



USAID
FROM THE AMERICAN PEOPLE

Issue Date: January 6, 2023
Question Due Date: December 22, 2022, 9am Kosovo time
Response Due Date: January 30, 2023, 9am Kosovo time

SUBJECT: Request for Proposal (RFP) No. 72016723R00001-01
USAID Balkan Regional Program Support Activity

Dear Prospective Offeror:

The United States Government, represented by the U.S Agency for International Development (USAID), through the Regional Office of Acquisition and Assistance (ROAA) at the USAID Mission in Kosovo, is seeking proposals from international organizations to provide program support services for USAID Missions in the Balkan region.

USAID is contemplating awarding multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts with a maximum ceiling of \$25,000,000. There will be a minimum order guarantee of \$50,000. The maximum aggregate dollar value of all task orders awarded to all contractors cannot exceed the ceiling amount. The ceiling is not being sub-divided among the number of awardees, nor is it being multiplied by the number of awardees. There is no guarantee on the number of task orders that the successful contractors will receive or the amount of money beyond the minimum order guarantee set forth in this RFP. Task orders may be either cost reimbursement or firm fixed price. USAID reserves the right to award the contract subject to availability of funds.

USAID will conduct this procurement as a full and open competition pursuant to the procedures set forth in Federal Acquisition Regulation (FAR) Part 15. The North American Industry Classification System (NAICS) Code for this procurement is 541990. The applicable Geographic Code is 937.

USAID reserves the right to amend or rescind this solicitation at any time. 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 the proposal. Furthermore, the Government receives the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

If substantive questions are received which affect the response to the solicitation, and/or if changes are made to the closing date and time or other aspects of the RFP, this solicitation will be amended and such amendments will be posted on www.sam.gov. Questions and proposals must be submitted only electronically via email on or before the due dates stipulated above to Urime Abdyli at uabdyli@usaid.gov and Hiba Anwar at hanwar@usaid.gov and must conform to all requirements outlined in the solicitation.

USAID appreciates the time and effort put into preparing proposals in response to this solicitation.

Sincerely,

Patricia Siaso
Contracting Officer
USAID/Kosovo

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 78			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72016723R00001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY USAID/Kosovo 3820 Pristina Place 20521 Washington DC		CODE 720167		8. ADDRESS OFFER TO (If other than Item 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 <u>1</u> (Hour) local time _____ (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 CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.				C. E-MAIL ADDRESS uabdyli@usaid.gov	

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	5	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	39		
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	8	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	62		
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	15	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	63		
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	16	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	72		
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	19	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	79		
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	24						

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 <u>180</u> 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 <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	

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: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 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) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the Statement of Work (SOW) specified in Section C. USAID Contracting Officers (COs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is a multiple-award Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The Government will issue task orders that are from the cost reimbursement or firm fixed price family of contracts.

B.3 OBLIGATED AMOUNT

TBD to be inserted in the award.

B.4 PERIOD OF PERFORMANCE

The period of performance (PoP) for this contract is five years from the date of award.

B.5 MINIMUM ORDER GUARANTEE

As required by Federal Acquisition Regulation (FAR) subpart 16.504(a)(1), the minimum amount of services to be ordered under this IDIQ is \$50,000. Individual task orders will obligate funding for the services to be ordered, and the minimum obligated amount shall be applied toward the first task order. However, the Government is not obliged to order additional services above the minimum order guarantee.

B.6 MAXIMUM CONTRACT CEILING

The ceiling of the IDIQ is \$25,000,000. The maximum aggregate dollar value of task orders awarded to all contractors must not exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

B.7 FIXED FEE CEILING (Cost Plus Fixed Fee (CPFF) Task Orders Only)

(a) For each task order issued under this IDIQ, the Task Order Contracts Officer (TOCO) and Contractor agree to negotiate a set dollar amount for a fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4.

NOTE: The ceiling on fixed fee does not apply to fixed price Task Orders.

(b) The Total Estimated Cost Plus Fixed Fee for each Task Order must be negotiated in accordance with the terms of this contract.

B.8 INDIRECT COST

(Only applicable to cost reimbursement type task orders)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

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

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

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

3/ Base of Application:
Type of Rate:
Period:

B.9 REQUIREMENT TO PROVIDE SERVICES

Per FAR 16.504(a)(1), the Contractor shall furnish any additional services ordered by USAID under this contract so long as the cumulative amount of all Task Orders does not exceed the maximum amount in Section B.

[END OF SECTION B]

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

C.1 PURPOSE

The purpose of this contract is to provide support for program-related services to USAID Missions in the Balkans.¹

C.2 BACKGROUND

For almost twenty-five years USAID Missions in the Balkans have been engaged in the management of USAID sponsored development assistance to their respective host countries, at times under very challenging circumstances. With the growth in the number of projects and activities being managed by each Mission, there has been a corresponding increase in program-related services that each Mission is required to ensure that project goals and objectives are being met. The resulting management burden of increased projects and activities has outstripped the human resources available at the Missions to effectively perform program-related services. In order to address these constraints, as well as new demands that will arise, certain program-related services have been identified for delivery through external contracting.

C.3 TECHNICAL SERVICES TO BE PROVIDED

The goal of this five-year contract is to support teams in USAID Missions in the Balkans in meeting information needs in order to make informed program management decisions, as well as to provide substantive support with qualitative, quantitative, and analytical information to assist in assessing and evaluating the efficacy of projects being implemented to continually improve quality and achieve development objectives. Additionally, this contract will further enable Missions to coordinate, collaborate, and achieve strategic priorities and objectives tailored to each country's requirements.

C.4 TECHNICAL REQUIREMENTS

C.4.1 Expected task Order Services

Task Orders under this contract may require the following kinds of work:

Technical Sector Support:

The Contractor may be required to provide, on an as needed basis, technical experts in a range of fields, when and where requested, to assist Missions in meeting their overall objectives. In order to accomplish this, the Contractor will maintain a roster of subject matter experts in the areas of USAID Missions' development objectives. The Contractor will provide Missions with project/activity design assistance or any other related assistance as required via short and long-term technical consultants.

¹ Program-support services include and are not limited to: assessments and rigorous analyses, gathering baseline data, track results, periodically report on progress, performing evaluations, responding to ad-hoc requests for information, managing recordkeeping, and handling other project development and program office functions.

USAID policy often requires that assessments and analyses be conducted in order to explore programming options. The Contractor may provide technical expertise to enable Missions to conduct strategic analyses and assessments, and monitor changes in the development environment, as well as conduct sector-specific and cross-sectoral assessments.

Program Office Support

The Contractor may be required to support Missions in the provision of program office services including but not limited to performance management, evaluation, collaborating, learning and adapting, strengthening of local monitoring, evaluation and learning (MEL) capacity, program information management, development outreach and communications. Contractor technical experts must be familiar with applicable USAID policies.

Performance Management

The Contractor may be required to provide the support to update the Performance Management Plan (PMP), as needed, to align with the current or new Country Development Cooperation Strategy (CDCS); create project logframes and Monitoring and Evaluation (M&E) Plans for Missions; collect baseline data at the Intermediate Results (IR) and Development Objective (DO) levels; and train/advise all USAID Implementing Partners (IPs) to create aligned logframes and M&E Plans for their activities.

Evaluation

The Contractor may be requested by Missions to provide support to implement the USAID evaluation policy. The Contractor may be required to design and manage performance and impact evaluations of individual activities and or/projects, and may also be asked to evaluate against IRs and/or overall development objectives. This would be accomplished through attitudinal surveys, focus groups and other participatory methods applied to beneficiaries, communities and local organizations to evaluate progress using social, economic, political and environmental indicators. Additionally, the Contractor may assist in the development and tracking of a forward-looking evaluation and assessment plan.

Collaborating, Learning and Adapting

The Contractor may be requested to help Missions generate knowledge and learning from projects and activities. The Contractor may also help Missions prepare and/or facilitate learning activities such as portfolio review; stock taking exercises; performance monitoring, evaluation and/or other research analysis; and engagement with stakeholders, IPs and staff.

Strengthening capacity of local MEL providers

The Contractor may be required to provide a broad range of technical services to improve the capacity of local researchers/research entities to provide quality MEL products to Missions and/or other key host country stakeholders. These may include, but are not limited to: support in

designing and conducting impact and performance evaluations; a variety of assessments, and performance monitoring systems; training and mentorship in advanced research methods and evaluative reasoning; support with and capacity building in data analysis and in drawing and communicating research and evaluative conclusions and recommendations support with innovative knowledge management and advisory services; support with strengthening other relevant technical and management capacities of local researchers and research entities.

Program Information Management

Provide information management and services that will enable Missions to be more responsive to the many data calls received with accurate and consistent project and program data necessary for reports and briefing materials. This may include services related to data management and reporting, such as aggregating data from multiple partners and projects/activities; coordinating the compilation and validation of data for the Operational Plan (OP)/Performance Plan and Report (PPR) and producing customized information products from monitoring data. Possible activities include tracking of and data collection for compliance with Mission and Agency guidance on performance management (e.g., ADS, policies, Mission Orders); and liaising and communicating with officials and representatives of the host government, other donor organizations, implementing partners, NGOs, and/or other statistical and/or data collection organizations for this purpose.

Data Quality Assessments (DQAs)

While AOR/CORs are responsible for conducting DQAs, the Contractor may be required to provide any required training to Mission staff on this process, and must ensure all DQAs conducted are done in accordance with ADS 203 and best practices. If/when implementing partner offices and data are in locations that USAID staff cannot access, the Contractor may be asked to conduct DQA on behalf of USAID.

Development Information System (DIS)

The Contractor may be required to work on DIS with Missions or IPs to train or submit indicator results and other award data. The work can include all DIS components which focus on key agency business procedures: performance management, budget planning and monitoring, project design and acquisition and assistance planning, portfolio review and reporting.

Outreach Information

The Contractor, in close coordination with USAID, may be required to produce publications focused on activities or projects, such as content drafting support for media coverage. The Contractor may be required to provide creative solutions and guidance on the utilization of social media. Furthermore, the Contractor may be required to support development of communication products such as fact sheets and success stories; compilation of USAID press clips; drafting of press releases, press Q&As, media advisories and other press documents with USAID or Embassy guidance for review and/or approval. The Contractor may provide outreach training for IPs and editing formal documents produced by IPs as requested.

Support Services

The Contractor may be required to provide logistical and administrative support, and facilitation services when needed, for USAID technical team meetings with IPs or other stakeholders for the purposes of planning, donor coordination, monitoring, evaluating, and/or learning.

C.4.2 Expected Standards

All of the work performed under this contract must be:

- 1) In full compliance with all USAID policies and Automated Directive System (ADS), including but not limited to the following:
 - ADS Series 200 and 300;
 - USAID's current Country Development Cooperation Strategy (CDCS) Guidance;
 - USAID Evaluation Policy; and
 - USAID Forward Guidance on Quality Evaluations.
- 2) Written in proper English and in plain language (see <http://www.plainlanguage.gov/>). Language in all contract products shall be such that non-technical readers can comprehend the information presented, and brief but sufficient background shall be included to allow someone working on similar projects in other countries to benefit from reading the product.
- 3) Delivered on-time as defined in each Task Order, and in accordance with all criteria outlined in each Task Order.
- 4) Of high quality and following best practices for the specific type of project undertaken.

For all meetings held by the Contractor with USAID or its partners, the following must apply unless waived in writing by the COR:

- 1) Any materials to be used for the meeting shall be provided to the COR or designate no less than three days prior to the meeting. This shall include an agenda for the meeting that provides opening comments on why the meeting has been convened, and what is hoped to be gained from the time invested by participants;
- 2) Any materials to be discussed in a meeting shall be distributed to all participants (directly by the Contractor) at least 48 hours prior to the meeting time;
- 3) Sufficient copies of any materials to be discussed will be brought to the meeting by the Contractor for all meeting participants; and
- 4) The Contractor shall provide a summary of decisions, actions, and follow-up requirements to the COR and directly to all meeting participants within 24 hours of the meeting's end.

All final, USAID approved evaluations, assessments, and reports produced by the Contractor must be disseminated as outlined in the Task Order and will be posted by the Contractor to the Development Experience Clearinghouse (DEC) within five days of USAID final approval. Products shall be posted to the DEC electronically at: <http://dec.usaid.gov>

C.4.3 Personnel Requirements

The Contractor must provide all necessary logistical support, including travel arrangements (with required USAID clearances), computer support,² team planning facilitation, and report editing (to meet the standards above) and dissemination for its personnel for each Task Order.

The Contractor must bear primary responsibility for procurement, personnel, reporting, and other management related requirements of the contract.

C.4.4 Key Personnel

Key personnel must be identified in each individual Task Order. The Contractor must have all key personnel in-country within 30 days after award of any task order, unless specified otherwise therein.

C.5 GEOGRAPHIC AREAS

Task orders issued under this contract may perform work in USAID Missions in the Balkans, which includes: Albania, Bosnia & Herzegovina, Kosovo, North Macedonia, and Serbia.

C.6 COORDINATION

It is crucial that this project maintain strong and close working relationships with other USG implementers in Client Mission countries depending on where the project will be implemented. USAID IPs will be required to coordinate with the Contractor at four levels: (1) to provide common results information as per the USAID PMP; (2) to collaborate and facilitate the collection of outcome and impact information—both qualitative and quantitative—which will be collected and analyzed directly by the Contractor; (3) to be trained by the Contractor on the use of the USAID/Client Missions Clearinghouse and to input required data on an on-going basis; and (4) to facilitate performance and compliance (environmental and branding) monitoring and verification of all USAID-funded activities in Client Mission countries by the Contractor.

Specific coordinating activities, in addition to the above, shall be identified in the individual Task Orders if necessary.

[END OF SECTION C]

²Computer support refers to the Contractor providing computers (laptops), all relevant software, printing ability, central processing (statistical analysis), etc. where needed for all staff working on task orders.

SECTION D – BRANDING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

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

The Offeror shall comply with the requirements of the USAID branding policies available at: www.usaid.gov/branding and appropriately mark all deliverables and public communications with the USAID brand.

Note: USAID receives “exclusive branding and marking” for the work conducted under all acquisition awards. This means that the foreign assistance delivered is clearly credited to the American people. It also means that competing logos or identities, such as the contractor’s, are excluded unless otherwise indicated in the award (contract).

D.2 BRANDING AND MARKING POLICY

In accordance with provision D.1 above, and where applicable, 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 “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

D.3 BRANDING AND MARKING PLAN

The Contractor shall submit a branding and marking plan no later than 30 days after award. The plan must be in accordance with ADS 320.3.2. The plan must be submitted to the COR for approval. The plan shall cover all activities under each individual task order.

Anticipated elements of marking plan: products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. Publications authored by Contractors or other non-USAID employees must include the following disclaimer on the title page: “The author’s views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.”

Threats and restrictions to the security of the program need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

USAID’s web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors. Marking under this contract shall comply with the “USAID Graphics Standards Manual” available at <http://www.usaid.gov/branding/acquisition.html> or any successor branding policy.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE (DATE)
52.246-4	Inspection of Services – Fixed price (AUG 1996)
52.246-5	Inspection of Services—Cost reimbursement (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Kosovo
U.S. Agency for International Development
U.S. Embassy, 4 KORRIKU No. 25, Arberia,
Pristina, Kosovo 10000

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled —Inspection – Cost – Cost Reimbursement, (FAR 52.246-5) and —Inspection – Fixed Price, (FAR 52.246-4), inspection of results or other deliverables required by each Task Order issued hereunder must be made by the cognizant TOCOR for that Task Order. Acceptance of goods/services and reports or other deliverables by the cognizant TOCOR for that Task Order must form the basis for payments to the contractor, and will form the basis of the contractor’s permanent performance record with regard to this contract.

[END OF SECTION E]

SECTION F – DELIVERIES AND PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	ALTERNATE I	APR 1984

F.2 PLACE OF PERFORMANCE

The places of performance under this contract are the Balkan Countries (Albania, Bosnia, Kosovo, North Macedonia, and Serbia).

F.3 REPORTING REQUIREMENT

Specific required reports other than those below shall be identified in each individual task order. Unless otherwise indicated, all reports shall be submitted electronically using Microsoft Word, Excel, or PowerPoint software. All reports shall be written in plain, grammatically correct English. All reports are subject to approval by the COR.

The contractor shall NOT prepare Agency reports such as the Annual Report or Congressional Budget Justification.

F.4 ALL ASSESSMENT AND EVALUATION REPORTS, STUDIES, AND OTHER WORK PRODUCTS

All products produced by the Contractor and submitted to USAID shall:

Be written in proper American English with correct spelling and grammar
 Be written in Plain English, as defined at <http://www.plainlanguage.gov/>
 Be submitted on time
 Be accurate, with all data substantiated

F.5 FINAL CONTRACT COMPLETION REPORT

The Contractor shall prepare and submit one electronic version (as a single Word file) of the Contract

Completion Report to the COR which summarizes the accomplishments of this contract, methods of work used, recommendations regarding unfinished work and/or project continuation, and the financial status of the contract. The final Completion Report shall also contain an index of all reports and information products produced under this contract. The report shall be submitted no later than the estimated completion date of this contract. The report shall be limited to thirty pages. Along with the Completion

Report, a CD-ROM depository will be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly system.

The Contractor shall submit an electronic copy of the final report no later than 30 days past the end-date of the contract to: the COR, the Controller Office and the Contracting Officer; and one copy, in electronic format to <http://dec.usaid.gov>.

F.6 QUARTERLY FINANCIAL REPORT

The Contractor shall prepare and submit to the COR a Quarterly Financial Report that includes:

Total amount obligated via task orders

Total amount paid under each task order

Total amount remaining in the IDIQ ceiling

The report shall be due the 15th of every month of every quarter (October 15, January 15, April 15, July 15)

F.7 ORDERING PROCEDURES

(a) General

When USAID identifies a requirement which can be met via an order off of this IDIQ, the CO shall

issue a Request for Task Order Proposals (RFTOPs). Unless an exception applies, all IDIQ holders will be given a fair opportunity to compete. Contractors must respond to the RFTOP within the number of calendar days stated in the RFTOP. If a RFTOP includes a full Statement of Work, then holders should expect a turnaround time period of 20 calendar days. No separate payment will be made to the contractor for the cost to prepare, submit and /or negotiate a task order proposal. The Contractor must not commence work until a signed task order is issued and the Contractor is authorized to proceed by the CO.

Any proposal shall outline how the Contractor will accomplish the work, including the timeline for completion, and shall include the proposed methodology to be used, for example: an indication of the sampling methods and techniques; the type of participatory data collection methods and tools to be applied; the profile, selection process, and training—including training materials—of the survey team(s) and supervisory survey staff. The methodology shall also

include a description of quality control processes and the design and elaboration of survey data entry systems. Evaluations will include both performance and impact evaluations.

(b) Fair Opportunity Exceptions

1. The agency's need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.
5. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
6. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply. Please see Federal Acquisition Regulation 16.505

F.8 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

- a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The 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 must 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-XXX X)			
Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
001	Product/Service Desc. For Line Item 0001 example: Salary/Wages	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. For Line Item 0002 example: Travel	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- 2) The fiscal report must 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 must 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.2 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 cost.

All questions concerning the administration of this award will be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

Kosovo Address:

Regional Acquisition and Assistance Office (ROAA)
USAID/Kosovo
U.S. Agency for International Development
U.S. Embassy, 4 KORRIKU No. 25, Arberia,
Pristina, Kosovo 10000

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) for this Contract will be designated in a separate letter, a copy of which will be provided to the Contractor by the Contracting Officer.

G.4 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;
 - 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, or scope. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the absence of the designated COR, the CO may designate someone to serve as COR in his/her place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor.
- d) 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 the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor affects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Contracting Officer, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The completed SF-1034 "Voucher for Services for Other Than Personal" and relevant invoices and other documentation may be submitted electronically (email is the preferred method) to the address below. The subject line of the email must include the award number and name of the Contractor. The SF-1034 must be signed, and it must be submitted along with the relevant invoices and any other relevant documentation as an electronic PDF file. Otherwise, the request for payment may be mailed through local postal or courier services. If submitting invoices electronically, do not send a paper copy.

The paying office will be identified in each task order.

G.6 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is [name and title] where can be reached at telephone number and email address:

[To be filled in at time of award].

G.7 CONTRACTOR'S PAYMENT ADDRESS

[To be filled in at time of Award]

G.8 ACCOUNTING AND APPROPRIATION DATA

TBD

[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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE (DATE)
752.222-70	USAID DISABILITY POLICY (DEC 2004)
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

H.2 AUTHORIZED GEOGRAPHIC CODE

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

H.3 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the sam.gov to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 "Restrictions on Certain Foreign Purchases" is included by reference in Section I of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

H.4 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this award 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 multilateral organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://transition.usaid.gov/policy/ads/300/350maa.pdf>] or as approved by the CO/COR.

H.5 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (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. Text highlighted in yellow indicates that the material is new or substantively revised. 4

- (d) Where. Submit the reports to:
[insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

H.6 752.222-71 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.7 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013) [DEVIATION (APR 2020)]

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other similar event that is funded in whole or in part by USAID.

Multilateral organization means an organization or alliance formed between multiple nations and/or organizations to work on issues that relate to all members of the organization or alliance (e.g., World Health Organization, The World Bank, The Vaccine Alliance (Gavi), Education Cannot Wait).

High-profile policy meeting means an event sponsored by a multilateral organization, which includes meetings to discuss issues of global interest, such as the United Nations General Assembly or the Spring and Fall meetings of the World Bank and International Monetary Fund.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference; costs to ensure the safety of attending governmental officials; and salary of USAID employees and USAID Personal Services Contractors.

Temporary duty (TDY) travel means official travel at least 50 miles from both the traveler's home and duty station for a period exceeding 12 hours.

USAID employee means a U.S. direct-hire employee, a Foreign Service National direct hire employee, or a Federal employee detailed to USAID from another U.S. Government agency.

Personal Services Contractor (PSC) means U.S. National (US), a Cooperating Country National (CCN) and a Third Country National (TCN), who is awarded a personal service contract in accordance with AIDAR Appendix D or J.

- (a) Unless an exception in paragraph (c) of the clause at 752.231-72 applies, the contractor must obtain prior written approval from the contracting officer, or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, at least 30 days prior to committing costs, for the following:
 - (1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference.
 - (2) A conference funded in whole, or in part, by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID participants.
 - (3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or
 - (4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID funded programs and activities, when:
 - (i) The individual attends the event on behalf of USAID or as part of USAID's team; and
 - (ii) Temporary duty travel is necessary.
- (b) Exceptions. Prior USAID approval is not required for the following:
 - (1) Co-creation conferences to facilitate the design of programs or procurements.
 - (2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management
 - (3) A single course presented by an instructor conducted at a U.S. Government

training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and if applicable, costs associated with participation of the contractor's staff are the only direct costs associated with the event. The exception does not apply to the requirements in paragraph (b)(3) and (4) related to meetings with multilateral organizations.

- (c) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.
- (d) Conferences approved at the time of award will be incorporated into the contract. The contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(e) Documentation.

(1) Requests for approval of a conference that meets the criteria in paragraphs (b)(1) and (b)(2) of this section must include:

- (i) A brief summary of the proposed event.
- (ii) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing.
- (iii) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation).
- (iv) A list of USAID employees or PSCs attending and a justification for each; and the number of other USAID-funded participants (e.g., contractor personnel).
- (v) The venues considered (including government-owned facility), cost comparison, and justification for the venue selected if it is not the lowest cost option.
- (vi) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- (vii) 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.

(2) Requests for approval to attend a multilateral conference and operational or technical meeting that meet the requirements in paragraphs (b)(3) and (4) of this section must include:

- (i) A description of the event and how the participant(s) will forward the Agency and U.S. Government's policy goals.
- (ii) The role the participant(s) will have; and
- (iii) The estimated cost to USAID.

H.8 DEFENSE BASE ACT (DBA) INSURANCE (DEC 19910) [(DEVIATION JUN 2022)] (Deviation No. M-OAA-DEV-AIDAR-22-10c):

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the Contractor agrees to the following:

- (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. The rates and contact information for USAID's DBA insurance carrier are published in an Acquisition & Assistance Policy Directive found on USAID's website: <https://www.usaid.gov/work-usaid/resources-for-partners>. Alternatively, the Contractor can request the rates and contact information from the Contracting Officer.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see (48 CFR) 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 worker's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

H.9 302.3.5.10 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions

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

"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.10 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a

geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

- (2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- (b) Submissions to the Development Data Library (DDL)
- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, 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.11 AIDAR 752.204-72 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (APRIL 2018) (DEVIATION NO. M/OAA-DEV-AIDAR-20-2c) (APRIL 2020)

As prescribed in (48 CFR) AIDAR 704.404(b), insert the following clause in all solicitations and contracts that contain the provision at (48 CFR) FAR 52.204-9:

Contractor Access to USAID Facilities and USAID's Information Systems (APRIL 2018) (DEVIATION NO. M/OAA-DEV-AIDAR-18-2c):

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

(2) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations, is mandatory in order for the Contractor to receive a PIV/Facilities Access Card (FAC) card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(d) The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all logical access to USAID information systems and/or facilities access associated with this contract. USAID will establish the format for this report.

(e) Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.

(f) USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

(g) The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk (CIO-HELPDESK@usaid.gov or (202) 712-1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.

(h) The contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

H.12 ENVIRONMENTAL COMPLIANCE

To be addressed in each task order.

H.13 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of the CO. All findings, conclusions, and recommendations shall be considered confidential and proprietary.

H.14 DISCLOSURE OF INFORMATION

- (a) Contractors are reminded that information furnished under this solicitation 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 must 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.15 PRESS RELATIONS

The Contractor must coordinate all press inquiries and statements with USAID's COR. Contractor must seek approval from the COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor must not speak on behalf of USAID but will refer all requests for USAID information to the USAIDCOR/Communication/Press Officer.

H.16 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, no subcontracts have received prior consent. All STTAs and consultants must be treated as subcontractors if they are not employees of the contractor or subcontractors. The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent.

H.17 AUTHORIZED WORK WEEK

A six day workweek may be authorized on a case by case basis with written approval from the CO. No premium pay is authorized.

H.18 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

- (1) Salaries and wages may not exceed the rates established by the Contractor's policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor.
- (2) Compensation, including merit or promotion increases paid to TCN's and CCN may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country under AIDAR 722.170
- (3) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate, the USAID Contractor Salary Threshold (CST) specified under AIDAR 752.7007 unless an advance written waiver is granted by the USAID.

(b) Salaries during Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase not more than 3% percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the USAID Contractor Salary Threshold (CST) specified under AIDAR 752.7007 may be granted only with the advance written approval of the Contracting Officer. Automatic salary increases to the maximum salary rate for those approved at the current maximum salary rate are not authorized without prior written approval by the Contracting Officer.

(e) Consultants

Unless the consultant is an employee of the contractor, they are considered subcontractors subject to the applicable clauses and requirements.

(f) Work Week

(1) Non-overseas Employees

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperative Country associated with the work of this contract.

(g) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028).

H.19 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018) (DEVIATION NO. M/OAA-DEV-FAR-18-2C)

(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. (OMB M-15-14)

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology in addition to that information technology specified in the Schedule 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 Officer at ITAuthorization@usaid.gov.

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

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.

(g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

H.20 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, INDEFINITE QUANTITY (September 2018)

302.3.5.10 Organizational Conflicts of Interest: Preclusion from Implementation Contract (September 2018)

Task orders under this contract may require the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the Contractor from furnishing implementation services, a special contract requirement stating the preclusion will be included in the task order.

H.21 ORGANIZATIONAL CONFLICTS OF INTEREST: EVALUATION, INDEFINITE QUANTITY (September 2018)

Organizational Conflicts of Interest: Preclusion from Furnishing Certain and Restriction on Use of Information (September 2018)

(a) Task orders under this contract may require the Contractor to furnish important services in support of evaluation of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the Contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order.

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the CO.

[END OF SECTION H]

SECTION I – CONTRACT CLAUSES**I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE (DATE)
52.202-1	DEFINITIONS (JUN 2020)
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 (JUN 2020)
52.203-6	ALTERNATE I (NOV 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVER 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 (JUNE 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST. (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUNE 2020)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER ENTITIES (NOV 2021)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

	EQUIPMENT	(NOV 2021)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(NOV 2021)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	(OCT 2018)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	(NOV 2015)
52.210-1	MARKET RESEARCH	(NOV 2021)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 2020)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	(AUG2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	(JUN 2020)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	(JUN 2020)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	(JUN 2020)
52.215-14	INTEGRITY OF UNIT PRICES	(NOV 2021)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	(NOV 2021)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	(NOV 2021)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	(JUN 2020)
52.216-7	ALLOWABLE COST AND PAYMENT	(AUG 2018)
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	(OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES	(NOV 1999)
52.219-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	(MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(APR 2015)
52.222-26	EQUAL OPPORTUNITY	(SEPT 2016)
52.222-29	NOTIFICATION OF VISA DENIAL	(APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	(JUN 2020)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	(JUN 2020)
52.222-50	COMBATING TRAFFICKING IN PERSONS.	(NOV 2021)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(JUN 2020)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	(MAY 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(FEB 2000)
52.227-1	AUTHORIZATION AND CONSENT	(JUN 2020)

52.227-3	PATENT INDEMNITY	(APR 1984)
52.227-14	RIGHTS IN DATA--GENERAL	(MAY 2014)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	(JUL 2014)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.229-8	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	(MAR 1990)
52.230-2	COST ACCOUNTING STANDARDS	(JUN 2020)
52.230-3	DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES	(JUN 2020)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(JUN 2010)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-22	LIMITATION OF FUND	(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)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(NOV 2021)
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)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE I	(AUG 1987) (APR 1984)
52.243-7	NOTIFICATION OF CHANGES	(JAN 2017)
52.244-2	SUBCONTRACTS	(JUN 2020)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JAN 2022)
52.245-1	GOVERNMENT PROPERTY	(SEP 2021)
52.245-9	USE AND CHARGES	(APR 2012)
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)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(APR 2012)
52.249-6	TERMINATION (COST-REIMBURSEMENT)	(MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)	(APR 1984)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
AIDAR (48 CFR Chapter 7)		
752.202-1	DEFINITIONS	(JAN 1990)

	ALTERNATE 72	(JUN 2009)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	(JUN 1993)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.216-70	AWARD FEE	(MAY 1997)
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	(FEB 2012)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(JUL 1997)
752.242-70	PERIODIC PROGRESS REPORTS	(OCT 2007)
752.245-70	GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS	(OCT 2017)
752.245-71	TITLE TO AND CARE OF PROPERTY	(APR 1984)
752.7001	BIOGRAPHICAL DATA	(JUL 1997)
752.7002	TRAVEL AND TRANSPORTATION	(JAN 1990)
752.7004	EMERGENCY LOCATOR INFORMATION	(JUL 1997)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	(SEP 2013)
752.7006	NOTICES	(APR 1984)
752.7007	PERSONNEL COMPENSATION	(JUL 2007)
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)
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	(OCT 1989)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	(JAN 1990)
752.7015	USE OF POUCH FACILITIES	(JUL 1997)
752.7025	APPROVALS	(APR 1984)
752.7027	PERSONNEL	(DEC 1990)
752.7028	DIFFERENTIALS AND ALLOWANCES	(JUL 1996)
752.7029	POST PRIVILEGES	(JUL 1993)
752.7031	LEAVE AND HOLIDAYS	(OCT 1989)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	(APR 2014)
752.7033	PHYSICAL FITNESS	(JUL 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)
752.7035	PUBLIC NOTICES	(DEC 1991)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	(JUN 2008)

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

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

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

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct.

It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation. "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). "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor. "United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor must—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor must—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor must timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule,

or any other procurement instrument intended for use by multiple agencies, the Contractor must notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor must establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program must include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program must be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system must—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system must provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in

Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor must notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law must be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.3 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(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) 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 SAM

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

(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) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of 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.

(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) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

I.4 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS (OCT 2016)

(a) Definitions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor must report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor must report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause must be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [Subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor must revise the report, or document its rationale for the agency.

(f)(1) The Contractor must require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor must advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

I.5 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2022)

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

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

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

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

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

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

I.6 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **five years from date of award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$3,500** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **\$100,000**;

(2) Any order for a combination of items in excess of **\$100,000**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **1 day** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year after the end of the ordering period in 52.216-18.

I.9 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) “Cancellation,” as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the non-availability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor’s claim may include—

- (1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
- (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
- (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized workforce; and
- (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.
- (g) The claim shall not include—
 - (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the Contractor;
 - (3) Anticipated profit or unearned fee on the canceled work; or
 - (4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.
- (h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.10 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

- (a) Definitions. As used in this clause—
 - “Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.
 - “Coercion” means—
 - (1) Threats of serious harm to or physical restraint against any person;
 - (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
 - (3) The abuse or threatened abuse of the legal process.
 - “Commercially available off-the-shelf (COTS) item” means—
 - (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

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

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

“Involuntary servitude” includes a condition of servitude induced by means of—

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

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

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

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

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

(ii) Advertising

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

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs-

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

- (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
 - (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.
- “Severe forms of trafficking in persons” means—
 - (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
- “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
- “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
- “United States” means the 50 States, the District of Columbia, and outlying areas.
- (b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract;
 - (3) Use forced labor in the performance of the contract;
 - (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
 - (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent

provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

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

(6) Charge employees recruitment fees;

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

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

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

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

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

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

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons.

The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

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

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

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

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

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

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph

(b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

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

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

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

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

(7) Suspension or debarment.

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

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

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

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

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

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

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims

Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

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

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

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

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

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

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

(ii) Has an estimated value that exceeds \$500,000.

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

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

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

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

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

State's Office to Monitor and Combat Trafficking in Persons at

<http://www.state.gov/j/tip/>.

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

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

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

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to

monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

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

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

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

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

(ii) After having conducted due diligence, either—

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

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

(i) Subcontracts.

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

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

(B) Has an estimated value that exceeds \$500,000.

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

I.12 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

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

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

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract,

whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must re-enroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Website: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—

- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;

- (2) Has a value of more than \$3,000; and

- (3) Includes work performed in the United States.

[END OF SECTION I]

SECTION J – LIST OF DOCUMENTS EXHIBITS AND OTHER ATTACHMENTS

Attachment 1: Past Performance Information Sheet

[END OF SECTION J]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**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 FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE (DATE)
52.203-12	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (NOV 2015)
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING (FEB 2016) REQUIREMENTS
52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)
52.225-25	PROHIBITING CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN (OCT 2015)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$19.5 million.

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

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

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

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

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 \$92,319, the provision with its Alternate II applies.

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
 - ☐ (ii) 52.204-20, Predecessor of Offeror.
 - ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
 - ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 - ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - ☐ (vii) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
 - ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

K.3 FAR 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(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 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 or a 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.4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY
LAW (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.

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

The offeror represents that—

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

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

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

K.6 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1999)

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.

K.7 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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 to disclose 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

K.8 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall 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 shall—

- (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.9 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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	(OCT 2016)
52.204-7	SYSTEM FOR AWARD MANAGEMENT	(OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	(AUG 2020)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	(NOV 2021)
	ALTERNATE I	(OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- -IDENTIFICATION OF SUBCONTRACT EFFORT	(OCT 2009)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	(OCT 2018)

L.1 TYPE OF CONTRACT

The Government intends to award multiple indefinite-quantity, indefinite-delivery (IDIQ) services contracts resulting from this solicitation.

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

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

Ms. Patricia Siaso
Regional Acquisition and Assistance Office (ROAA)
USAID/Kosovo
Embassy of the USA,
Rr. 4 Korriku Nr. 25, Pristina, Kosovo 10000

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

L.3 GENERAL INSTRUCTIONS TO OFFERORS

- a) Multiple Awards: USAID anticipates the award of up to four (4) contracts as a result of this solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.
- b) RFP Instructions: Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an offeror does not understand the instructions in this solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline.

- c) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- d) Pre-award Survey: 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 the project conditions; (2) a review of the prime Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Offeror's institution.
- 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) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - 3) Submission of the 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 shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

- f) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

L.4 PROPOSAL SUBMISSION

Offerors will submit their proposals via email to Urime Abdyli at uabdyli@usaid.gov and Hiba Anwar at hanwar@usaid.gov by the stated closing date and time specified in the Cover Letter. Receipt time is when the proposal is received by the USAID internet server. If a proposal is received on time by at least one of the email addresses above, it will be considered timely. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered. The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. Total email size cannot exceed 5 MB. Multiple emails may be sent to accommodate the proposal size and content. All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. **OFFERORS MUST NOT SUBMIT ZIPPED FILES.**

If an Offeror sends an application by multiple emails, indicate in the subject line of the email whether the email relates to the technical or **business proposal**, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). USAID's preference is that each technical and **each business** proposal be submitted as a single email attachment, e.g. that you consolidate the various parts of a technical proposal into a single document before sending it.

For Section K, Offerors shall comply with FAR Clause 52.204-7, System for Award Management and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors on the System for Award Management, www.sam.gov.

The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects, only, while the Business (Cost) Proposal shall present the price and address related issues such as past performance and responsibility. Proposals must be signed by an official who is authorized to bind the entire organization.

The Technical Proposal and Business (Cost) Proposal must be kept separate from each other. Technical Proposals **must not make reference to pricing data** in order that the technical evaluation may be made strictly on the basis of technical merit.

Our preference is that each technical and each Business (Cost) proposal be submitted as a single email attachment, e.g. consolidate the various parts of a technical proposal into a single document.

Questions: All questions and requests for clarification must be received in writing by the date and time and by the contacts indicated on the cover page of the RFP. The written requests for clarifications/questions must contain a subject line, sample: "ABXY, Inc. SOL-XXXX USAID/Kosovo: "Regional Program Support for Balkan countries". Any information given to an Offeror concerning the RFP will also be furnished to all other Offerors as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other Offerors.

Offerors must retain for their records one copy of the proposal and all enclosures which accompany their proposal. Erasures or other changes must be initiated by the person signing the proposal. To facilitate the competitive review of the proposals, USAID will consider only proposals conforming to the format prescribed below.

Government Obligation: The issuance of this solicitation does not in any way obligate the US 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.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Technical proposals are limited to **20 pages (Any pages beyond these 20 pages will not be given to the evaluators)**. Technical proposals shall be written in English and typed using 11 point font size with page number consecutively. Proposals must be legible and require no magnification. **The technical proposal must be organized in accordance with Section M.**

Not included in this page limitation are the following:

- Cover letter submitted with the proposal which is limited to 2 pages
- Table of contents which is limited to 1 page and
- Acronym List which is limited to 1 page

The **Management Plan** section must include the proposed organizational chart and must address how the offeror will fulfill and respond to the requirements of the IDIQ and provide quality support and be responsive to Missions in the Balkans region.

L.6 BUSINESS (COST) PROPOSAL

There is no limit on the number of pages in the business proposals, except as otherwise stated below. The detailed business (cost) proposals must be submitted at Task Order level. The Cost/Business Proposal must contain the following components in the order set forth below:

(a) Part 1 - Standard Form (SF) 33

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

(b) Part 2 - Indirect Cost Information

1. Indirect Cost Information (for the overall IDIQ information)

(i) The Offeror must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal 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 does not have a NICRA, 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 Contractor is a newly-formed organization), must be included in the proposal. The profit and loss statements should detail the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented with information on the offeror's customary indirect cost allocation method together with supporting computations of the basis for the indirect cost rate(s) proposed.

(c) Part 3 – Past Performance:

1. For contracts which do not have multiple reports in the Contractor Performance Assessment Reporting System (CPARS), offerors (including all partners of a joint venture) may use the "Past Performance Information Sheet" (included as Attachment 1) to list past performance information of the contracts involving similar size and work as in Section C of this RFP, for itself and each major subcontractor (one whose proposed cost exceeds 20% of the Offeror's total proposed cost), with a period of performance falling within the last five years. All applicable fields in Attachment 3 must be completed. Offerors must not submit past performance information for contracts in CPARS.

Provide for each of the contracts the information that is required per Attachment 1 "Past Performance Information Sheet." USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

2. If extraordinary problems impact any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
3. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

(d) Part 3 - Evidence of Responsibility:

Limited to 3 pages, the offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. The offeror must address each element of responsibility below. To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

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

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 4 – Branding and Marking Plan

The apparent successful offeror shall submit a branding and marking plan which complies with Section D. **Offerors do not need to submit a branding and marking plan with their initial proposals.**

[END OF SECTION L]

SECTION M – EVALUATION CRITERIA

M.1 GENERAL INFORMATION

- a. The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract awards to the responsible Offerors whose proposals represent the best value to the U.S. Government.
- b. For overall evaluation purposes of this RFP, the technical factor is considered more important to that of price/cost factors.
- c. The Government may award a contract without discussions with Offerors.

M.2 EVALUATION FACTOR

The evaluation criteria listed below defines the standard against which all proposals will be evaluated.

Management Plan

How sound and complete the management plan is and how well the plan describes the processes and approaches necessary to address all the requirements of the IDIQ, including the demonstrated capability to respond to the requirements and the clarity and appropriateness of the organizational chart.

M.3 EVALUATION OF PAST PERFORMANCE

Past performance shall be evaluated in accordance with FAR 15.305(a)(2). Past performance shall not be scored and shall be evaluated on a “Satisfactory/Unsatisfactory/Neutral” basis. A “Neutral” score will be given to Offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive. Offerors determined to have unsatisfactory past performance shall be ineligible for award. The evaluation shall focus on the following aspects:

- The quality of product or service, including customer satisfaction.
- Timeliness of performance, including adherence to contract schedules and other time sensitive project conditions.
- Ability to control costs.
- Business relations, including the history of professional behavior and overall business-like concern for the customer.
- Management and effectiveness of key personnel:

M.4 EVALUATION OF PRICE

Price will be evaluated in accordance with FAR 15.404-1 at the Task Order level.

M.5 DETERMINATION OF COMPETITIVE RANGE:

The Government does not contemplate holding discussions, however, it reserves the right to hold discussions if necessary. The competitive range of offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c).

Offerors are advised that, in accordance with FAR 52.215-1, 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.

M.6 SOURCE SELECTION

In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors as set forth in this solicitation.

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The contracting officer shall award the contract to the offeror whose proposal represents the best value to the U.S. Government.

[END OF SECTION M]

[END OF 72016723R00001]



USAID
FROM THE AMERICAN PEOPLE

RFP Amendment 1 Date of Issuance: January 4, 2023
Revised Closing Date and Time: January 30, 2023 at 9am Kosovo Time

Subject: **Amendment No. 1 to the Request for Proposals (RFP) #72016723R00001**

Activity Title: **USAID Balkan Regional Program Support Activity**

The purpose of this amendment is to:

- a) provide answers to the questions submitted by interested offerors;
- b) to amend the original solicitation; and
- c) to extend the submission due date until January 30, 2023.

The original RFP#72016723R00001 is deleted in its entirety and replaced with the attached RFP included within this posting.

All changes in the amended solicitations are highlighted for ease of reference.

Attached are:

- 1) The amended solicitation RFP#72016723R00001 for the USAID Balkan Regional Program Support Activity and
- 2) Answers to Questions submitted with respect to the solicitation for the USAID/Kosovo's Investment Promotion and Access to Finance Activity.

USAID appreciates the time and effort put into preparing proposals in response to this solicitation.

Questions and Answers

USAID Balkan Regional Program Support Activity

1. **Question:** Section L states that the technical should be organized according to Section M. However, Section M provides only a single criteria of "Management Plan." Can you confirm that is correct? Are offerors obligated to provide representative CVs for personnel to be proposed for illustrative task orders?

Answer 1: Correct. The Offerors are not obligated to provide representative Cvs for personnel to be proposed for illustrative task orders.

2. **Question:** Is there a current incumbent on this same or similar scope of work?

Answer 2: There is no current incumbent on this same or similar scope of work; however, USAID has a similar IDIQ for the similar work in the region under the awards number: AID-167-I-17-00002; AID-167-I-17-00003 and AID-167-I-17-00004.

3. **Question:** Does USAID intend to select a certain number of small businesses among the IDIQ holders?

Answer 3: This is a full and open competition procurement. Small businesses are encouraged to apply.

4. **Question:** Can USAID provide an illustrative task order?

Answer 4: USAID does not have any illustrative task order to share at this stage. Task orders will be issued under the IDIQ after the award of the base award (IDIQ).

5. **Question:** Does USAID intend to provide a budget template and sample labor categories?

Answer 5: Budget will be submitted at Task Order level. Due to the broad Scope of Work, the rates for labor categories are not set at this stage.

6. **Question:** The SOW makes reference to ensuring that key personnel are in the country within 30 days, however there is no description of the types of candidates who are key positions. Our assumption is that this would be determined at the task order stage. Can USAID confirm that is correct?

Answer 6: Correct. Key Personnel will be determined in task order level and expectations are that key personnel are in the country within 30 days at task order level.

7. **Question:** Is the offeror obligated to list an IDIQ manager?

Answer 7: Offeror is not obligated to list an IDIQ manager.

8. **Question:** Are CVs of candidates required for illustrative positions?

Answer 8: CVs of candidates for illustrative positions are not required.

9. **Question:** Pricing is not listed as a requirement in the IDIQ business volume instructions. Please confirm there is no expectation for offerors to develop and submit labor rates or illustrative pricing?

Answer 9: Correct. There is no expectation for offerors to develop and submit labor rates or illustrative pricing.

10. **Question:** Can you confirm the closing date as January 19 9am CET?

Answer 10: The deadline for submission of proposal is extended to January 30, 2023, at 9am CET.

11. **Question:** B.7 FIXED FEE CEILING (Cost Plus Fixed Fee (CPFF) Task Orders Only) Pg.6: Pg 6 states, "In no event, however, may the amount of fixed fee in any individual task order exceed 5 percent of the task order's estimated cost, excluding fee." We respectfully request that USAID consider raising this fixed fee ceiling.

Answer 11: Fixed Fee Ceiling will be negotiated in the task order level as per policies and factors for establishing fee in FAR 15.404-4. Solicitation is amended accordingly.

12. **Question:** SECTION H – SPECIAL CONTRACT REQUIREMENTS H.18 (d)ANNUAL SALARY INCREASES, Pg 36: "(d) Annual Salary Increases: One annual increase salary increase not more than 3% percent may be granted after the employee's completion of each twelve-month period of satisfactory services under the contract." We respectfully request that USAID consider removing this limitation and allow for salary increases to be in line with Contractor's compensation policies. This will also contribute to Contractors' ability to attract and retain high quality staff and remain flexible to changing market conditions on this 5-year project.

Answer 12: USAID will not remove the limitation of the annual salary increase; however, USAID will consider the internal Contractor compensation policies at the task order level.

13. **Question:** SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS L.4 PROPOSAL SUBMISSION, Pg. 63-71 & Pg. 74: P. 74 states, "For Section K, Offerors shall comply with FAR Clause 52.204-7, System for Award Management and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors on the System for Award Management, www.sam.gov." Please confirm that if offerors are registered in and completed the annual representations and certifications in sam.gov, they are not required to complete and submit Section K included on p. 63 of the RFP.

Answer 13: See Section K.2.9(d) of the Solicitation:

"The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation.)"

14. **Question:** L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, Pg 75: Page 79 states: "Cover letter submitted with the proposal which is limited to 2 pages". Would a cover page be included in the page count, or is it considered part of the Cover Letter which is limited to 2 pages?

Answer 14: Cover letter and table of content do not count toward page limitation. The Solicitation is revised accordingly.

15. **Question:** L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, pg 75: p 75 states: "Technical proposals shall be written in English and typed using 11-point font size with page number consecutively." Will USAID accept tables and graphics in a legible 10 pt font?

Answer 15: No, USAID will not accept the 10pt font for tables and graphics.

16. **Question:** L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, pg 75: Will USAID allow annexes to better exhibit capabilities? If yes, would annexes count towards a 20-page limit?

Answer 16: USAID allows annexes; however that will be counted toward the page limitation set up in the solicitation.

17. **Question:** L.6 Cost Proposal, Pg. 75-77: pricing is not listed as a requirement in the IDIQ business volume instructions. Please confirm there is no expectation for offerors to develop and submit labor rates or illustrative pricing?

Answer 17: Correct. There is no expectation for offerors to develop and submit labor rates or illustrative pricing.

18. **Question:** Section B: In section B.2 Contract Types and Services on page 6, the RFP states that the activity will be a multiple-award IDIQ and section L.3 (a) on page 73 anticipates up to three contracts as a result of the solicitation. Would USAID consider setting aside one of the three awards for small businesses? The benefit of doing so would offer the Mission a mechanism to achieve its small business contracting target with a small business MEL implementing partner.

Answer 18: This is a full and open competition procurement. Small businesses are encouraged to apply.

19. **Question:** Section C: Section C.2 Background on page 8 notes the growth in the number of projects and activities being managed by the Missions in the Balkans. Can USAID provide offerors more insight into the projected growth of work in the region, such as targeted sectors and countries?

Answer 19: The growth in the number of projects and activities being managed by the Missions in the Balkan are in the following areas: anti-corruption, disinformation, energy, food security etc. The Country Development Cooperation Strategy (CDCS) of the USAID Missions that will be supported by this IDIQ can be found in the below link:

<https://www.usaid.gov/results-and-data/planning/country-strategies-cdcs>

20. **Question:** Section C.4.4 Key Personnel on page 12 notes that key staff will be identified at the task order level. Does USAID want offerors to present a named IDIQ Manager as a point of contact? If so, should this IDIQ Manager be considered a key personnel at the master contract level?

Answer 20: Offeror may propose an IDIQ manager position, however it is not necessary to list the specific person/CV which will encumber that position. As an Offeror is required to present an organizational chart, the offeror must include all relevant positions that will address how the offeror will fulfill and respond to the requirements of the IDIQ.

21. **Question:**Section L: Section L.5 on page 75 notes which sections are not included against the page limitation. In addition to the cover letter and table of contents, could USIAD consider adding an acronym list to the items that do not count against the 20-page limit?

Answer 21: Acronym list is added to the items that do not count toward page limitations.

22. **Question:**Section M: Section M.6 Source Selection on page 79 states: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors as set forth in this solicitation. This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The contracting officer shall award the contract to the offeror whose proposal represents the best value to the U.S. Government. 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. Question: Since this is an IDIQ and no pricing is requested or being submitted, please clarify how the source selection will be conducted since no trade-off on price is possible. Will the Agency conduct a past performance/technical trade off instead?

Answer 22: Section M of the Solicitation is revised to state “This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The contracting officer shall award the contract to the offeror whose proposal represents the best value to the U.S. Government.” Price will be evaluated in accordance with FAR 15.404-1 at the Task Order level. At the IDIQ level, best value will be determined based on technical and past performance.

23. **Question:** Under Section F.7.(b)6., it states “...contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3).” Will USAID set one of the awards aside for U.S. Small Businesses?

Answer 23: This is full and open competition. Small businesses are encouraged to apply.

24. **Question:** Given answers to questions may be delayed due to the holiday period, would USAID please extend the due date until 15 business days after the publication of answers to questions?

Answer 24: The deadline for submission of proposal is extended to January 30, 2023, at 9am CET.

25. **Question:** Under Section H.16, please provide the FAR or AIDAR clause verifying that all STTAs and consultants must be treated as subcontractors if they are not employees of the contractor or subcontractors. If none exist, we request deletion of this requirement.

Answer 25: USAID will not delete Section H.16. The STTAs and consultants language will be applicable in task order level as well.

26. **Question:** Under Section H.18, please delete the requirement not to exceed 5% of salary or the highest rate of salary in the last 3 years (a)(1), as well as the requirement to limit salary increases to 3% (d), and to treat consultants as subcontractors (e). We request that the requirements in Section H.18 be limited to those specified in AIDAR 752.7007.

Answer 26: Section H.18 is not deleted. AIDAR 752.7007 is applicable. See Answer no.12.

27. **Question:** Please confirm that Section K (pp. 63-71) does not need to be completed provided that the offeror (and any proposed subcontractors) have completed the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors on the System for Award Management, www.sam.gov.

Answer 27: See section K.2 (d) of the solicitation and answer no. 13.

28. **Question:** K.2. states the small business size standard for 541990 is \$35M. This is incorrect. The amount is \$19.5M.

Answer 28: RFP is updated accordingly. The small business size standard for 541990 is 19.5 M.

29. **Question:** L.5. requires an organizational chart. Given that the solicitation is silent on key personnel and/or roles of other personnel, can USAID please clarify which roles they would like represented in the organizational chart? Is the org chart only at the IDIQ level?

Answer 29: Organizational chart is required to submit on IDIQ level. Offeror must demonstrate how they will fulfill and respond to the requirements of the IDIQ.

30. **Question:** L.6. Cost Proposal b Part 2 states: "Proposed Prices for Each Task Order." Can USAID please clarify the intent of this section, as prices are not requested?

Answer 30: Section L.6 is updated accordingly. Offerors are not required to provide prices at the IDIQ level.

31. **Question:** L.6. Part 3, Past Performance, can USAID please explain the rationale for only including past performance information for contracts between \$150,000 and \$250,000 if not in CPARS?

Answer 31: L.6. part 3 of the solicitation is updated. For Offerors which do not have multiple reports in Contractor Performance Assessment Reporting System (CPARS), offerors (including all partners of a joint venture) may use the "Past Performance Information Sheet" (included as Attachment 1 to list past performance information of contracts of similar size and work as in Section C of this RFP.

32. **Question:** L.6. Part 3, Past Performance, can USAID please clarify the total number of past performance references that should be included for prime and subcontractors submitted via Attachment 1?

Answer 32: There is no limitation on the number of past performance information to be submitted.

33. **Question:** Are attachments allowed to the technical proposal (i.e. information on subject matter experts or IDIQ personnel)?

Answer 33: Attachments are allowed to be submitted; however, this will be counted toward page limitation set up in the solicitation.

34. **Question:** Please confirm that text size in tables and figures may be 10 pt. font.

Answer 34: No, USAID will not accept the 10pt font for tables and figures. See Answer no. 15.

35. **Question:** Please confirm that resumes do not count toward the 20 page technical proposal limit.

Answer 35: Cover Letter, table of content and acronym list are not included in page limitation. All other documents are counted toward page limitation.

36. **Question:** Section H.18(a)(1), states “Nor may any individual initial salary or wage, without approval of the Contracting Officer, exceed greater than 5% of the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.” Could USAID remove this requirement, and allow contractors to propose salaries in accordance with AIDAR 752.7007, which states that compensation for contractor personnel must be in accordance with its established policies, procedures, and applicable cost principles? Also, the new biodata sheets 1420-17 do not require salary history anymore, and it is difficult for contractors to obtain salary history, or, in some cases, it is prohibited by certain state laws to require salary history from employees.

Answer 36: Section H.18 (a)(1) of the Solicitation is updated accordingly. The AIDAR 752.7007 is applicable.

37. **Question:** Section H.18(a)(2), states “that compensation to TCNs and CCNs must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country... Unless approved...”. Could USAID please confirm that this restriction does not apply to TCNs and CCNs who are contracted as consultants by the contractor?

Answer 37: Correct. Note that consultants are considered as subcontractors under this award.

38. **Question:** The RFP for Balkan Regional Program Support (No. 72016723R00001) asks that the offeror be able to maintain a roster of experts by subject matter. Should the proposal we are submitting include a table of indicative experts?

Answer 38: Table of roster of experts is not required in the proposal stage. However, Offerors must demonstrate how they will manage and maintain the table.

39. **Question:** Page 75 of the solicitation specifies 20 pages or less for the technical component, mentioning the management plan, which section M.2. elaborates about the "demonstrated capability to respond to task order requirements." Does USAID prefer to see an Executive summary; any Annexes; corporate capabilities; the theory for capacity building; or innovations.?"

Answer 39: USAID does not have any preference on using specific documents. Offerors must adhere to the page limitation stated in the RFP, any preferred method by Offeror is acceptable.

40. **Question:** Pages 75 and 76 specify the cost proposal, to include past performance information about contracts between \$150k and \$250k. If the offerors' awards are larger than this particular range, then we take no action?

Answer 40: Correct. Section L.6 (c) of the Solisication has been updated. Also see answer no. 31.

41. **Question:** Page 74 of the RFP specifies that "USAID's preference is that each technical and each cost proposal be submitted as a single email attachment, e.g., that you consolidate the various parts of a technical proposal into a single document before sending it." Could you please confirm that the two attachments, a technical proposal and a cost proposal, can be submitted in the same email? Or should the technical and the cost proposals be submitted in separate emails?

Answer 41: Correct. Technical and Cost proposals can be submitted in the same email with the two attachments.

42. **Question:** Page 74 of the solicitation specifies that "the Business (Cost) Proposal shall present the price and address related issues such as past performance and responsibility." Could you please clarify whether past performance information should be included into the Cost Proposal or the Technical Proposal?

Answer 42: Past performance must be submitted as part of the cost proposal.

43. **Question:** The Management Plan Section:- Do you expect that the proposed organizational chart includes specific names of staff members or just positions/roles?

Answer 43: USAID does not expect to list specific names listed in the organizational chart. Positions/roles must be presented mirroring the narrative of their responsibility and how they will meet the RFP requirements.

44. **Question:** Do you expect a management approach for each type of expected work/task or an overall management approach regardless of type of assignment?

Answer 44: Overall management approach regardless of type of assignment is expected.

45. **Question:** Do you expect any CVs as part of the management plan?

Answer 45: It is up to the offeror to provide or not CVs as part of the management plan. Please note that all the documents submitted will be counted toward page limitation specified in the Solicitation.

46. **Question:** What main sectors or thematic areas will this IDIQ cover?

Answer 46: Please see the link of Country Development Cooperation Strategies of the Balkan Countries that will be supported by this IDIQ.

<https://www.usaid.gov/results-and-data/planning/country-strategies-cdcs>

47. **Question:** Does USAID require or expect a formal legal registration in one of the Balkan countries?

Answer 47: No. USAID does not require or expect a formal legal registration in one of the Balkan countries.

48. **Question:** Does USAID require or expect any permanent locally based staff in one or several of the Balkan countries?

Answer 48: No, USAID does not expect any permanent locally staff in any of the Balkan countries.

49. **Question:** Is there any requirement for local representation, i.e., involvement of local experts, firms, and/or personnel?

Answer 49: No, there are no requirements for local representation in the IDIQ level. Presence of the personnel on the ground (Balkan Missions) may be expected in the task order level.

50. **Question:** Past Performance: Is there any specific format or a template for describing previous experience?

Answer 50: Attachment 1 - Past performance information sheet needs to be filled out. The Attachment 1 is provided in the Solicitation and it is available to potential offerors.

51. **Question:** Could you please confirm that the past performance should be provided only for the past three years? Can relevant experience beyond the past three years be described?

Answer 51: Past performance is required for the past five years. Solicitation is updated to reflect the number of years for the past performance.

52. **Question:** Could USAID increase the assessed past performance period?

Answer 52: Past performance is required for the past five years. Solicitation is updated to reflect the number of years for the past performance.

53. **Question:** Page 78 of the RFP specifies that effectiveness of key personnel will be evaluated as part of the past performance evaluation. Should we provide names of specific staff members involved in similar projects in the past?

Answer 53: No, there is no need to provide specific names of staff members involved in similar projects in the past. Offerors may also fill out Attachment 1 as part of the submission of past performance information, see answer to No. 31.

54. **Question:** The solicitation refers to the “Past Performance Information Sheet” as Attachment 1 of the solicitation. However, this attachment is missing on page 62. Could USAID please provide it?

Attachment 54: Attachment 1 - Past performance information sheet is provided as an attachment.

55. **Question:** Considering the holiday period between December 23 rd and January 1 st , many U.S. staff will be on leave during that week. Would USAID consider extending the proposal deadline by one week?

Answer 55: The deadline for submission of proposal is extended to January 30, 2023, at 9am CET.

56. **Question:** Will USAID issue Task Orders under this IDIQ by country?

Answer 56: Yes, USAID will issue task orders under this IDIQ by country and by requirements that will arise during the implementation period of the award.

57. **Question:** Page 75, Section L.5 mentions an organizational chart. Could USAID please clarify whether this is a Home Office organizational chart?

Answer 57: Offerors are required to propose an organizational chart that demonstrates how the offeror will fulfill and respond to the requirements of the IDIQ.

58. **Question:** Page 75, Section L.5: Will USAID allow a List of Acronyms to be provided in the Technical Proposal, and not included in the page limitation?

Answer 58: List of Acronyms is added in section L.5 and does not count toward page limitation.

59. **Question:** Past Performance is listed as a requirement in Section L.6(c) Part 3 of the RFP (page 76) which is under the instructions for the Cost Proposal. In addition, page 76 has “(c) Part 3 – Past Performance” and “(d) Part 3 – Evidence of Responsibility”. Can USAID please clarify if Past Performance should be submitted as an annex to the Cost Proposal, and the Evidence of Responsibility should be labeled as “Part 4”? Or should Past Performance be submitted as an annex to the Technical Proposal that would not be included in the 20- page limitation?

Answer 59: Past performance must be submitted as part of the Cost Proposal as well as Evidence of Responsibility.

60. **Question:** Section L.6(c) Part 3 – Past Performance states “For contracts not in PPIRS, offerors must submit past performance information on all contracts between \$150,000 and \$250,000 with a period of performance within the last three years which involve evaluation and assessment performance.”

a. Can Offerors include past performance information on contracts that are not in PPIRS for contracts above \$250,000?

Answer 60.a: Section L.6(c) Part 3 – Past Performance of the Solicitation is updated. See also answer no. 31.

b. Could USAID provide a maximum number of contracts for Offerors to provide, e.g., up to three contracts performed within the last three years?

Answer 60.b: There is no limit of information to be provided in past performance.

c. Can USAID please confirm that Offerors do not need to submit any past performance information for contracts that are already available in PPIRS.

Answer 60.c: Correct. Solicitation is updated accordingly.

61. **Question:** Page 75, L.6 (b) Part 2: Can USAID please confirm that, other than NICRA/other required indirect rate support, there are no other proposed costs required with this IDIQ proposal submission and that will only be provided under a RFTOP?

Answer 61: Correct. The detailed budget will be requested at task order level.

62. **Question:** Does USAID require anything from proposed subcontractors in the cost proposal at this stage? And if so, can USAID please advise if each item is required for all members of our proposed consortium or only those envisioned to be major subcontractors (with more than 20% of the work)?

Answer 62: USAID confirms that at the IDIQ proposal stage nothing is required for the subcontractors as part of the cost proposal.

63. **Question:** Given that the time period for proposal development includes three federal holidays (Christmas, New Year's, and Martin Luther King Day), could USAID please grant a one- week extension to the submission deadline?

Answer 63: The deadline for submission of proposal is extended to January 30, 2023, at 9am CET.

64. **Question:** Section B.7, Fixed Fee Ceiling (page 6) establishes a 5% ceiling on fixed fee, excluding firm fixed price task orders. This fixed fee ceiling is unusually low and limits offerors' ability to price task order proposals based on risk of implementation. Would USAID consider raising the fixed fee ceiling?

Answer 64: Fixed Fee Ceiling will be negotiated in the task order level as per policies and factors for establishing fee in FAR 15.404-4. Solicitation is amended accordingly. See Answer no. 11.

65. **Question:** Section C.4.4, Key Personnel (page 12) notes that "key personnel must be identified in each individual Task Order" but does not provide guidelines on how offerors should structure management of the IDIQ. Given this, will USAID please clarify if USAID has a preference for how offerors staff or structure management of the IDIQ?

Answer 65: USAID does not have any preference on how offerors should structure the management of the IDIQ.

66. **Question:** Section H18, Additional Requirements for Personnel Compensation, sub-section d (page 36) limits annual salary increases to no more than 3%. Given that inflation is currently 13% and is expected to remain above 3% for the next five years, would USAID consider raising the limit on annual salary increases to 5%?

Answer 66: USAID will not remove the limitation of the annual salary increase; however, USAID will consider the internal Contractor compensation policies at the task order level. See Answer no. 12.

67. **Question:** Section L.3, General Instructions to Offerors, sub-section e (page 73) mandates the completion of the Representations, Certifications, and Other Statements of Offerors in Section K.

a. Can USAID confirm that representations and certifications should be submitted as part of the Cost Proposal?

Answer 67.a: See section K.2 (d) of the solicitation and answer no. 13.

b. Can USAID clarify if representations and certifications should be submitted by just the Prime Offeror, or if they are also required from subcontractors?

Answer 67.b: Section K is required to be submitted only by Prime Offerors. See section K.2 (d) of the solicitation and answer no. 13.

68. **Question:** May Offerors include a cover page and acronym list in the Technical Proposal, not subject to the 20-page limit? Please see Section L.5, Instructions for the Preparation of the Technical Proposal (page 75).

Answer 68: Yes. Section L.5 is updated accordingly.

69. **Question:** Section L.6, Cost Proposal, sub-section c (page 76) includes 'Part 3 – Past Performance' under the Cost Proposal. Could USAID please confirm that past performance should be included in the Cost Proposal and not the Technical Proposal?

Answer 69: Yes. Past performance should be submitted under cost proposal.

70. **Question:** May consortiums submit past performance information for major subcontractors in addition to past performance information for the Prime Offeror? Please see Section L.6, Cost Proposal, sub-section c (page 76).

Answer 71: Yes, consortiums may submit information for major subcontractors. See also answer no. 31.

71. **Question:** Sections B.7: The RFP makes mention of CPFF and fixed price Task Orders, but not time and materials type Task Orders. Can USAID confirm that time and materials type Task Orders will not be issued under this IDIQ?

Answer 71: USAID confirms that time and materials task orders will not be issued under this IDIQ.

72. **Question:** Section L.5: Would USAID consider allowing 9 point font size for tables, charts, and graphics?

Answer 72: No, USAID does not accept 9 point font size for tables, charts and graphics.

73. **Question:** Part C. Past Performance: Can USAID clarify its intent for such a low range on the past performance requirement to include contracts only between \$150,000 and \$250,000?

Answer 73: Section L.6 (6) - Past performance of the Solicitation is updated. See Answer no. 31.