-16). As a result, all services and deliverables under the Contract must be developed and implemented through collaboration, coordination and consistent with the parameters and guidance established through the DUP process. This will include the following types of engagement and coordination:

- Strategic Engagement with various GoE stakeholders, donors and partners for planning and implementation of HIS related activities.
- Coordination – Effective coordination with all USAID and donor funded eHIS activities in the country
- Advocacy – Continued awareness and advocacy of the value of eHIS to improve health outcomes

Of course, final technical guidance will be provided through the Contracting Officer's Representative and any direction that involves a change to the Contract, including, but not limited to, changes to the Statement of Work and funding levels, can only be provided by the Contracting Officer.

C.4.c Commitment of Global Stakeholders

It is critical that an increased commitment by global stakeholders to align and invest in integrated health information systems and tools, strengthened data use, and health workforce capacity at the country level as key strategies necessary to achieve improved health outcomes is achieved. This includes an increased commitment of global stakeholders to the type of strategic engagement, coordination and advocacy describe in Section C.4.b above. This approach must be applied across all components set forth in Section C.5.b.i below.

C.4.d Gender

Promoting gender equality and advancing the status of women and girls is vital to achieving USAID development objectives. In addressing gender issues in the eHIS Activity, the Contractor is expected to conduct eHIS specific gender analysis at the beginning of the activity implementation and develop a clear strategy to address identified issues. The gender analysis must identify:

- Relevant gender gaps in the status and anticipated levels of participation of women and men that could hinder the key results to be achieved by the activity, as defined in the Activity Purpose,
- Key gender inequalities or needs for female empowerment that could be addressed through the activity, and
- Any potential differential effects (including unintended or negative consequences) on women and men.

C.4.e. Use of Open Source Software

USAID/Ethiopia is committed to maximizing the use of open source software in the performance of this contract. Regardless of the specific solution selected, the Contractor must use open standards whenever practicable in order to increase the interoperability of all Government software solutions. Open standards enable software to be used by anyone at any time, and can spur innovation and growth regardless of the technology used for implementation. It is expected that [GNU license](#),

[Version 3](#) (Attachment No. 13), will be used on software developed under the Contract. This means that everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

C.5 SERVICES AND TASKS REQUIRED

The Contractor must provide the services and deliverables specified below. Services and deliverables shall be provided to achieve the objective set forth above, subject to the guidance and limitations specified herein. Specific services, activities and deliverables required will be established in the annual work plans approved by the Contracting Officer's Representative (COR) and, when necessary, through modifications to work plans specified in writing by the COR. Such technical direction must be consistent with all of the terms and conditions of the Contract and the determinations of the Contracting Officer.

C.5.a Management and Administrative Services

The Contractor must provide all general management and administrative support necessary to perform the Contract. The services authorized include, but are not limited to:

- Overall management and administration of the Contract, including both expatriate and home office support and administrative services. The Contractor will provide both the key personnel specified in the Contract and additional personnel, long-term and short-term, necessary to meet recurring general management and administrative support needs under the Contract.
- The Contractor shall procure or lease necessary facilities, supplies and services as necessary to perform the Contract Order.
- The Contractor shall provide the planning necessary for performance of the contract. As discussed in more detail elsewhere, approval of implementation and other plans are required.
- Oversight, quality control and general technical support of all services and deliverables provided pursuant to the Contract.
- Provide and assure the proper, efficient and uniform use of modern management and administration, accounting practices, information technology (IT), communications, reporting, human resource management, property control, security, records and other administrative processes and systems required under the Contract.
- Manage the overall reporting needs of the program as specified in the Contract and developed in work plans in conjunction with the COR.

C.5.b Technical Services

The Contractor must provide technical services designed to achieve the objectives of the Activity. As discussed above, annual work plans and/or modification to the work plans will establish the specific services, activities and deliverables required. It must be noted that the annual work plans, MEL plans and other ad hoc requirements will be heavily driven by the DUP process describe above in Section C.3 (pages 15-16). In addition, the performance milestones in the work plans will establish the basis on which performance will be evaluated. The Technical Services are divided into two CLINS as specified in Section B.2 above: 1. Core Services; and 2. Indefinite Services.

C.5.b.i Core Services

This award will support Ethiopia's information revolution which aligns with both the United

States and Ethiopian government goals of improving the quality of health service, improving people's quality of life and building a sustainable health care system through use of data for decision making. CLIN 0001 outlines the services and deliverables the contractor will meet, as appropriate.

The approaches, constraints, activities and results are discussed below for each objective.

C.5.b.i.A Objective #1: Support Information Technology Systems and Data Repository:

The set of principles in Appendix 4.0 represents a concerted effort by donors to capture the most important lessons learned by the development community in the implementation of technology-enabled programs. Having evolved from a previous set of implementer precepts endorsed by over 300 organizations, these principles seek to serve as a set of living guidelines that are meant to inform, but not dictate, the design of technology-enabled development programs.

Under this Objective the Contractor must provide services and deliverables to support the digitalization, integration and scale-up of priority health information systems at all levels of eHIS based on the eHealth architecture of the country (Appendix 1). The Contractor must also support the GOE to prioritize, digitize and scale-up eHIS components. GOE priorities will need to be aligned with USAID priorities and available funding. The various sub-objectives are further detailed below.

C.5.b.i.A.1 - Sub-Objective 1.1 Support Development, Operation and Maintenance of various existing Health Information Systems:

The Contractor will provide appropriate support to existing Health Information Systems. Illustrative activities and results for this sub-objective in support of the GOE's priorities are set forth below. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

- Electronic community health information systems (eCHIS) - Ethiopia has been recognized for its extraordinary Health Extension Worker (HEW) programs resulting in the hiring and training of more than 40,000 HEWs and HEW supervisors over the last ten years. Ensuring that each of the HEWs has a mobile phone or tablet with appropriate tools and training can support reporting, surveillance, and referrals at the community level. Currently with the leadership of FMOH the requirement and systems design document has been finalized and this document (Appendix 5.0) provides the specification for the Electronic Community Health Information System. Connecting this community health information, with other available community information, including economic, educational, food security, and other indicators can build towards a robust community health management system. The contractor is expected to support the software development process based on this requirement document and also the scale up of this system together with the different stakeholder under the leadership of the FMOH.
- Digital registers and electronic medical records (EMRs) - Replacing paper facility registers with tablet-based medical record systems ("digital registers") will be a powerful tool for improving health services by computerizing primary health care and putting currently difficult-to-access essential data in the hands of health workers. These facility systems can be linked with each other and with the mobile community health systems through a national interoperability framework and a shared health

record architecture planned under the DUP. More importantly, these digital registers can be linked with the planned national DHIS2 deployment, ensuring substantially improved data quality in the national eHMIS. This will allow health worker and managers to focus on healthcare delivery and health system management, rather than transcribing paper registers into DHIS2 by hand. The contractor is expected to support the requirement gathering, software development process and avail the tools for scale under the leadership of the FMOH.

- **DHIS2 at scale** - Ethiopia has selected DHIS2 for its national eHMIS platform, replacing multiple duplicative systems in different regions and prioritizing a strong way forward for capturing, reporting, and using health indicator data at the woreda, regional, and national levels. The contractor in collaboration with the FMOH, regions, and local universities is expected to support the maintenance, continued scale up and capacity building of DHIS2 throughout the country.
- **HRIS digitization**: The current desktop application for human resources does not meet Ethiopia's human resource system tracking needs. The contractor is expected to support FMOH and Regional Health Bureaus (RHB's) to identify an appropriate human resource system tracking tool that can be customized to the needs of the country and support the rollout and implementation of the selected tool. The selected tool must have interoperability with other tools like DHIS2 for data management. The contractor is expected to support the requirement gathering, software development process and avail the tools for scale under the leadership of the FMOH.

C.5.b.i.A.2 - Sub-Objective 1.2 Strengthening Supply Chain and Regulatory Information Systems:

The Contractor must support the maintenance and continued development of the current supply chain system and the relevant regulatory information systems as identified and approved future system needs. The Contractor will be required to support the operation of the existing legacy information technology listed in Appendix 6.0. Illustrative activities and results for this sub-objective in support of the GOE's priorities are set forth below. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

- **PFSA**
Supply chain performance is a critical determinant of health system performance, particularly in programmatic areas like maternal and child health, malaria, TB, and HIV/AIDS. Strengthening the logistics management information system will improve supply chain visibility and commodity security. Quality data will allow Pharmaceutical Fund and Supply Agency (PFSA) to take targeted action to improve supply chain performance. The Contractor is expected to maintain the existing suite tools (Appendix 6.0) and continue to develop additional modules to insure end-to-end visibility in the supply chain.
- **FMHACA**
 - **Electronic regulatory information system (eRIS)** is a critical component of the eHIS. Currently the market authorization and medicine registration system, and the import permit facilitation module, are supported by a USAID project. The Contractor should be able to continue to support the current systems at FMHACA listed in Appendix 6.0 and be able to develop additional modules as needed.

- **Track and Trace system support:** The contractor is expected to support the on-going development of the national Track and Trace system, which is in the early stages of development, using global standards for identification, capture and data exchange. FMHACA is the leading agency for implementing the national traceability system to track and trace the movement of pharmaceutical commodities. The contractor is expected to continue to support this work as described in the national track and trace system strategic document (Appendix-7.0) and high level architecture document in Appendix-8.0.

C.5.b.i.A.3 - Sub-Objective 1.3 Data Analytics Platforms:

The Contractor will provide appropriate support to relevant data analytics platforms. In order for the eHIS system to provide accurate, consumable and actionable data, a data analytics platform must be in place for all levels of the system. FMOH plan is to capture data using mobile community health tools, digital registers at facilities, and other automated option as available and automatically aggregate all information into the national DHIS2 systems. Appropriate data must be made available to the community, facility, woreda, regional and national levels. Each level will need different tools to address health care and adaptive management decisions and actions appropriate to those levels. The Ethiopia data analytic platform (EDHAP) which is operational at the federal level will require a collaborative “design with the user” requirements development exercise for the remaining levels of the health system. This iterative process is expected to capture and update future requirements.

The Contractor is expected to support the collaborative design process and to support the FMOH in the deployment of the platform across the different levels of the health system. The specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.A.4 - Sub-Objective 1.4 - Data Management Services:

The Contractor will support strengthening relevant data management services. Illustrative activities and results for this sub-objective in support of the GOE’s priorities are set forth below. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

- The Contractor shall perform tasks and or support task related to data migration, backup & recovery, and data warehousing in support of the systems integration strategy to improve specific health activities or overall health system infrastructure.
- The contractor shall support local clients working in health activities to create a long-term plan for the most reliable and cost-effective hosting of IT applications, web sites, and web applications. The contractor will be required to deliver a cost-effective national hosting strategy.

C.5.b.i.A.5 - Sub-Objective 1.5 - Support to Improve ICT Infrastructure and Connectivity at Health Facilities:

The Contractor will support improvement of ICT infrastructure and connectivity at Health Facilities throughout Ethiopia. FMOH in partnership with EthioTelecom is working to improve ICT Infrastructure and Connectivity at health facilities throughout the country with a program called HealthNet. The plan is to connect more than 3,000 health centers, hospitals and health offices to a

government-supported multiprotocol label switching (MPLS) virtual private network (VPN). The connectivity will provide health facilities 2 – 15 mbps bandwidth. This connectivity (HealthNet) provides an enabling mechanism to create connected facilities and worded as.

The contractor shall support this activity by providing technical support in expediting the scale up process through grants to the local youth groups like the Multi-resource Center (MRC) groups (Appendix 9.0) to provide internal networking and maintenance for each facility and point of services across all FMOH agencies. The Contractor will provide grants each year (approximately 10 per year) to local youth groups, with at least 10% being awarded to women-led youth groups (See Section F.6.9). Additional specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.A.6 - Sub-Objective 1.6 – Improvement in Integrated Health Information Systems:

The Contractor will support strategic, incremental and exponential, improvement in integrated health information systems. This will include but is not limited to routine health information systems and approved evaluations considered vital to monitor the achievement of USAID goals. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.B Objective #2: Build Culture of Data Use:

The Contractor shall provide services and deliverables to develop a culture of data use to improve the use of data to inform health planning, performance management, and delivery decisions across the health systems. The various sub-objectives are listed below in further detailed.

C.5.b.i.B.1 - Sub-Objective 2.1 – Build a Culture of Data Use:

The Contractor will build a culture of data use and evidence based decision-making. In partnership with the DUP, the Contractor will work on a social behavior change activity using the human-centered approach. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.B.2 - Sub-Objective 2.2 – Improving Data Capturing:

To improve use of data for early detection of epidemics and provide timely death notifications from all levels of the health system, the Contractor will improve the use and data capture accuracy of Public Health Emergency Management (PHEM) system. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.B.3 - Sub-Objective 2.3 – Strengthening M&E:

The Contractor will strengthen monitoring and evaluation systems. This will include monitoring (a) weekly data flows, (b) timeliness of data flows (c) completeness of data and (d) number of system users in a systematic manner. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.B.4 - Sub-Objective 2.4 – Building Capacity of Health Science Colleges:

The Contractor will build the capacity of health science colleges. Illustrative activities and results for this sub-objective in support of the GOE's priorities are set forth below. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

- The Contractor will build capacity of health science colleges and technical institutes, in order to lead to sustainability and ownership by HITs and Regional Health Bureaus. The Contractor will ensure that health science colleges or technical institutes annually receive capacity building sufficient to meet an acceptable level of expertise as established in MEL Plan (See F.6.10). Additional specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.
- The Contractor will support health science colleges capacity building using best practices in design development, applications, tool development and implementation approaches *e.g.* Demographic Health Surveys, Systems of Health Accounts, Civil Registration and Vital Statistics and District Health Information Systems. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.C Objective #3: Capacity Building and Governance:

The Contractor shall provide advocacy and support in facilitating adoption by government agencies and implementing organizations of identified best practices in data use, data system architecture, and governance. The various sub-objectives are listed in further detailed below.

C.5.b.i.C.1 - Sub-Objective 3.1 – Information Act:

The Contractor will support the FMOH to develop an information act or similar legislation for data reporting, collection, presentation and sharing which aligns with the concepts of the IRR. Specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.i.C.3 - Sub-Objective 3.2 – IT Infrastructure Management Services:

The Contractor will support the improvement of IT Infrastructure management services. This will include, but not be limited to, work in the following areas.

- Work with host country counterparts to draft appropriate strategy for IT governance for the health sector.
- Provide technical support to the ministry of health, NGOs and other partners to develop IT policies to enhance the implementation and impact of health activities.
- Plan and implement capacity building for IT end user support, including but not limited to help desk services and trainings for end users and IT administrators. The Contractor must deliver trainings for 3,000 participants on this topic per year.
- Provide technical assistance for IT facilities planning, implementation and maintenance

- Coordinate and facilitate IT capacity-building programs for health activities
- Provide institution and organizational support to assist in the transitional change process, i.e. change management, as part of the IT Service Management (ITSM) package.
- Coordinate and facilitate targeted, measurable, IT capacity-building projects to support health programs and activities.
- The contractor shall support MOH in establishing best practice and processes to master data management and overall data governance.

Additional specific services and deliverables will be established in the work planning process and final results and outputs will be specified in the MEL Plan pursuant to Section C.6 below.

C.5.b.ii Indefinite Services

CLIN 0002 provides for indefinite services to be awarded through individual task orders. Pursuant to Section F.12 below, each individual task order will have its own specific statement of work. The task order statements of work are expected to involve the services defined in Section C.5.b.i above, though, at the discretion of the Contracting Officer, it can include additional services relating to electronic health information systems.. It is anticipated, but not mandatory, that indefinite services ordered under CLIN 00002 will fall into one of two categories: i) response to a crisis in Ethiopia; and ii) support to the eHIS system in another African country.

C.6 PROGRAM REPORTING AND OTHER DELIVERABLES

The following reports and plans are required. All written documentation (correspondence, reports, information sheets, etc.) for submission by the Contractor to USAID/Ethiopia must be in English. In addition to the reports outlined below and those elsewhere specified, the Contractor may be required to respond quickly to *ad hoc* requests with short deadlines.

C.6.a Monitoring, Evaluation and Learning

The Contractor will design and implement a life-of-contract Monitoring, Evaluation and Learning (MEL) Plan that permits the efficient and timely measurement of progress toward outcome and output indicators, aids in the management of the Activity and is consistent with the schedule set forth in Section F.7(a) below. The contents of the MEL Plan will be proposed by the Contractor and approved by the COR.

Monitoring, evaluation and learning is a critical part of the contract. Indicators are shown in the MEL Plan that are also intended to measure systemic change and data collection will help identify both intended effects as well as the unintended effects of activities that have been implemented. Certain indicators will be disaggregated by sex and by age, using standardized age cohorts.

The MEL Plan and all annual updates will be developed in coordination and collaboration with other activities, programs, projects and donors that the COR determines is appropriate. In the discretion of the COR, the MEL planning process may include formal structures to increase coordination and collaboration, including, but not limited to, donor coordination ,joint conferences, Technical Working Groups , site supervisions and portfolio reviews.

The MEL Plan must include Geographic Information Systems (GIS) data as appropriate. USAID/Ethiopia is in the process of building internal capacity to manage GIS-related information to support greater utilization of GIS tools among implementing partners, to promote coordination

among stakeholders, and to share information about USAID-funded activities, their impact in Ethiopia, as well as relevant data about the country. The Contractor should apply geospatial methods using GIS technology to support USAID's effort to incorporate geographic data and analysis into USAID's overall development planning, design, and monitoring & evaluation. The Contractor is not expected to purchase or utilize GIS software unless it is relevant for implementation of their activities. The Contractor can utilize any of the GIS tools available. When geographic data is acquired through data use or ownership agreements with the host-country government or other entity, the Contractor will use best efforts to ensure that the ownership agreement makes it permissible for the geographic data to be submitted to, and used by, USAID and other U.S. Embassy agencies. All geographic data must be submitted to the COR and will be reviewed in consultation with the Program Office or other technically qualified USAID/Ethiopia staff to ensure that it meets the geographic data reporting requirements.

C.6.b Annual Work Plans

The Contractor shall develop annual work plans to be approved in content and format by the COR, consistent with the schedule set forth in Section F.7(b) below. The work plans shall be developed in consultation and collaboration with FMOH, DUP donors, technical working groups, and other relevant stakeholders. The annual work plan may be revised at any time as required by the COR. The work plans shall list activities grouped according to the objectives identified in Section C.2 above. The following shall be indicated for each component unless waved by the COR:

- Anticipated start and end dates.
- Anticipated life-of-activity funding broken down by month, with detailed budgets as specified by the COR.
- A listing of the principal counterparts for each proposed activity
- A description and estimate of the amounts of short-term technical expertise, training and other support resources that would be required to provide the assistance proposed.
- Performance indicator(s).
- Baselines for each performance indicator.
- Specific deliverables required by component and the due date for that deliverable.

The work plans shall then describe in narrative form the activity rationale (meaning the development hypothesis) and expected outputs. It shall include a discussion of relationships to other Contractor activities and to activities performed by others that are necessary for the accomplishment of higher level results, if any. It shall also include a discussion of how cross-cutting areas are to be addressed.

C.6.c Program Reports

The Contractor shall provide Quarterly and Annual Program Reports, and upon completion of the Activity, a Final Report must be submitted, pursuant to the schedule specified in Section F.7(c) below. The reports from the Contractor must follow the format established by the COR and must include, in addition to specific information required in writing by the COR, a narrative that addresses:

- Achievements and discussion of major activities
- Problems encountered and proposed remedial actions
- Success stories or lessons learned

The Annual Activity Report must report against all indicators established in the M&E Plan. The quarterly and annual program reports must also include appropriate GIS data.

C.6.d Quarterly Financial Reports

Financial reports are required on the schedule specified in Section F.7(d) below. These reports will only be considered delivered when accepted by the COR as containing the information required.

The financial report format will be determined by the COR after consultations with the Contractor. Specifically, the report must contain at a minimum the following information:

- Total funds committed to date into the Contract.
- Total funds expended by the Contractor to date, including a breakdown to the budget categories provided in the Contractor's cost proposal and between Technical Services (Section C.5(b)) and Management and Administrative Services (Section C.5(a)), with additional detail to be provided upon request by the COR.
- Pipeline (committed funds minus expended funds)
- Variations from previous estimates (should be highlighted on any spreadsheets and should be addressed in a narrative if significant)
- The budget estimate for the upcoming quarter
- Estimated cost to complete
- Funds and time remaining in the Award

The report must include any additional information required by the COR.

C.6.e Demobilization Plan

The Contractor is required to develop a demobilization plan. This plan will include a property disposition plan, a plan for the phase-out of in-country operations, a delivery schedule for all remaining reports or other deliverables required under the contract, and a timetable for completing all required actions in the demobilization plan. The manual is due based on the schedule specified in Section F.7(e) below.

C.6.f Work Plan and Ad Hoc Reports

As set forth in Section C.6.b above, it is expected that many of the activities specified in the work plan will establish a requirement for specific deliverables. Those deliverables will be due based on the schedule established in the work plan, including any modifications to the work plan. It is also anticipated that *ad hoc* reports may be required by the COR in writing and based on deadlines established by the COR. No new deliverable or *ad hoc* report may be required by the COR if such deliverable or report would cause the Contractor to exceed the funds available, the total estimated cost or contradict any other provision or clause in the Contract.

C.6.g Submission of Data

The submission of data and technical materials will be necessary as specified above and in the annual work plans. Guidance on this is outlined below.

Datasets: Submission of datasets to USAID's Development Data Library (DDL) is required pursuant to Section H.16 below.

[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 COR 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 POLICY

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Standard Graphic Manual" available at <http://www.usaid.gov/branding/gsm>, or any successor branding policy.

The Branding Strategy for this Contract is set forth below consistent with ADS 320.3.2.1:

- The name for the Activity covered by the Contract is **Supporting the Electronic Health Information Systems (eHIS) Activity**.
- Materials and communications produced under the Contract will be positioned as jointly sponsored by USAID (from the American People), the Government of Ethiopia and the DUP (primarily the Bill and Melinda Gates Foundation, the Doris Duke Foundation and the Global Fund in addition to USAID and the FMOH);
- Materials and communications produced under the Contract may also have to be marked with the logos of the President's Malaria Initiative (PMI) and/or the President's Emergency Plan For AIDS Relief (PEPFAR);
- The desired level of visibility for materials and communications produced under the Contract is high; and
- Other contributors to the DUP should be acknowledged, when determined appropriate by the COR.

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of all services, reports and other required deliverables or outputs under this proposed contract will take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR referenced in section G has been delegated the authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING, EVALUATION AND LEARNING

The progress, success and impact of the contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results. Monitoring, Evaluation and Learning (MEL) programs must be utilized in order to assess the impact of the program and whether or not objectives are being achieved and if they should be adjusted. The MEL Plan is intended to be a "living" document that must be reviewed and updated on an annual basis as specified in Section C.6 (a) above. The MEL Plan described in Section C.6 (a) above sets forth the specific performance goals for the contract and can be modified at any time in writing by the Contracting Officer's Representative to reflect changing priorities and circumstances.

[END OF SECTION E]

SECTION F: DELIVERIES/PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER AUG 1989ALTERNATE I	APR 1984
52.243-2	CHANGES—COST REIMBURSEMENT	AUG 1987

F.2 PERIOD OF PERFORMANCE

- (a) The period of performance (five years) for the Contract is from the effective date of the contract through [REDACTED]. Task Order(s) under CLIN 0002 may be ordered any time during the contract performance period. However, as this is not a standalone IDIQ, any task order performance period cannot extend beyond the Contract performance period.

F.3 PLACE OF PERFORMANCE

The contractor shall perform the services described in Section C, CLIN 0001 in Ethiopia. However, CLIN 0002 may be performed in Ethiopia and/or other USAID/Missions in Africa.

F.4 PERFORMANCE EVALUATION

Evaluation of the Contractor's overall performance shall be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Performance shall be documented in the Past Performance Information Retrieval System (PPIRS) and be done in compliance with the requirements of FAR Subpart 42.15 and other relevant regulations and policies.

F.5 PERFORMANCE STANDARDS

The Contractor's performance information determined to be relevant will be evaluated in accordance with the elements below:

- Technical quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost, equally qualified advisors are available, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- Small business subcontracting- Where applicable, the Contractor will be required

to provide performance rating of the small business subcontractors and where required confirm their compliance with the contract requirement.

F.6 DELIVERABLES AND SCHEDULE

In addition to the results specified in Section C, the Contractor will deliver the following deliverables:

Table of Contract Deliverables				
#	Key Deliverables	Frequency	Reference	Description/Timetable
1	Monitoring, Evaluation and Learning	Once	C.5.b.i.B.3 F.7.a	Final MEL Plan approved no later than 90 days after the effective date of the Contract.
2	Annual Work Plan with Budget	Annually	C.6.b F.7.b	Final first year work plan due 75 days after award. Thereafter, first drafts are due annually on August 16 th and final version on September 15 th .
3	Program Reports (Quarterly, Annual & Final)	Quarterly/ Annually/ Once	C.6.c F.7.c	For Quarterly and Annual program reports no later than 30 days after end of the period. The final Program Report is due at the end of the period of performance.
4	Quarterly Financial Reports	Quarterly	C.6.d F.7.d	No later than the thirtieth (30 th) day after the completion of each quarter
5	Demobilization Plan	Once	C.6.e F.7.e	90 days before end of contract performance date
6	Work Plan and Ad Hoc Reports	As may be necessary	C.6.f F.7.f	When deemed necessary
7	Grants Under Contract Manual	Once	F.7.h	Final approved version no later than 90 days after contract effective day.
8	National Hosting Strategy	Once	C.5.b.i.A.4	Delivery of a long-term plan for the most reliable and cost-effective hosting of IT applications, web sites, and web applications at a date to be determined in the work planning process.
9	Local Youth Group Grants	Annually	C.5.b.i.A.5	10 Local Youth Group Grants executed with at least 10% being awarded to women-led youth groups by the end of the period of performance
10	Capacity Building for health science colleges/technical institutions	Annually	C.5.b.i.B.4	At least five health science colleges or technical institutes receive capacity building sufficient to meet an acceptable level of expertise as established in MEL Plan by the end of each year during the period of performance.
11	Capacity building for IT end user support	Annually	C.5.b.i.C.3	Delivery of acceptable training for 3,000 end users by the end of each year during the period of performance.
12	Gender Analysis	once	C.4.d, F.7.i	A gender analysis for barriers and gaps for women and youth will be delivered no later than 90 days after contract effective date of the project with recommendations to mitigate the identified gaps and barriers
13	Submission of Data	Once	F.7.g	No later than 30 days after end of performance period for Final Report

F.7 REPORTING REQUIREMENTS

In addition to the requirements set forth for submission of reports in Sections H and I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit reports, deliverables or outputs as further described below to the COR (referenced in Section G). The contractor will also be responsible for submitting the following deliverables and obtaining the approval of the Contracting Officer's Representative.

F.7.a Monitoring, Evaluation and Learning Plan

The Monitoring, Evaluation and Learning Plan (MEL Plan) described in Section C.6(a) above must be completed based on the schedule set forth below. For the first year, the Contractor shall begin working on the MEL Plan as soon as possible. The MEL Plan must be completed on the following schedule:

1. MEL Plan submitted by the Contractor no later than 60 days after the effective date of the Contract;
2. USAID/Ethiopia provides comments on MEL Plan no later than 75 days after the effective date of the Contract; and
3. Final MEL Plan submitted for approval to USAID/Ethiopia no later than 90 days after the effective date of the Contract.

For the four subsequent years, the annual updates to the MEL Plan must be completed on the following schedule (if any of these dates falls on a weekend or holiday, the due date is the next business day):

1. Updated MEL Plan submitted by the Contractor no later than August 16th of the corresponding year;
2. USAID/Ethiopia provides comments on updated MEL Plan no later than September 1 of the corresponding year; and
3. Final updated MEL Plan submitted for approval by USAID/Ethiopia no later than September 15 of the corresponding year.

F.7.b Annual Work Plan

The work plans specified in Section C.6(b) above must be completed based on the schedule set forth below. For the first year, the Contractor shall begin working on the annual work plan for Year 1 of the Contract as soon as possible. These plans must be completed on the following schedule:

1. Draft work plan submitted by the Contractor no later than 45 days after the effective date of the Contract;
2. USAID/Ethiopia provides comments on draft work plans no later than 60 days after the effective date of the Contract; and
3. Final work plan submitted for approval by USAID/Ethiopia no later than 75 days after the effective date of the Contract.

For the four subsequent years, the annual work plans must be completed on the following

schedule (if any of these dates falls on a weekend or holiday, the due date is the next business day):

1. Draft work plan submitted by the Contractor no later than August 16 of the corresponding year;
2. USAID/Ethiopia provides comments on draft work plan no later than September 1 of the corresponding year; and
3. Final work plan submitted for approval by USAID/Ethiopia no later than September 15 of the corresponding year.

F.7.c Program Reports

The quarterly program reports specified in Section C.6(c) above must be submitted no later than the thirtieth (30th) day after the completion of each quarter. This means that these reports are due within 30 days after each December 31, March 31, June 30, and September 30. The quarterly program reports must contain the information specified in Section C.6(c) above.

The Annual Program reports, as specified in Section C.6(c) above, will be submitted no later than October 31 of the corresponding year. **The final Program Report is due at the end of the period of performance.**

F.7.d Quarterly Financial Reports and Accruals

The quarterly financial reports specified in Section C.6 (d) above must be submitted no later than the thirtieth (30th) day after the completion of each quarter. This means that these reports are due within 30 days after each December 31, March 31, June 30, and September 30. The quarterly financial reports must contain the information specified in Section C.6 (d) above. The accruals specified in Section C.6(d) above must be submitted no later than the fifteenth (15th) day before the completion of each quarter.

F.7.e Closeout/Demobilization Plan

The Demobilization Plan specified in Section C.6 (e) above must be submitted by the Contractor for approval by USAID/Ethiopia 90 days prior to the end of the Contract set forth in Section E.1 above.

F.7.f Work Plan and Ad Hoc Reports

The Contractor will submit Ad Hoc Reports when deemed necessary and required by the COR as set forth in section C.6.b above. Those deliverables will be due based on the schedule established in the work plan, including any modifications to the work plan. It is also anticipated that *ad hoc* reports may be required by the COR in writing and based on deadlines established by the COR.

F.7.g Submission of Data

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.

F.7.h Grants Under Contract Manual

The Contractor will submit a draft grants manual for review within 60 days after the signature of the Contract. The Manual will describe and explain its approach to grant management, the purpose, target beneficiaries, funding rules, procedures for decision making, relevant application and review forms, and monitoring plan. The final and approved version must be delivered 90 days following the signature of the contract based on comments provided by USAID/Ethiopia.

F.7.i Gender Analysis

The Contractor will conduct the gender analysis described in Section C.4.d and submit it for review within 60 days after the signature of the Contract. The final and approved version must be delivered 90 days following the signature of the contract based on comments provided by USAID/Ethiopia.

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS.

(a) Contract Reports and Information/Intellectual Products.

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

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

(ii) Are generated during the life cycle of development assistance programs or activities.

The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

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

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

Such information must be removed prior to submission.

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

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

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

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

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

F.9 KEY PERSONNEL

The activity requires utilizing both of long term and short term personnel to achieve Activity goals and objectives. The Contractor is required to nominate, hire and retain candidates that meet the requirements for long term Key Personnel. The key personnel positions that the Contractor must furnish for the performance of this contract are as follows:

- a. Chief of Party;
- b. Deputy Chief of Party;
- c. Lead/Senior Technical Advisor – Digitization;
- d. Lead/Senior Technical Advisor – Data Use; and
- e. Lead/Senior Technical Advisor – Governance.

Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer and the designated COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made by the Contractor without the written consent of the CO. To obtain prior approval, the contractor must submit the CV and Bio-Data (AID Form 1420-17) for the person proposed.

The key personnel positions (mandatory) and qualifications (both required and desired) are set forth below. The Offeror's staffing plan should be consistent with both the information below and their proposed technical and management approach. USAID/Ethiopia reserves the right to revise the key personnel positions and/or qualifications as necessary based on circumstances at the time.

a. Chief of Party(COP)

The COP will be responsible for the overall program leadership, management, and technical direction of staff and consultants, project activities such as implementation, monitoring, reporting and evaluation, and partner coordination. He/she is supposed to serve as key liaison with USAID, government counterparts, and local partners. The COP will manage and supervise the work of program personnel and subcontractors and ensure that all program assistance is technically sound and appropriate. He/she also oversees program work planning, performance management, and strategic communication. It is expected that the COP will be full-time for years 1-5. It is highly desirable that the COP have a Master's in Public Health, Information Sciences, Data Science, Nutrition or related areas and have at least 10 years of demonstrated experience managing operational, project management, and administrative duties for U.S. Government-funded projects or other internationally funded programs.

b. Deputy Chief of Party(DCOP)

The DCOP will be responsible for providing managerial and operational guidance for the program. His/her primary responsibilities will be to ensure that the program functions are aligned with both the technical priorities of the GoE and USG regulations. Thus he/she will need to work closely with the Technical Advisors, the Finance Officer and the COP. He/She will act as the COP when COP is absent. It is expected that the DCOP will be full-time for not less than 5 years. It is highly desirable that the DCOP have a Master's in Public Health, Information Sciences, Data Science, Nutrition or related areas and at least 8 years of demonstrated experience managing operational, project management, and administrative duties for U.S. Government-funded projects or other internationally funded programs.

c. Senior/Lead Technical Advisor – Digitization

The Digitization Advisor will provide technical leadership for the digitization of priority HIS components. It is expected that this advisor will be full-time for not less than 5 years. It is highly desirable that this advisor have a Master's degree or higher in public health, health informatics, computer science, management information systems or a related social science field and have at least 5 years demonstrated experience managing the full software development life-cycle of mid- to large-sized projects (i.e. crossing multiple program areas and conflicting needs; requiring integration of multiple non-standardized applications or business processes; and requiring complex reporting and communication at the agency and executive level) with minimal supervision.

d. Senior/Lead Technical Adviser – Data Use

The Data Use Advisor will provide technical leadership role for the cultural transformation for data use for decision making activities. It is expected that this advisor will be full-time for the entire period of performance. It is highly desirable that this advisor have a Master's Degree with a major in Computer Science, Statistics, Epidemiology, Research and / or a related discipline is required, as well as 5 years of relevant work experience and a proven track record.

e. Senior/Lead Technical Adviser – Governance

The Governance Advisor will provide strategic services related to enterprise architecture, IT governance, system selection and integration including developing blueprints, roadmaps, architecture, and governance models. It is expected that this advisor will be full-time for not less than 5 years. It is highly desirable that this advisor have a Master Degree and at least five years proven experience developing IT governance, strategy, and architecture for multiple companies

(preferably mid-market and enterprise organizations).

F.10 AUTHORIZED WORK WEEK FOR CLIN 0001

The Selected Contractor is authorized to work five days in a week up to 40 hours of work in a week. However, a 6-day workweek may be allowed for the short-term Expat consultants not exceeding 120 days with prior written approval of the CO but no premium pay will be paid for sixth day.

F.11 TERM LEVEL OF EFFORT FOR CLIN 0002

The contractor must devote the 5,000 person-days level of effort of professional technical employee and consultant labor for the period specified in the clause Period of Performance, above for CLIN 0002. This labor can be US, third country or host-country staff and can be long or short-term labor, that otherwise shall not detract from their performance of their respective duties. It should not include administrative positions such as the Program Officer, HR Manager, Administrative Assistant, Administrative Manager, Program Assistant or any other position that has the primary function of providing administrative support to the contract. Long-term administrative labor that supports both CLIN 0001 and CLIN 0002 can be allocated to CLIN 0001.

F.12 ORDERING SUPPLEMENTAL TECHNICAL ASSISTANCE CLIN 0002

- (a) Only the Contracting Officer may issue Task Orders under this CLIN, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Schedule. The Contractor may incur costs under this CLIN in performance of task orders and task order modifications issued under the “IDIQ Supplemental Technical Assistance” portion of this contract.
- (b) Prior to ordering work under this IDIQ Supplemental Technical Assistance CLIN, the Contracting Officer must request a task order proposal from the Contractor to include the technical approach, period of performance/schedule, appropriate cost information, and any other information requested to determine the reasonableness of the Contractor’s proposal. The Contracting Officer must provide the Contractor with the following:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (c) Within 14 calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer’s request, the Contractor must submit a task order proposal which must include, but not be limited to, technical approach for competing the work including a staffing plan, proposed subcontracts including consultants, proposed level-of-effort and staffing mix, proposed cost and fee, rationale to support pricing for subcontracts, travel, and Other Direct Costs, period of performance/schedule, and any other information pertinent to the completion of the task order as required in the task order request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a Task Order under this Contract containing the following:
 - (i). Date of order.

- (ii). Contract number and order number.
 - (iii). Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (iv). Performance standards, and where appropriate, quality assurance standards
 - (v). Delivery/performance schedule including start and end dates.
 - (vi). Place of delivery or performance.
 - (vii). Total level-of-effort being ordered.
 - (viii). Maximum dollar amount authorized (Cost plus Fixed Fee) for the task order, not to exceed the maximum Cost Plus Fixed Fee of the IDIQ CLIN set forth in Section B.5.
 - (ix). Any Mission-furnished resources (travel, materials, equipment, facilities, etc.) authorized in the task order.
 - (x). Funding (Accounting and appropriation data)
 - (xi). Method of payment and payment office, if not specified in the contract.
- (e) The contractor shall provide acknowledgement of receipt to the Contracting Officer within five (5) calendar days after receipt of the task order.
- (f) The Contracting Officer may modify task orders in the same manner in which they were issued.
- (g) In the event of a conflict between the requirements of the task order and the Contractor's task order proposal, the task order shall prevail.
- (h) Certified cost or pricing data is required from the contractor, any subcontractor, or prospective subcontractors in support of the Task Order proposal. The contractor must submit a Certificate of Current Cost or Pricing Data as in the format specified in FAR 15.406-2.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer 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, the said authority remains solely in 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 in the contract terms and conditions, including price.

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Contracting Officer with authority to administer the contract is **TBD** at:

Address:

Acquisition & Assistance Office
USAID/Ethiopia
US Embassy Addis Ababa Compound
P.O. Box 1014
Addis Ababa, Ethiopia

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative is: **[TBD at the time of award.]** The COR will be located in USAID/Ethiopia's HAPN Office and will be designated by the Contracting Officer by separate letter after contract award. Among other responsibilities and authorities as specified in the designation letter, the COR must accept and approve all deliverables in order for those deliverables to be considered completed.

G.4 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Ethiopia
Entoto Road
Addis Ababa, Ethiopia

G.5 INVOICING INSTRUCTIONS:

Electronic copies of the invoice shall be sent to addispaymentsection@usaid.gov with a copy to the COR's email address.

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- The SF-1034 must be signed,
- The invoice should provide the bank account details which should include the bank account number, the bank name and address, the SWIFT Code and the ABA number.

G.6 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying

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

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

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
		\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

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

BY: _____
 TITLE: _____
 DATE: _____

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

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all

Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

G.7 ACCOUNTING AND APPROPRIATION DATA

(TBD), at the time of the award

G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

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

(b) The 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:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

Limitations: The 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 LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by

the Contracting Officer.

(c) The COR is required to meet with the Contractor concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the separate COR letter will determine who has authority to act as COR in the absence of the COR. The Contracting Officer has the authority to designate a temporary or new COR through a separate letter.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall 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 solely authorized to approve changes in any of the requirements under this contract. 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 person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

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

G.9 AWARD FEE EVALUATION

Award fee evaluation under this Contract will be determined by an Award Fee Plan that is set forth below. Evaluation periods, maximum award fee, performance areas and evaluation criteria, grading and award fee conversion are covered below. The award fee plan will be unilaterally supplemented by USAID/Ethiopia in a writing signed by the FDO for each Evaluation Period. For Evaluation Period #1, this will be done within 100 days after award. For all other evaluation periods, the written supplement will be done 20 days prior to the beginning of the evaluation period.

a. Award Fee Fundamentals

3.0 The estimated cost, base fee and award fee pool are subject to equitable adjustments on account of change or other contract modifications.

4.0 The award fee earned and payable will be determined periodically by the Fee Determination Official (FDO) in accordance with this plan.

5.0 The Award amount and the award-fee determination methodology are unilateral decisions made solely at the discretion of the Government as stipulated in FAR 16.406(e)(3).

6.0 Award fee determinations and procedures are not subject to the Disputes Clause of the Contract.

7.0 The FDO may unilaterally change the matters in this plan, provided the contractor receives notice of the changes at least 10 business days prior to the beginning of the evaluation period to which the changes apply.

b. Organization and Methodology

1. The FDO is the Contracting Officer.

2. The Performance Evaluation Board (PEB) will conduct annual evaluations of contractor performance and submit a Performance Evaluation Board Report (PEBR) to the FDO covering the PEB's findings and recommendations for each evaluation period, as well as considering annual supplements and changes in this plan and recommending those it determines appropriate for adoption by the FDO. The members and chair of the PEB will be specified within 120 days of award in writing to the Contractor.

3. If appropriate, Performance Monitors will monitor, assess and evaluate contractor performance and periodically prepare a performance monitoring report for the PEB or others as appropriate. They will also recommend appropriate changes in the Award Fee Plan for consideration.

c. Evaluation Periods

A determination of the award fee earned for each annual evaluation period will be made promptly by the FDO no later than 90 days after the end of the period. The evaluation periods and the amount of award fee potentially available for that period are set forth in the table below in terms of the percentage of the maximum award fee specified in Section B.3.

Evaluation Period	Period	Amount of Award Fee Available
1	TBD at Award	10%
2	TBD at Award	15%
3	TBD at Award	20%
4	TBD at Award	25%
5	TBD at Award	30%

d. Evaluation Areas

1. The following areas will be evaluated for the purposes of determining award fee:

- A. Customer Relations – responsiveness to the needs of USAID/Ethiopia, including, but not limited to:
 - i. Effectiveness in working through the DUP to provide the required services and deliverable;
 - ii. Quality and timeliness of deliverables such as the work plan, MEL plan, Gender Analysis, etc. and annual updates as appropriate; and
 - iii. Commitment and demonstrated effectiveness in implementing Collaboration, Learning and Adaptability; and
 - iv. Increasing the commitment of global stakeholders to the eHIS.

- B. Achievement of critical results specified in MEL Plan; and
- C. Cost control - the following aspects of cost control will be evaluated:
 - i. Demonstrated examples of cost savings achieved; and
 - ii. Conformance of actual costs with planned budget.

As noted above, the FDO will supplement these evaluation areas with period-specific details that may further specify the deliverables, key results and aspects of cost that will be evaluated that period.

The maximum fee available for award for each evaluation period specified above will be allocated across the evaluation areas for each period as set forth below:

1. *Evaluation Period 1 (TBD through TBD)*
 Customer Relations – 75%
 Achievement of Results -15%
 Cost Control – 10%
2. *Evaluation Period 2 (TBD through TBD)*
 Customer Relations – 40%
 Achievement of Results -40%
 Cost Control – 10%
3. *Evaluation Period 3 (TBD through TBD)*
 Customer Relations – 30%
 Achievement of Results -60%
 Cost Control – 10%
4. *Evaluation Period 4 (TBD through TBD)*
 Customer Relations – 20%
 Achievement of Results -70%
 Cost Control – 10%
5. *Evaluation Period 5 (TBD through TBD)*
 Customer Relations – 15%
 Achievement of Results -75%
 Cost Control – 10%

e. Evaluation Methodology

The evaluation methodology is to use an adjectival scoring system that will be converted into points. The PEB will, as a group, first determine the appropriate adjectival rating for each evaluation area for the evaluation period. It will then assign the appropriate points to that evaluation area based on the table below.

Adjectival Rating	Applicable Percentage of Award Fee Pool	Description
<i>Excellent</i>	91-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
<i>Very Good</i>	76-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
<i>Good</i>	51-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

Satisfactory	1-50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

f. Award Fee Conversion

The table below demonstrates the method of conversion of award fee ratings to award fee amounts.

Evaluation Period	Evaluation Area	Annual Award Fee Amount	% for Evaluation Area	Adjectival Rating	Percentage Score	Award Fee Amount
1	Customer Relations	TBD	75%	TBD	TBD	TBD
1	Achievement of Results	TBD	15%	TBD	TBD	TBD
1	Cost Control	TBD	10%	TBD	TBD	TBD
2	Customer Relations	TBD	40%	TBD	TBD	TBD
2	Achievement of Results	TBD	40%	TBD	TBD	TBD
2	Cost Control	TBD	10%	TBD	TBD	TBD
3	Customer Relations	TBD	30%	TBD	TBD	TBD
3	Achievement of Results	TBD	60%	TBD	TBD	TBD
3	Cost Control	TBD	10%	TBD	TBD	TBD
4	Customer Relations	TBD	20%	TBD	TBD	TBD
4	Achievement of Results	TBD	70%	TBD	TBD	TBD
4	Cost Control	TBD	10%	TBD	TBD	TBD
5	Customer Relations	TBD	10%	TBD	TBD	TBD
5	Achievement of Results	TBD	80%	TBD	TBD	TBD
5	Cost Control	TBD	10%	TBD	TBD	TBD

G.10 AIDAR 752.216-70 AWARD FEE (MAY 1997)

(a) The Government shall pay the Contractor for performing this contract such base fee and such additional fee as may be awarded, as provided in the Schedule.

(b) Payment of the base fee and award fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the base fee and potential award fee, the contracting officer may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the contracting officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. The contracting officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The contracting officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

USAID ACQUISITION REGULATION (48 CFR Chapter 7)

NUMBER	TITLE	DATE
752.7007	PERSONNEL COMPENSATION	JULY 2007
752.7027	PERSONNEL	DEC. 1990

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935. The cooperating country is an eligible source for procuring goods and services as provided under ADS Chapter 311.

H.3 INTERNATIONAL TRAVEL (AIDAR 752.7002 AND 752.7032)

In accordance with the above clauses, international travel approval under the task order will include the following rules and procedures.

- (a) The required Contracting Officer approval of international travel has been provided for all travel identified in the Contractor's detailed budget dated [REDACTED] that has been submitted as part of the solicitation process unless specifically reserved below.
- (b) In those cases where international travel approval is required from the Contracting Officer, Contracting Officer approval is deemed provided if the following conditions are met:
 1. The COR provides written concurrence of international travel (after receiving the information specified in AIDAR 752.7032);
 2. The air fare is based on the least expensive type of economy-class travel on a direct route between the starting and ending points of the proposed travel;
 3. Per diem costs are at or below official USG rates for the location in question;
 4. No significant additional travel-related costs are to be incurred; and
 5. A copy of the international travel request and COR concurrence is provided to the Contracting Officer.

In cases where these conditions are not met, the contractor is free to specifically request Contracting Officer approval for international travel proposed

- (c) Nothing specified above limits in any way the authority of the Contracting Officer to determine the allowability, allocability or reasonableness of any cost, including those relating to travel.

(d) The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.4 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The contractor must annually submit a report by April 16 of the next year specific to this contract.

(b) Contents of Report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax and email.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(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. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the report period.

(8) Cumulative reports may be provided if the contractor 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: Office of Financial Management in the address specified in Section G.4 above.

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information, contact the Contracting Officer.

H.5 SUBCONTRACTING PLAN, INDIVIDUAL SUBCONTRACT REPORT (ISR) AND THE SUMMARY SUBCONTRACT REPORT

The contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record. When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

H.6 CONSENT TO SUBCONTRACT

Consent to subcontract to the organizations listed below that were proposed as part of the Contractor's management team will be deemed to be granted at the time of contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. Consent to subcontract will be required for all other subcontracts to the extent required by FAR Subpart 44.2.

[to be completed at time of award]

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

(TBD), at the time of award.

H.8 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(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

(2) 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.

(3) 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.

(4) 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) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements: Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) (Class Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c) 8

(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.10 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants shall have English proficiency, local language proficiency is highly desirable to perform contract requirements.

H.11 ENVIRONMENTAL COMPLIANCE

(a) Overall Environmental Guidance

(1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of

USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.

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

(3) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

(b) Initial Environmental Examination

An Initial Environmental Examination (IEE) approved on July 12, 2018 for the Project covering this Contract. Activities under this program fall within the Request for Categorical Exclusion (RCE) covering Ethiopia's activities under the USAID Ethiopia program. USAID/Ethiopia has determined that a Categorical Exclusion applies for the proposed activities. This indicates that these activities are not likely to have any negative impact on the environment. Please see the following for additional information: <http://gemini.info.usaid.gov/egat/envcomp>.

(c) Integration of Mitigation Measures and Monitoring

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

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

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

H.12 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) 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.

(c) 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 shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) 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, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.13 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

- (1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.
- (2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline “from the American people,” located on the USAID Web site at: <http://www.usaid.gov/branding>, and USAID Standard Graphic

Manual at <http://www.usaid.gov/branding/gsm>.

- (3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
 - (4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
 - (5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
 - (6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO.usaid.gov for specific standards and guidance.
 - (7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.
- (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to https://www.usaid.gov/info_technology/xweb.

H.14 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- A brief summary of the proposed event;
 - A justification for the conference and alternatives considered, *e.g.*, teleconferencing and videoconferencing; Text highlighted in yellow indicates that the material is new or substantively revised. 12
 - The estimated budget by line item (*e.g.*, travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
 - A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (*e.g.*, institutional contractors);
 - The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
 - If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.15 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT (2017)

The U.S. Government may terminate this contract, without penalty, if the Contractor or any subcontractor, (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the contract is in effect, or (ii) uses forced labor in the performance of the contract agreement.

H.16 ADS 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCT 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, 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, 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.
- (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.17 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." The authorized source for procurement is Geographic Code 935 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.18 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.19 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.20 PERSONNEL APPROVALS (AIDAR 752.7007 AND 752.7027)

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

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

Any approval required by the contract for any employee who is (1) a citizen of D (Cooperating Country National) and (2) whose salary, stripped of benefits, is equivalent to or less than the compensation specified for Grade 8, Step 13 in the Ethiopia Local Compensation as long as the position (not the person) was either (i) included in the Contractor’s final cost proposal dated (TBD) or (ii) with written concurrence from the COR.

(b) Professional Level Employees and Consultants

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

1. The Contractor obtains written concurrence from the COR for the employee or consultant (including those of subcontractors) proposed;
2. The proposed compensation for the employee or consultant, regardless of nationality, charged as a direct cost does not exceed:
 - (A) the market value of the position; and
 - (B) the individual’s current salary level. The individual’s current salary level must be stripped of fringe benefits, travel and per diem and indirect costs, if packaged, in the rate proposed (as USAID generally pays these separately). Current salary

level, as used in this letter, includes any of the following:

- i) the individual's current full-time salary, if held for more than one month, or up to 5% more than the individual's current full-time salary, provided that the current salary has been held for at least one year;
 - ii) up to five percent above the highest rate of annual salary received during any full year of the immediately preceding three (3) years; or
 - iii) the individual's highest consulting rate, assuming that the individual has had thirty days or more of paid consulting work at the proposed rate or higher.
3. The Contractor retains a fully-executed AID Form 1420, "Biographical Data Sheet", along with a certification that the proposed salary or consultant rate is consistent with market value and the individual's current salary level as defined above, in its files for audit, and will be available to USAID upon request by the CO or COR.

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

Nothing specified above limits in any way the authority of the Contracting Officer to determine the allowability, allocability or reasonableness of any cost, including those relating to compensation. The requirements of AIDAR 752.7007, "Personnel Compensation," that (a) compensation paid by the Contractor be in accordance with the Contractor's established policies, procedures, and practices, and the applicable cost principles and (b) specific written approval is required when an employee's base annual salary plus overseas recruitment incentive, if any, exceeds the USAID Contractor Salary Threshold (USAID CST), apply regardless of the language set forth above. In addition, the Contractor must also confirm with the Contracting Officer that Mission Director authorization exists (either specifically or through a general delegation) if it intends to provide compensation, benefits and allowances to cooperating country nationals and third country nationals that vary from those employed as direct hires by the USAID Mission as specified in AIDAR 722.170.

H.21 GRANTS UNDER USAID CONTRACTS

Under this contract the Contractor may execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations (CFR) **2 CFR 200 and 2 CFR 700**.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to any US non-governmental organization shall not exceed \$100,000.00
- b. The Contractor shall only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because a selected service provider (training or research organization) is unable to enter into a contractual agreement with the offeror, a grant is the best mechanism to use to obtain the benefits derived from a partnership or alliance funded under this program, the burden of executing a number of small grant activities is

- particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.
- c. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have authority to approve the grant recipient selection.
 - d. Requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.
 - e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
 - f. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.
 - g. The Contractor shall close out all grants prior to the estimated completion date of this contract. For Closeout, the Contractor shall comply in all material respects with Additional Help Document for ADS 302 and 303 titled 'Guidance on Closeout Procedures for A&A Awards'. <http://www.usaid.gov/ads/policy/300/302sat>
 - h. No GUCs will be provided to government entities. However, universities, with USAID approval, may be considered as a grant recipients if it is determined that they are not government entities. They may be deemed to be non-governmental entities if the five requirements of ADS 220.3.3.2.d.3.b are not met.

H.22 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) with the Department of Treasury. That web site is <http://treasury.gov/ofac>.

It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.23 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO.

H.24 ADS 302.3.5.14a USAID DISABILITY POLICY - (DEC 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://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(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.25 AIDAR 752.245.71 TITLE TO AND CARE OF PROPERTY

In accordance with AIDAR 752-245.71, the Contracting Officer hereby designates the Contractor to keep control and custody of all non-expendable property purchased under this contract. Disposition of property will be as directed by the Contracting Officer. Reporting requirement will be in accordance with AIDAR Clause 752.245.70 Government Property – USAID Reporting Requirements.

H.26 ORGANIZATIONAL CONFLICTS OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest prior to or during the performance of this contract **must** be brought to the attention of the Contracting Officer as soon as it appears. See ADS 302mbm, Organizational and Consultant Conflicts of Interest.

H.27 AIDAR 731.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate. [The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs. (End of clause)

H.28 INHERENTLY GOVERNMENTAL AND CLOSELY ASSOCIATED FUNCTIONS

The contractor may not perform any inherently governmental functions under the contract. The Contractor may not perform any closely associated functions under this contract without the prior written approval of the Contracting Officer. The definition of closely associated function is provided in the Office of Management and Budget, Office of Federal Procurement Policy (OFPP) Policy Letter 11-01 "Performance of Inherently governmental and Critical Functions."

H.29 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION

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.30 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account.

The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$10,000, when payment through an electronic payment system is not reasonably available.

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

H.31 AAPD 16-04 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015-2020

Pursuant to ADS 302.3.5.8, this AAPD announces that USAID executed a contract for DBA insurance with AWAC. Policies written under the prior contract with Fidelity and Casualty of New York will continue in force until their expiration. The rates in this AAPD were effective December 1, 2015

Below find the applicable rates and contact information for DBA coverage under the AWAC contract:

A. RATES

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the "measurement date".

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.

- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).
- 6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

This AAPD will be amended within thirty (30) calendar days of the exercise of an option to provide the new “Security” rate as determined in accordance with Notes 1 through 3 above. In the interim between exercise of an option and the amendment to the AAPD, COs may obtain the rate from the agent listed in Section B below.

B. OBTAINING DBA COVERAGE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.

2033 N. Main St., Suite 760

Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson

Phone: (925) 951-1856

Fax: (925) 951-1890

Email: Fred.Robinson@aon.com

C. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

D. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwcd/bawaivers/dbawaivers.htm>. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at dbawaiverrequests@usaid.gov.

4. POINTS OF CONTACT: COs may direct their questions about this AAPD and/or DBA contract # AID-OAA-C-16-00015 to Alan Bellefeuille, M/OAA/Evaluation, at telephone (202) 567-4628, email: abellefeuille@usaid.gov.

H.32 752.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATION	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LABN AND OTHER COVERED ENTITIES	JUL 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015

52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED REGARDING RESPONSIBILITY MATTERS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE-- UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-22	LIMITATIONS ON PASS THROUGH CHANGES – IDENTIFICATION SUB-CONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES.	OCT 2009
52.215-23 Alternate 1	LIMITATIONS ON PASS-THROUGH CHARGES.	OCT2009
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2017
52.219-14	LIMITATION ON SUBCONTRACTING	JAN 2017
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2014
52.222-17	NO DISPLACEMENT OF QUALIFIED WORKERS	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	AR 2015

52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARD TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-REQUIREMENTS	MAY 2014
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION.	MAY 2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.223-2	AFFERMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE CONSTRUCTION CONTRACTS	SEP 2013
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA--GENERAL	MAY 2014
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 2018
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOREIGN CONCERNS	APR 2018
52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL	APR 2018
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232.25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2018
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52-247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCE	APR 2012
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERAL FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
702.170.1	DEFINITIONS.	JAN 1990
752.204-2	SECURITY REQUIREMENTS.	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
752.222-70	USAID DISABILITY POLICY.	DEC 2004
752.222-71	NONDISCRIMINATION.	JUN 2012
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	MAR 1996
752.228-9	CARGO INSURANCE.	DEC 1998
752.229-70	FEDERAL, STATE AND LOCAL TAXES.	
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES.	MAR 2015
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.	OCT 1996
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL.	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES.	(JAN 1999)
752.7019	PARTICIPANT TRAINING.	(JAN 1999)
752.7021	CHANGES IN TUITION AND FEES.	(APR 1984)
752.7022	CONFLICTS BETWEEN CONTRACT AND CATALOG.	APR 1984
752.7022	REQUIRED VISA FORM FOR USAID ARTICIPANTS.	APR 1984
752.7023	REQUIRED VISA FORM FOR USAID ARTICIPANTS.	APR 1984
752.7024	WITHDRAWAL OF STUDENTS.	APR 1984

752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL.	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES.	APR 1984
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
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 SERVICES	OCT 2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES.	JUN 2008

I.2 52.203-19 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN 2017)

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Provision)

I.3 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2015)

The Foreign Assistance Act calls for USAID to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help USAID meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a):

USAID small business provision: To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor will, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold, except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

(End of provision)

I.4 AIDAR 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 13, 2007)

- (a) Large and small business are encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.
- (b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.
- (c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.
- (d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor- Protégé Program Manager (202-712-1500) for more information.

(End of provision)

I.5 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract

financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and

award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

L6 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) **Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance

Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.(End of clause)

I.7 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

() None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

() Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

I.8 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (TBD), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government will have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

(End of provision)

**I.9 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS.
(MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Ethiopia, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Ethiopia, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I.10 52.232-12 ADVANCE PAYMENTS - (MAY 2001) - ALTERNATE II (MAY 2001)

(a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, [insert the name of the office designated under agency procedures], or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$[]. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the [insert the name of the financial institution]. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds.* The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the [] clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$[] (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor

shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$[Insert an amount not higher than 10 percent of the stated estimated cost inserted in this paragraph]. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest.* (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a

member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) *Lien on Special Bank Account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) *Lien on property under contract.* (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that-

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) *Insurance.* (1) The Contractor shall maintain with responsible insurance carriers -

(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(ii) Adequate insurance against liability on account of damage to persons or property; and

(iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall-

(i) Maintain this insurance;

(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and

(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) *Default.* (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to-

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) *Representations.* The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not-

- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$[] a year;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$[] in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$[]; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

[List the pertinent obligations]

(End of clause)

I.11 752.245-70 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS (OCT 2017)

(a)(1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (*e.g.* smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) *Reporting Requirement:* To be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all Government property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY (Name of contractor as of (end of contract year), 20XX)				
	Motor vehicles	Furniture and furnishings -		Other Government property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Contractor acquired property ¹				
b. Government furnished ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID-Contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				

C. Value of property as of reporting date				
D. Estimated average age of contractor held property				

¹ Non-expendable property and all mobile IT equipment.

² Government-furnished property listed in this contract as nonexpendable or accountable, including all mobile IT equipment.

³ Explain if transactions were not processed through or otherwise authorized by USAID.

PROPERTY INVENTORY VERIFICATION

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature _____

Name _____

Title _____

Date _____

(End of clause)

I.12 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) *Government response.* The Contracting Officer shall promptly, within [] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
 - (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.13 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii)

fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

[END OF SECTION I]

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	ATTACHMENT TYPE
J.1	Appendix 1 - Ethiopia eHealth Architectural
J.2	Appendix 2 -Information Revolution Roadmap
J.3	Appendix 3 - Health Sector Transformation Plan (HSTP)
J.4	Appendix 4 - Principles for Digital Development
J.5	Appendix 5 -Software Requirements Analysis
J.6	Appendix 6 -Current Platform Overview
J.7	Appendix 7 -Medicine Traceability Model
J.8	Appendix 8 -Ethiopia Track and Trace
J.9	Appendix 9 - RCS Business Model
J.10	Revised Past Performance Questionnaire
J.11	Contractor Employee Biographic Data SF 1420
J.12	Model Subcontracting Plan Template
J.13	GNU General Public License version 3
J.14	Additional Information on USAID HMIS Scale-up Project
J.15	Additional Info on Multi-Purpose Rural Communication Centers (RCS)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

(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 \$3,500 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 non responsible.

(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.

(End of provision)

K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

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

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K.4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (FEB 2016)

a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.6 52.222-25 ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and

regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.7 52.223-4 RECOVERED MATERIAL CERTIFICATION. (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

K.8 52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at [31.205-6\(g\)\(6\)](#), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency grants a waiver pursuant to FAR [37.113-1](#) before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that—

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for --

- (i) Members of the armed forces stationed or deployed outside the United States; or
- (ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

K.9 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.10 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

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

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

(ix) 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.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 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.

(xv) 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 items.

(xvi) 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.

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

(xviii) 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.

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 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 via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database 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

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)

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure

Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required disclosing because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ no

(End of provision)

Alternate I (Apr 1996). As prescribed in [30.201-3\(b\)](#), add the following paragraph (c)(5) to Part I of the basic provision:

o (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

o (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

o (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

K.12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror will check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror will—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.13 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.14 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JULY 2016)

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

"Commercial and Government Entity (CAGE) code" means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[] Yes or [] No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:_____

Highest level owner legal name:_____ (Do not use a “doing business as” name)

(End of provision)

K.15 52.203-11 -- CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

As prescribed in [3.808](#)(a), insert the following provision:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference it his provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K.16 52.204-20 – PREDECESSOR OF OFFEROR (July 2016)

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

K.17 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION

As prescribed in [9.108-5](#)(a), insert the following provision:

Prohibition on Contracting with Inverted Domestic Corporations—Representation (Nov 2015)

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

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

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

K.18 52.209-12 – CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

- (1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.19 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Mar 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either—
 - (i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

K.20 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (AUG 2018)

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

“Person”-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially

Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

K.21 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

[list names, titles, and telephone numbers of the authorized negotiators].

K.22 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. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

[END OF SECTION K]

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

L.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 (es): <http://arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.214.34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214.35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2017

L.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2016)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) database means that-

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

L.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)

(a) Definition. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via-

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

L.4 52.215-1 -- INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2017)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid cost reimbursement type Contract consisting of a Cost-Plus Award Fee (CPAF) contract line item (CLIN 0001) and a Single-award Indefinite Delivery/Indefinite Quantity (IDIQ) CLIN (CLIN 0002) that will result in Cost-Plus-Fixed-Fee (CPFF) term task orders, resulting from this solicitation. .

L.6 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.7 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

US Mailing Address

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
2030 Addis Ababa Place
Washington DC 20521-2030

Hand-Carried Mailing Address:

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
Entoto Road
P.O. Box: 1014
Addis Ababa, Ethiopia

- (b) The copy of any protest will be received in the office designated above within one day of filing a protest with the GAO.
- (c) A copy of any protest will be faxed simultaneously to GC/LE at 1-202-216-3055 or 1-202-216-3058, or hard copies can be sent to

USAID Office of General Counsel
1300 Pennsylvania Avenue NW (06-06)
Washington, D.C. 20523-6601

L.8 QUESTIONS AND CLARIFICATIONS

Any questions concerning this RFP must be submitted via email to Mr. Belay Teame at bteame@usaid.gov with a copy to Ms. Tsegereda Gebremedhin at tgeberemedhin@usaid.gov and caddis@usaid.gov no later than the time and date indicated at the top of the cover letter to this RFP.

No questions will be accepted after this date. Oral explanations or instructions given before award of the contract will not be binding. Any information given to a prospective Offeror concerning this RFP will be furnished promptly to all other prospective Offerors as an amendment of this RFP, if that information is necessary in submitting proposals.

L.9 GENERAL INSTRUCTIONS TO OFFERORS

All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the proposal format. The Government will process late submissions of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

The proposals should be prepared according to the structural format set forth in Section L.11 below. Proposals must be received at the place designated and by the date specified in the Cover Letter of this RFP, and must be valid for a period of 180 calendar days from the solicitation closing date (See block 12 of SF # 33).

L.10 DELIVERY INSTRUCTIONS

a. Submission, Marking, and Copies

The Offeror must submit the proposal electronically, as follows:

The following documents should be attached:

1. The complete Technical Proposal in Adobe Acrobat portable document format (.pdf) (if necessary to comply with email size restrictions, this may be broken into separate, but sequential, parts);
2. In addition to including this information in the entire Technical Proposal submitted in Adobe Acrobat, the Technical Proposal Body must be separately submitted in Microsoft Word;
3. The complete Cost Proposal in Adobe Acrobat portable document format (.pdf) (if necessary to comply with email size restrictions, this may be broken into separate, but sequential, parts); and
4. In addition to including this information in the entire cost proposal submitted in Adobe Acrobat, all required spreadsheets must also be separately submitted in **unprotected** Microsoft EXCEL format (see Section L.16).

Each email with attachments must not exceed 15MB in size. Attachments should be compatible with Microsoft Office 2010 (MS WORD or Excel), in a MS Windows environment or Adobe Portable Document Format (PDF) as appropriate. Multiple emails may be sent to accommodate the proposal size and content, but each must contain very clear identification of the attachment and instructions for assembling the proposal. Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped file attachments are not allowed. The subject line for every such email must include the following: **“USAID/Ethiopia’s ‘Supporting Electronic Health Information System (e-HIS’, RFP No. 72066318R00016 .”** In the subject line indicate if it is the cost or technical proposal. All proposals **must** be emailed to caddis@usaid.gov with a copy to btame@usaid.gov and tgebremedhin@usaid.gov .

In addition, as a courtesy, offerors shall also provide:

1. One (1) original of the technical proposal and five (5) hard copies of the technical proposal; and
2. One (1) original and two (2) hard copies of the cost proposal

It is intended that these hard copies will be received within one day of the closing date for receipt of proposals specified below; please note that lateness of the proposals will be determined by the electronic submission, not the submission of hard copies.

With respect to the courtesy hard copies specified above, they should be delivered by hand or courier service to:

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
P.o.Box: 1014
Addis Ababa, Ethiopia
Attn: Tsegereda Gebremedhin
Ph: +251-11-1316117

If via Express Mail(DHL, Fedex,UPS or USPS)

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
Entoto Road
P.O. Box: 1014
Addis Ababa, Ethiopia
Attn: Tsege Gebremedhin
Ph: +251-11-1316117

FACSIMILE SUBMISSION IS NOT AUTHORIZED AND WILL Not BE ACCEPTED.

USAID/Ethiopia will only consider and review all proposals received by the specified closing date and time (local Ethiopia Time) indicated in the Cover Letter of this RFP. Proposals that are submitted after that date and time will not be considered in the review process.

Note: Proposals must arrive by the stated deadline in order for the proposals to be considered for evaluation.

Offerors must pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors must comply with FAR clause 52.204-7, Central Offeror Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at <http://orca.bpn.gov>

Offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become the basis for the contract. Any blanks in Sections B through I will be completed by the Contracting Officer at time of award.

Proposals will be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal.

Technical Proposals must not make reference to cost data in order that the technical evaluation may be made strictly on the basis of technical merits.

These same requirements exist for the submission of subsequent revised technical and/or cost proposals, and technical/financial clarifications.

Pages requiring original manual signatures should be scanned and emailed as an attachment.

OFFERORS MUST NOT SUBMIT ZIPPED FILES.

(b) **Closing Date and Time:** All proposals in response to this solicitation will be submitted at the above address electronically on the date indicated on the cover page of this RFP.

(c) **Government Obligation:** Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

(d) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institutions. However, USAID is under no obligation to perform any of the aforementioned activities. Accordingly, Offerors should submit their best proposal initially.

(e) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract.

Offerors will follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

L.11 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

a) General

The Technical Proposal in response to this solicitation should address and follow the technical evaluation factors listed in Section M. The technical proposal shall consist of the Technical Proposal Body and an annex. These two parts together will constitute the Offeror's technical proposal. The proposal must be well organized, complete, specific, and clear.

b) Page Limitation

Proposals will be concise, specific and complete and detailed information should be presented only when required by specific RFP instructions. The Technical Proposal Body itself shall not exceed **30** pages, excluding the Annex and non-substantive items such as cover pages, a cover letter, an executive summary, dividers and the table of contents are not included in the 30-page limit. Proposals shall be written in English and typed on standard 8 1/2" x 11" paper (210mm by 297mm paper) or A4 paper, single-spaced, 12 point font with each page numbered consecutively. The reasonable use of tables and graphs in smaller than 12 point font is permitted, but the contracting officer is authorized to take appropriate action if this authorization is misused.

(a) *Technical Proposal Annex*

The technical proposal annex shall contain the documents specified below, including, work plans, organization charts, detailed staffing plans, position descriptions, resumes, letters of commitment from personnel or partners, teaming arrangements, letters of support, experience/performance references, SF 294s and any other supporting documentation requested explicitly by the RFP.

(b) *Organization*

The technical proposal should be organized into the following sections as follows:

Cover Page – should include the following information:

- RFP Number
- Name of organization(s) submitting proposal
- Name and title of contact person or position with the organization
- Name and title of person with authority to negotiate (if different from contact person)
- E-Mail Address
- Telephone and fax numbers
- Postal and physical addresses
- Name of partners included in the proposal

Executive Summary - This section will describe the basic elements of the Offeror's approach, planned methodologies, and work plan.

Technical Proposal Body – This section will include the following sections in the order indicated.

1. *Technical Approach*
2. *Management Approach*
3. *Experience and Organizational Capability*
4. *Past Performance*
 - 4.1 General Past Performance
 - 4.2 Past Performance using Small Business Concerns

These sections, including the annex where relevant, should include all information required to fairly evaluate the offeror under the applicable evaluation factor. Specific guidance on the content of each of these sections is set forth below in Sections L.12 through L.15.

Annexes – The following annexes are authorized.

1. *Illustrative Work Plan.* An illustrative first year work plan timeline

should be included in the Annex. This work plan should include illustrative results and describe specific interventions to achieve those results. The illustrative work plan should describe specific interventions (activities) planned for the relevant tasks and should include a timeline providing target dates for achievement of milestones and illustrative results.

2. **Letters of Commitment/MOUs etc.** Offerors may submit letters of commitment from partners, relevant memorandum of understanding or teaming arrangements.
3. **Draft Monitoring, Evaluation and Learning (ME&L) Plan.** The Offeror shall include a draft five-year monitoring and evaluation plan that describes measurable outputs, outcomes and indicators within each component that provides specific mechanisms, procedures and a system for project monitoring and data collection, analysis and reporting. This Plan shall also include an explanation of how data and information will be collected, analyzed, and used, and the cost effectiveness of such activities, as well as following the guidance from Section L.7.
4. **Resumes and Letters of Commitment for all proposed Key Personnel.** A complete and current resume must be submitted for each key personnel position, detailing the requisite qualifications and experience of the individual. Qualifications, experience and skills shall be placed in chronological order starting with most recent information. Each resume shall be accompanied by a SIGNED letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; (c) agreement to the compensation levels which corresponds to the levels set forth in the cost proposal; and (d) prior work experience with the prime contractor or subcontractor (if nominated by a subcontractor). The letter of commitment must specify the length of commitment to the position. Offerors may include resumes and letters of commitment for non-key personnel as well.
5. **Key Personnel References.** Offerors shall also submit a minimum of three (3) references of professional contacts within the last five years; with complete current contact information, including email addresses and telephone numbers, for each proposed key personnel candidates.
6. **Staffing Plan.** Offerors shall include a staffing plan, including specific position titles and the approximate level of participation for each position (% of Full Time Equivalent and time period). The detailed staffing plan shall include subcontractor staffing, if appropriate. The staffing plan should identify all expected positions, long-term and short-term, employee and consultant, to the extent that these can be identified at the time of submission. To the extent known, the individuals expected to fill the identified positions should be specified (it is understood that a significant number of positions cannot be identified with a specific individual at this time ["TBD"]).
7. **Organizational Chart.** Offerors shall include an organizational chart for the Contract.
8. **Subcontractor Agreements, Contracts or Commitment.** Offerors may submit any agreements, contracts or commitments it has with any potential subcontractor.

9. **Mobilization Plan.** Offerors should include a mobilization plan that:
 - A. Addresses home office support for mobilization;
 - B. Details the timeframe and plan for recruiting and stationing personnel, securing office space, procuring vehicles and entering into subcontracts, if any; and
 - C. Describes other logistical requirements essential to mobilize and begin providing the technical services required by the Contract.
10. **Past Performance Information Sheets** (**Revised Attachment J.10. The fields applicable only to offerors/Section A must be completed**). See Section L.15(a) below.
11. **Awards.** Include any information on awards or certifications as specified in Section L.15(c) below
12. **List of Recent eSRS reports or**
13. **SF 294s.** Provide 5 of the most recent SF 294s (subcontracting reports) if not registered in the eSRS (please inform of such), as set forth in Section L.15 below.
14. **Small Business References.** Provide three references as specified in Section L.15 below.
15. **Branding and Marking Plan upon CO request.**

L.12 TECHNICAL APPROACH (See Section M.2(a)):

This Section should include information sufficient to properly evaluate the proposal under the Technical Approach Criterion set forth in Section M of the RFP. This Section should present a comprehensive summary of the proposed overall strategic and technical approach that clearly demonstrates how the Offeror will achieve the objectives outlined in Section C Statement of Work. It should demonstrate responsiveness to the Ethiopian context as well as consistency of proposed activities with the evidence-base regarding how to expand effective data system interventions, interoperability, and data use practices for effective decision making at all levels of the Ethiopian health sector. The Technical Approach Section should reflect an understanding of existing community structures, organizations, networks, and Health Information system initiatives in Ethiopia, and include plans to build on existing initiatives, support existing community structures, and develop collaborative relationships among Government of Ethiopia initiatives, USAID-funded activities, and the efforts of other development partners or local initiatives. This Section should also do the following:

- Discuss in detail how information technology systems and data repositories will be supported.
- Explain how a culture of data use will be developed;
- Specify the approach to strengthen the capacity and governance structures of the eHIS;
- Explain how stakeholder and donors collaboration will be done in a manner that is fundamental to the technical approach;
- Demonstrate an inclusive and gendered approach to development; and
- Describe the strategy to promote the sustainability of activities, including consideration of financial sustainability and plans to build local institutional capacity.

Subject to the parameters of the Technical Services Section (Section C.5.b), Offerors are strongly

encouraged to propose innovative approaches and modalities that are linked by evidence to improved effective data system interventions, interoperability, and data use practices for effective decision making at all levels of the Ethiopian health sector.

The offeror should include an illustrative work plan as an annex. This annex should be consistent with the Offeror's technical approach, and clearly indicate the outcome of each activity.

L.13 MANAGEMENT APPROACH (See Section M.2(b))

This section should include information sufficient to properly evaluate the proposal under Management Approach Criterion set forth in Section M of the RFP. This Section should:

- Present the Offeror's comprehensive staffing plan, including the composition and organizational structure of the entire activity team (including sub-partners);
- Provide a brief description of the technical background and qualifications of each proposed key personnel;
- For each key personnel, describe their role, and estimated amount of time he or she will devote to the program;
- Explain how the overall staffing plan will result in successful implementation of the proposed technical approach and accomplish the objectives of the activity. This explanation should note the capacity and skill mix of key personnel;
- State the experience of proposed staff with integrating gender considerations into programming;
- Describe the roles and responsibilities of each subcontractor, and the lines of authority and communication;
- Describe any structures related to collaboration with stakeholders, donors, host government institutions and/or private sector partners; and
- Describe any structures related to collaboration with stakeholders, donors, host government institutions and/or private sector partners, including the extent to which the proposed management approach promotes collaboration and capacity building with the Government of Ethiopia (see C.4.c).

The Offeror should provide the following as annexes:

- An organizational chart showing the high level organizational structure for the Contract, including any structures or the organization for collaborating externally;
- A detailed overall staffing plan;
- Resumes and letters of commitment for each key personnel proposed; and
- Reference information for each key personnel candidate proposed.

L.14 EXPERIENCE AND ORGANIZATIONAL CAPABILITY (See Section M.2(c)):

This Section should include information sufficient to properly evaluate the proposal under the Experience and Organizational Capability Criterion set forth in Section M of the RFP. The discussion should include the capability and experience of the Offeror and also that of any major subcontractors as defined in Section M, and how that experience is relevant to successfully performing the activity. Specifically, the Offeror should include a specific discussion that includes, but is not limited to:

- Experience implementing and managing activities in the technical areas set forth in the RFP (Section C) including but not limited to:

- digitalization, integration and scale-up of priority health information systems at all levels;
 - improving the use of data to inform health planning, performance management, and delivery decisions across the health systems;
 - facilitating the adoption by government agencies and implementing organizations of identify best practices in data use, data system architecture, and governance; and
 - increasing the commitment by global stakeholders to align and invest in integrated health information systems and tools, strengthened data use, and health workforce capacity at the country level as key strategies necessary to achieve improved health outcomes.
- Experience supporting information technology systems and data repositories;
 - Experience building a culture of data use;
 - Experience managing (technically, administratively and financially) an activity of similar size, type and/or complexity;
 - Experience working in Africa;
 - Record of collaborating closely with stakeholders and donors, as well as with host country institutions, other public sector organizations, and/or private sector partners; and
 - Experience integrating gender considerations into similar activities.

Offeror must describe its capacity to respond to requests for task order proposals and perform task orders under the supplemental Technical Assistance IDIQ CLIN, and describe how it will mobilize and augment resources should the Government order services under the IDIQ CLIN.

L.15 PAST PERFORMANCE (See Section M.2(d))

This Section is broken down into two parts: A. Overall Past Performance; and B. Past Performance Using Small Business.

(a) Overall Past Performance

This section should include information sufficient to properly evaluate the proposal under the Past Performance factor set forth in Section M of the RFP. This section should provide performance information in both the Technical Proposal Body and the Annex. In the Technical Proposal Body, please briefly address how the past performance of the Offeror and its team is relevant to performance of the Contract.

1. The Offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 5% of the proposed cost). The offeror should list in the Annex up to ten of the most recent and relevant contracts or orders for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size that are performed in sub-Saharan Africa and/or are similar in terms of the technical areas identified in the Statement of Work (Section C). In addition, the offeror shall provide information for the five contracts or orders with a value over \$40 million that have been completed most recently, assuming that such contract or order was not already listed. If the offeror has not completed five contracts or orders over \$40 million, it should so state and list those contracts that do qualify, if any. For each of the performance examples provided, the Offeror

should provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

(USAID recommends that the offeror alerts the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.)

2. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and describe the corrective action taken (FAR 15.305(a)(2)) in the Technical Proposal Body.
3. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work in the Annex. This information is not included in the page limitation.

(b) Past Performance Using Small Business

This section should include information sufficient to properly evaluate the proposal under the Past Performance Using Small Business sub-factor set forth in Section M of the RFP.

1. This sub-section is not applicable to offers from small business concerns.
2. As part of the evaluation of performance in Section M.2d of this solicitation, USAID/Ethiopia will evaluate the extent the offeror used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
3. In order for USAID to fully and fairly evaluate performance in this area, all Offerors who are not small business concerns must do the following:
 - (a) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how they actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved. All of this information should be included in the Technical Proposal Body.
 - (b) To supplement the narrative summary in (a), provide a list of the recent (recent means reports completed in the last three years) contracts for which the offeror submitted subcontract reports to eSRS (FAR 52.219-

9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS. The list and any eSRS reports should be included in the Annex.

- (c) Provide the names and addresses of three SB concerns for USAID to contact for their assessment of the offeror's performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to their organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

This factor is broken down into two sub factors: A. Overall Past Performance; and B. Past Performance Using Small Business.

L.16 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offerors must submit a separate Cost Proposal and include the following information. Offerors do not have to sequentially number pages in the cost proposal. However, they must clearly identify each section of the cost proposal and provide a table of contents so that the individual sections (SF 33, budget spreadsheets, budget narrative, etc. are easily identifiable). Failure to include all information, or to organize the cost proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

(a) Part 1 - Cost Proposal

The cost proposal must be submitted under separate volume from the technical proposal. The cost proposal has two parts: (1) the completed Standard Form (SF) 33, and (2) Section B.

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

(2) Section B - Proposed Costs/Prices: This Section of the Cost Proposal must contain a fully completed Section B with costs, fees, rate and other information provided. In addition to fully completing Section B, the following supplemental instructions are provided.

4.3 Instructions for Section B.5

Costs should be allocated to the categories specified in the table in Section B.5 based on the guidance in Section L.16.b.2 below.

4.4 Instructions for Section B.11

Section B.11 is where the payment schedule for the base fee for CLIN 00001 will be specified. Payment of fixed fee will be made only upon successful accomplishment of performance objectives, deliverables or outputs. The Offeror should specify the proposed base fee for each deliverables specified and the total of all fee specified in Section B.11 should equal the base fee specified in Section B.3.

(b) Part 2 - Proposed Costs for CLIN 0001 and CLIN 0002

This part of the Cost Proposal should include the following information: Detailed budgets

(preferably in spreadsheet format), budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Bio Data Sheets, and Cost Agreements with subcontractors, etc.).

1.Detailed Budget Preparation Guidance

All budgets should be organized based on types of costs as set forth in the section immediately below. An overall detailed budget should be provided for the total five years of performance. In addition to the overall detailed budget, detailed breakdowns should be provided for each year of performance. In summary, the following detailed budget worksheets should be provided in an unlocked EXCEL file:

- i. Overall CLIN 0001 Summary Budget (all services for all five years) based on the general categories identified in Section B.5;
- ii. Annual CLIN 0001 Summary Budgets (all services for each of the five years of performances) based on the general categories identified in Section B.5;
- iii. Overall CLIN 0001 Detailed Budget (five-year detailed budgets for all budget categories identified in Section B.5 – the offeror should provide sufficient detail to allow a complete and thorough analysis of cost realism); and
- iv. Annual CLIN 0001 Detailed Budgets (annual budgets for all budget categories identified in Section B.5 – the offeror should provide sufficient detail to allow a complete and thorough analysis of cost realism).
- v. Overall CLIN 0002 Summary Budget (all services for all five years) based on the general categories identified in Section B.5;
- vi. Annual CLIN 0002 Summary Budgets (all services for each of the five years of performances) based on the general categories identified in Section B.5;
- vii. Overall CLIN 0002 Detailed Budget (five-year detailed budgets for all budget categories identified in Section B.5 – the offeror should provide sufficient detail to allow a complete and thorough analysis of cost realism); and
- viii. Annual CLIN 0002 Detailed Budgets (annual budgets for all budget categories identified in Section B.5 – the offeror should provide sufficient detail to allow a complete and thorough analysis of cost realism).

The budgets listed below may be combined at the discretion of the Offeror so long as the information is presented in readable format:

Subparts iⅈ
Subparts iii&iv;
Subparts v&vi; and
Subparts vii&viii.

2.Budget Line Item Headings

In order to undertake a meaningful comparison of cost, Offerors shall use the following standard cost elements organized as specified below. **Offerors should allocate the costs of all subcontracts that are not firm, fixed price to the appropriate cost category below. For example, international personnel costs for a cost-plus-fixed fee contractor should be allocated to the Personnel category, International Staff subcategory as appropriate.**

A. Direct Costs

1. *Personnel*
 - a. International Staff
 - i. Expatriate Staff
 - ii. HQ Technical Staff
 - b. Local In-Country Staff
 - i. Program Staff
 - ii. Operational Staff
2. *Fringe Benefits*
 - a. Fringe Benefits (including but not limited to fringe local staff, pooled benefits – Expatriate & HQ Staff, expat staff allowances, i.e., shipment of HHE , relocation allowances, storage of HHE, education allowance, housing allowance, post differential, vehicle shipment, consumables, etc.)
3. *Travel*
 - a. International travel
 - b. Local and domestic travel (car rental, taxis etc.)
 - c. Per Diem
4. *Equipment (unit cost greater than \$5,000; amount is not related to FAR/AIDAR or Assistance)*
5. *Supplies* (equipment with a unit cost less than \$5,000, including but not limited to work stations & chairs, file cabinets, computers, cellular phones, printers, etc.). This cost category does not include office supplies, which should be included under Miscellaneous Direct Costs.
6. *Contractual*
 - a. Direct Program activities (including fixed-price, but not cost type, subcontracts). Non-fixed type subcontracts should be broken down into the categories specified in Section L.16 (b) (2);
 - b. Training;
 - c. MEL costs;
 - d. Consultants (including but not limited to expatriate consultants, local consultants, studies, analyses, etc.)
 - e. Subgrants or Grants Under Contracts (GUCs).
7. *Miscellaneous Direct Costs*
 - a. Equipment operation costs (e.g. including, but not limited to, vehicle rental/lease, vehicle and equipment maintenance/fuel/repair, motorcycle fuel/maintenance, generator fuel/maintenance, software licenses)
 - b. Insurance/Travel (e.g. DBA, Medevac, visas, permits, immunizations, exams, vehicle insurance, equipment insurance, other insurance)
 - c. Office operation costs (e.g. rent/utilities/repairs/maintenance, security services, office supplies, make ready costs)
 - d. Communication costs (e.g. general communications expense, mobile/cellular communication, internet, printing/photocopying, courier)
 - e. Other (e.g. professional fees – audit/legal/payroll, branding & marking, banking fees)

B. Indirect Costs (as applicable based on the offeror's NICRA or otherwise)

1. *Material Handling*
2. *Overhead*
3. *G&A*

C. Total Estimated Cost (Direct Cost plus Indirect Cost)

D. Fees

The budget must include all fees (base fee and the maximum amount of award fee proposed for CLIN 0001 and fixed fee for CLIN 0002) and a rationale for the proposed amounts must be included in the budget narrative. The Government's purpose in granting an award fee is to encourage and reward superior contract performance.

E. Total Estimated Cost Plus Fee

This item is the total price, which equals the total estimated cost plus all fee **as specified in Section B.3 for CLIN 0001 and Section B.4 for CLIN 0002.**

3. Budget Line Item Definitions

Personnel: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provides for compensation for personnel services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of long- term and short-term personnel should be broken down by person years, months, days or hours. Bio Data Sheets are required for any individual specifically identified in the cost or technical proposal.

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

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations. The Independent Government Cost Estimate for these services includes allowance limits established by the U.S. Department of State for Ethiopia. The allowance caps include the following:

Post Differential (25%) and COLA (15%)

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752- 7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. For every

subcontract that involves development services or deliverables AND is not expected to be awarded on a fixed-price basis, separate spreadsheets should be submitted for each such subcontract with the same detail, organization and format set forth above in Subsection L.11(b)(2).

Participant Training: AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants.

Miscellaneous Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs. Any indirect cost rate agreements for the offeror or a subcontractor should be included in the cost proposal.

Base/Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

4. Estimated Amounts for the Cost Proposal

Pursuant to ADS 302.3.5.7, the magnitude of the requirement for CLIN 0001 and CLIN 0002 combined is between \$60 and \$65 million for a five year activity. This range is just an estimate provided for informational purposes to the offerors and is not binding.

In addition, for the purposes of estimating a budget for the cost proposal only, the following guidance is given for CLIN 0001 and CLIN 00002 as set forth below.

A. CLIN 0001

For CLIN 0001, the following information is provided for assisting offerors in preparing their cost proposals. The information below is not binding as offerors can propose another approach. Actual costs during implementation will be determined after award consistent with the requirements of the Contract, including but not limited to, the work planning process.

- i) It is expected that the successful offeror will need to enter into approximately nine – ten subcontracts for specific technical information technology services or equipment totaling approximately \$2.5-2.6 million over the performance period of the Contract; and
- ii) Approximately \$4.9 Million grants to local NGOs is expected over period of performance of the Contract as follows: (a) 10 grants averaging approximately \$25,000 each/year to local Youth Groups; (b) 10 grants averaging approximately \$48,000 each/year for capacity building with local universities; and (c) 5 grants averaging approximately \$50,000 each/year to open information systems communities will be done. Again, this is solely an estimate provided to assist offerors in preparing a cost proposal and is not binding as offerors can propose another approach. Actual costs during implementation will be determined after award consistent with the requirements of the Contract, including but not limited to, the work planning process.

B. CLIN 0002

For CLIN 0002, the following information is provided for assisting offerors in preparing their cost proposals. Given the indefinite nature of the services ordered under CLIN 0002, it is highly recommended that offerors strictly follow the information below; if, for some reason, an offeror proposes cost inconsistent with the guidance below, it must strongly justify its approach and is accepting the risk that its costs will be determined to be unrealistic. Actual costs during implementation will be determined after award consistent with the requirements of the Contract, including, but not limited to, the task ordering process.

- i) Labor: CLIN 002 specified 5,000 person-days of labor as the maximum level of effort of all applicable labor including that of subcontractor's labor. Accordingly, the following estimate for the breakdown for the level-of-effort for CLIN 0002 is as follows:

Expatriate Personnel	
Surveillance and Data Management Advisor	200
Knowledge Management Advisor	200
Supply Chain Advisor	160
IT Governance Specialist	120
Clinical Services Information Specialist	160
Communications Specialist	50
Local Personnel	
Crisis Modifier Coordinator	1060
Expatriate Consultants	
Digitization, Data Use, & Governance Advisors	1200
Gender Technical Advisor	160
Strategic Information Advisor	160
Human & Organizational Strengthening Specialist	120
IT Advisor	120
Crisis Consultant	50
Local Consultants	
IT Consultant	800
System Analysis and Design	200
Software Developer Officer	100
Software Tester Officer	80
Crisis Consultant	60
TOTAL	5000

Additional information on the expected requirements for these positions is set forth in Annex 1 below.

- ii) For estimating purposes, there is ceiling of \$6,000,000 for all direct costs (see B.6 above), which will include,
- a) equipment or supplies, travel costs or program implementation costs such as direct program activity costs (i.e. equipment for beneficiaries and training), consultants and subcontracts for services or equipment, equipment operation costs and insurance, office rent, office operation costs and other miscellaneous direct costs;
 - b) For estimating purposes only, it is expected that three buy-in task orders will be issued for Rwanda in Year 1, Nigeria in Year 3 and Zimbabwe at the end of Year 4.

Combined over the entire period of performance, it is estimated that (a) \$250,000 in equipment for beneficiaries will be purchased; (b) \$400,000 in total training costs will be needed; and (c) \$500,000 in subcontracts for technical services or equipment will be necessary; and

- c) For estimating purposes only, it is expected that a crisis will occur in Ethiopia in Years 2 and 4 that will lead to two 12-15 month task orders to assist in resolving the crisis. In each of these two years, it is anticipated that it will be necessary to incur the following costs: (a) training costs in the amount of \$75,000; and (b) three subcontracts for an average amount of \$300,000 each.

5. Indirect Costs

Some offerors may not have indirect pools, which allocate costs in the manner identified above. For those items, which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

The prime and all subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA. Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

(i) The Offeror and each subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor. (ii) If the Offeror or subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

- a. Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
- b. The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

6. Budget Notes

Budget notes are required. While the offeror has discretion to tailor the budget notes to its approach, between the detailed budgets and the budget notes, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed. For example, for salaries, the offeror must demonstrate the calculations and the rationale for the rates for the base daily labor rate utilized in calculating labor cost. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a Certified SES Performance Appraisal System (AWCPAS). See ADS 302.3.6.11 (<http://www.usaid.gov/policy/ads/300/302.pdf>).

7.Supporting Documents

The offeror shall provide additional supporting budget documentation to substantiate all proposed costs. Negotiated Indirect Cost Rate Agreements should be included in the Cost Proposal. In addition, AID Form 1420-17 - Contractor Employee Biographical Data Sheets, should be submitted for each position.

Other supporting documentation should be submitted if the offeror believes that it is necessary to substantiate or support costs proposed by the offeror.

(c) Part 3 - Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(d) Part 4 - Evidence of Responsibility

The Contracting Officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning Offeror. As a result, the Offeror may be requested prior to award to submit additional specific information relating to the following criteria:

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

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request**

from the Contracting Officer or his representative.

(e) Part 5 - Information to Support Consent to Major Subcontractors

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the Contracting Officer for consent of sub-contractors to be granted with the initial award.

(f) Part 6 - Information Concerning Work-Day, Work-Week, and Paid Absences

1. The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal workday and its normal workweek, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
2. A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their workday and workweek policies. The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

(g) Part 7 – Listing of all Subcontracts, Subawards, and Resource Partners

The Offeror **must** submit a separate list of all known subcontractors, subawardees, as well as resource partners. This list should be simple and contain each organization's name, address and contact information. This list is a separate requirement in addition to the Past Performance contact information required in Section L.11 and the discussion of subcontracts above.

(h) Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed sub-offeror (prime contractor sub awardees) will complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided.

(i) Policies and Procedures

Upon receiving a specific request from the Contracting Office, Offeror may be required to submit a copy of Offeror's personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem regulations, etc., as they will relate to this project. The CO may determine that a pre-award survey is necessary (see FAR 9.105).

(j) Offerors to the RFP must include as part of their cost proposal their approach to achieving environmental compliance and management, to include:

- The respondent's approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan.
- The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

- The Offerors must provide an illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, Offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

(k) Exemptions for small business offerors only

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).
2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed

Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

L.17 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING DOCUMENTS.

In accordance with Section D of this solicitation, the apparent successful offeror, upon request of the Contracting Officer, will submit a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP and MP will not be included in any proposal submitted by offerors, either initial or, in the event that discussions are held, in a revised proposal; instead, the BIP and MP will be submitted after the proposals have been finally evaluated at the request of the Contracting Officer, negotiated and subsequently included in and made a part of the resultant contract. The BIP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP will make the offeror ineligible for award of a contract. The apparent successful offeror must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the project.

Branding Implementation Plan (BIP):

A Branding Implementation Plan must be developed by the successful offeror. It shall 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:

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

How to publicize the program, project, or activity in Ethiopia 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.

The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people jointly sponsored by USAID and the Government of Ethiopia, 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.

Marking Plan (MP):

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors' offices, vehicles, and other non-deliverable items.

L.18 INSTRUCTIONS FOR THE PREPARATION OF SUBCONTRACTING PLAN

In accordance with Section H.5 of this solicitation, the apparent successful offeror, upon request of the Contracting Officer, will submit and negotiate the completed Attachment No. 12 to the RFP. The Subcontracting Plan will be included in and made a part of the resultant contract. While the completed Attachment No. 12 should not be submitted with the offerors' proposals, their technical approach and costs must be consistent with their subcontracting plan.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

The evaluation will be conducted in accordance with the principles, conditions and criteria established in this section.

M.1 GENERAL INFORMATION FOR OFFERORS

- A. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- B. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible contractor(s) whose proposal(s) 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.
- C. The submitted technical information will be rated by a technical evaluation committee using the technical factors shown below. The technical evaluation committee may include experts who are not employees of the Federal Government. When evaluating the competing offers, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- D. For overall evaluation purposes of this RFP, technical factors are considered significantly more important than cost or price factors.
- E. To facilitate review of proposals, Offerors should organize the narrative portions of their proposal in the same order as the selection criteria below and should refer to the detailed instructions found in section L.
- F. "Best value" selection process is used to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. It allows flexibility in selection through tradeoffs which the agency makes between the cost and non-cost evaluation factors with the intent of awarding to the contractor that will give the government the greatest or best value for its investment.

M.2 EVALUATION CRITERIA

- A. The factors below are presented by major category so that Offerors will know which areas require emphasis in the preparation of proposals. The factors below reflect the requirements of this particular solicitation. Offerors must note that these factors: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors must address in their proposals.
- B. Each technical proposal will be evaluated and rated by the Technical Evaluation Committee in accordance with the evaluation factors set forth in this solicitation.
- C. Offerors will be evaluated on the basis of the following four technical evaluation factors and sub-factors.

The technical evaluation will evaluate the technical proposals using the following factors (all factors are of equal importance):

FACTOR	FACTOR NAME
Factor 1	Technical Approach
Factor 2	Management Approach
Factor 3	Experience and Organizational Capability
Factor 4	Past Performance
Sub Factor 4.1	Overall Past Performance
Sub Factor 4.2	Past Performance Using Small Business Concerns

M.2.a Technical Approach (Factor 1)

The Technical Approach Criterion will be evaluated in terms of overall quality. The main focus is on the extent to which the Section is well-reasoned, technically sound, takes into account the considerations identified in the RFP and reflects an understanding of the Ethiopian context. This will include the following considerations (these considerations are not sub-criteria with specific points assigned but merely aspects of the evaluation of the Technical Approach Criterion that may be considered in the evaluation of this criterion):

- The extent to which the proposed activities are appropriate, realistic, and directly relevant to the achievement of results, namely the extent to which the evidence base is used to determine the proposed activities that will (a) support information technology systems and the data repository, (b) build a culture of data use and (c) maximize the effectiveness of stakeholder and donors collaboration;
- The extent to which the work plan effectively integrates gender considerations; and
- The extent to which the proposal promotes the sustainability of eHIS activities, plans for the development of collaborative relationships, and plans to build the in-country capacity.

M.2.b Management Approach (Factor 2)

The Management Approach Criterion will be evaluated for its effectiveness to successfully implement eHIS activities and to achieve program objectives including the following considerations (these considerations are not sub-criteria with specific points assigned but merely specific aspects of the personnel and management approach criterion that may be considered in the evaluation of this criterion):

- The extent to which the proposed management structure supports the technical approach and convincingly demonstrates an ability to achieve program objectives;
- The extent to which the proposed management approach promotes collaboration and capacity building with Government of Ethiopia, **other stakeholders, donors, host government institutions and/or private sector partners**, as described in Section C – Statement of Work (C.4.c);
- The effectiveness and efficiency of the proposed overall staffing plan, such that personnel possess the full range of complementary experience, skill, and expertise required to successfully implement the project;
- The extent to which key personnel possess relevant and demonstrated qualifications, experience, performance and skills applicable to the key personnel positions;
- The experience of proposed staff in integrating gender considerations into programming; and
- The soundness of the approach to respond rapidly to requests for task orders and perform required supplemental technical assistance without hindering performance under the completion portion of the contract.

M.2.c Experience and Organizational Capability (Factor 3)

The Experience and Organizational Capability Criterion will be evaluated on the existing capacity of the Offeror to successfully implement the specified activities and achieve desired results. Specifically, experience in the following areas will be considered (these considerations are not sub-criteria with specific weight assigned but merely aspects of the evaluation of the Experience and Organizational Capability Criterion that may be considered in the evaluation of this criterion):

- Level of experience implementing and managing activities covering the technical areas specified in Section C of the RFP, including, but not limited to, how much work has been done with similar information technology systems and data repositories.
- Level of experience collaborating with stakeholders and other donors, as well as with host country institutions, other public sector organizations, and/or private sector partners;
- Level of experience building a culture of data use;
- Experience working in Africa; and
- Organizational experience with integrating gender considerations into programming.

M.2.d Past Performance (Factor 4)

Past Performance will be evaluated through two sub-factors: 1. General Past Performance; and 2. Past Performance using Small Business Concerns. General Past Performance is significantly more important than Past Performance using Small Business Concerns.

M.2.d.1 General Past Performance (Sub Factor 4.1)

(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/Subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided in Section M 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) Adverse past performance information to which the Offeror previously has not had an opportunity to respond to, will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

(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. Performance that relates to the technical areas identified in the Statement of Work (Section C), specifically those that focus on information technology systems and data repositories, building a culture of data use and collaborating as a critical aspect of the technical approach are the most highly relevant types of performance.

(d) The Contractor performance information (including that of major subcontractors as defined above in Section M determined to be relevant will be evaluated in accordance with considerations set forth below in order of importance.

Evaluation under this factor will be based on the following considerations (the bulleted information below simply explains the issues that are included within the Overall Past Performance Sub-Criterion and do **not** have specific points assigned to them):

- Quality of product or service, including consistency in meeting goals and targets;
- Cost control, including forecasting costs as well as accuracy in financial reporting;
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
- 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;
- Customer satisfaction with performance, including end user or beneficiary wherever possible; and
- Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

(e) An offeror's performance will not be evaluated favorably or unfavorably when:

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

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.2.d.2 Past Performance using Small Business Concerns (Sub Factor 4.2)

Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements. The exception to the "neutral" rating rules discussed above is when a non-small businesses prime has no history of subcontracting with small business concerns.

M.3 PRICE/COST PROPOSAL EVALUATION

The evaluation will be based upon the cost proposal and the supporting narrative provided by the Offeror. Proposed costs shall be evaluated for cost realism, completeness, reasonableness and the competitiveness of the fee proposed. An overall evaluated price of proposed costs and all proposed fees will be determined and will be used as part of the tradeoff analysis in determining source selection. The evaluated cost will be based on probable cost (FAR 15.404-1(d)(2)). Offers that propose less base fee and more award fee, and who tie the payment of base fee to meaningful results that incentivize performance, will be evaluated as offering an advantage that will be considered in the best value determination. Proposals that have significant cost realism issues may, at the discretion of the contracting officer, be eliminated from consideration for award.

M.4 DETERMINATION OF AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she

will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a Contract from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation. Including the structure of the fees proposed. This procurement also utilizes the tradeoff process set forth in FAR 15.101-1. The Contracting Officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price, considering that technical factors are significantly more important than cost. Further, if the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection, including that a proposal with more award fee relative to base fee is also preferred. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection.

[END OF SECTION M]

Annex 1 – ADDITIONAL INFORMATION ON CLIN 0002 LABOR CATEGORIES

(i) Surveillance and Data Management Advisor

The Surveillance and Data Management Advisor will lead, manage and coordinate the Health Operations Monitoring & Data Collection Team to ensure strengthening of all aspects of health operations monitoring and data collection pertaining to emergencies; oversee the design and implementation of Standard Operating Procedures (SOPs) in regard to monitoring and evaluation and data collection information systems. It is expected that the position will require a Master's in Public Health, Information Sciences, Data Science, Nutrition or related areas and have at least 10 years of demonstrated experience managing operational, project management, and administrative duties for U.S. Government-funded projects or other internationally funded programs.

(ii) Knowledge Management Advisor

The Knowledge Management Advisor is responsible assisting the Program with capturing, synthesizing, and sharing both internal and externally the work and learnings of the project. This includes development and activity management/implementation of a Knowledge Management and Communications Strategy that advances the learning agenda of the project. It is expected that the position will require a Master's degree in social sciences or related degree or an equivalent combination of education and experience Minimum of 10 years related experience.

(iii) Supply Chain Advisor

The Supply Chain Advisor will provide technical and strategic leadership for the project. He/She will have overall responsibility for the implementation of the project's activities and supervision of the project's personnel for supply chain related activities. It is expected that the position will require a Bachelor's degree in nutrition, public health, social sciences, international development, or a related field desired. At least 8 years of technical and/or management experience in international humanitarian or development projects.

(iv) IT Governance Specialist

The IT Governance Advisor provides strategic services related to enterprise architecture, IT governance, system selection and integration including developing blueprints, roadmaps, architecture, and governance models. He/She also act as lead consultant on a small consulting team, providing guidance and recommendations on project direction including prioritization, scheduling and resource allocation. It is expected that the position will require a Bachelor' Degree in Computer Science, Information Technology, Business or a related field desired and proven experience developing IT governance, strategy, and architecture for multiple companies (preferably mid-market and enterprise organizations) Knowledge of both business systems and infrastructure (including cloud solution offerings).

(v) Digitization, Data Use, & Governance Advisors

The Digitization Advisor will be based in the HQ Office. He/she will provide technical leadership for the digitization of priority HIS components. It is expected that the position will require a Master's degree or higher in public health, health informatics, computer science, management information systems or a related social science field. It is highly desirable that this advisor have at least x years demonstrated experience managing the full software development life-cycle of mid- to large-sized projects (i.e. crossing multiple program areas and conflicting needs; requiring integration of multiple non-standardized applications or business processes; and requiring complex

reporting and communication at the agency and executive level) with minimal supervision.

(vi) Human & Organizational Strengthening Specialist

The Human & Organizational Strengthening Specialist will be based in the HQ office in Addis. He/She will report to the DCOP. He/She will be responsible for setting up the hiring/management/evaluation standards of employee relations for the project including the regional office, ensures salary standards are in line with local laws and USAID regulations, establishes and maintains protocols for employee rights (fair labor standards, discrimination-free workplaces, etc.). It is expected that the position will require a Bachelor's degree in international development, or a related field desired and technical and/or management experience.

(vii) IT Advisor

The IT Manager will be responsible for the information technology systems at all local offices, ensuring hardware and software set ups maintain integrity and security for all data systems involved in the project. It is expected that the position will require a Bachelor's degree and technical and/or management experience in a related field.

(viii) Crisis Consultant

It is expected that the position will require a Bachelor's degree in related field and technical and/or management experience in a related field.

(ix) IT Consultant

This Consultant will provide information technology related technical support for infrastructure and data warehouse support to the FMOH. It is expected that the position will require a Bachelor's degree in international development, or a related field desired and technical and/or management experience in a related field.

(x) System Analysis and Design Consultant

This Consultant will provide technical expertise in developing a system analysis and design document based on user requirements for applications that are used by the health system in the country. It is expected that the position will require a Bachelor's degree in a related field desired and technical and/or management experience in a related field.

(xi) Software Developer Officer

This Consultant will provide software development and programming service for new and additional modules of software for the health system. It is expected that the position will require a Bachelor's degree in a related field desired and technical and/or management experience in a related field.

(xii) Software Tester Officer

This Consultant will provide software testing service for the newly develop software and modules. It is expected that the position will require a Bachelor's degree in a related field desired and technical and/or management experience in a related field.