

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 17	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
1		See Block 16C		REQ-492-22-000015			
6. ISSUED BY		CODE	720492	7. ADMINISTERED BY (If other than Item 6)		CODE	
USAID/Philippines							
00000							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)	9A. AMENDMENT OF SOLICITATION NO.		
					72049222R00003		
				x	9B. DATED (SEE ITEM 11)		
				12/16/2021			
					10A. MODIFICATION OF CONTRACT/ORDER NO.		
					10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<u>Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific</u>							
The purposes of this amendment are to: 1. Respond to the questions received from prospective offerors on January 14, 2022; 2. Extend the closing date of proposal submission to February 18, 2022; and 3. Revise the RFP to reflect the changes made in response to the questions.							
RFP No. 72049222R00003 is deleted in its entirety and replaced with Amendment No. 1 and is attached to this amendment. Questions and answers are also attached to this amendment as Amendment No. 1 Questions and Answers.							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Jennifer L. Crow, Supervisory Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA JENNIFER LYNN CROW (affiliate) <small>Digitally signed by JENNIFER LYNN CROW (affiliate) Date: 2022.01.26 15:14:52 +08'00'</small>		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		1/26/2022	

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Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific
Questions and Answers

General

1. We would have liked to respond to the following call for projects: DCCP-PACIFIC RFP No. 72049222R00003 published on December 16, 2021. To do this, can you put us in touch with the right people?

USAID: The RFP provides the instructions on how an offeror will submit its proposal. This amendment clarifies and addresses all questions to help offerors in their proposal preparation.

2. I didn't see a link that would take me to the details of the contract. Is it possible that someone can reach out to me and provide me this information?

USAID: The solicitation document provides the requirement that will be set forth in the contract- the link for this information herein: [DCCP-Pacific RFP No. 72049222R00003](#). You can also go to <https://sam.gov> and put the Solicitation number 72049222R00003 in the search box.

3. It seems that attachments for Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific were not published. Will those become available soon?

USAID: The attachment for the DCCP-Pacific solicitation was published and the document included as an attachment. Please see [DCCP-Pacific RFP No. 72049222R00003](#).

4. Could USAID clarify whether offerors are required to only submit responses to Step 1, Technical Concept Note, by February 9, 2022 (Manila Time)? Please indicate whether offerors will subsequently receive an advisory notification after February 9, 2022 and if USAID will then provide a new submission due date for responses to Step 2, Full Technical and Cost Proposal.

USAID: Yes, Offerors are required to only submit responses to Step 1, Technical Concept Note no later than **12:00NN, February 18, 2022 (Manila Time)**. Offerors will receive an advisory notification to inform whether the offeror's proposal qualifies or does not qualify for Step 2 submission of Full Technical Proposal after February 18, 2022. Offerors who qualify for Step 2 will be informed of the new submission due date to respond to Step 2, Full Technical and Cost Proposal.

5. Cover page – Could USAID confirm that offerors are required to only submit responses to Step 1, Technical Concept Note, by February 9, 2022 (Manila Time)? Please indicate whether offerors will subsequently receive an advisory notification after February 9, 2022 and if USAID will then provide a new submission due date for responses to Step 2, Full Technical and Cost Proposal.

USAID: Please see response to question 4.

6. Will USAID allow another opportunity for offerors to ask questions upon launch of Step 2 in the procurement process?

USAID: Yes, only offerors who qualify for Step 2 will have the opportunity to ask questions.

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7. Section H.6 Page 40 Due to the global nature of the digital providers in the Pacific region, such as Australia and Japan, would USAID consider changing the geocode to 935 from 937 in order to access global services and resources?

USAID: USAID will take this into consideration at the time of award.

8. Sections H.8, H.30 Pages 41 & 55 Limitation on Acquisition of Information Technology clause is included twice in the RFP at Section H.8 and H.30. Please review and revise.

USAID: H.30 is deleted. Please see the revised RFP.

9. Section H.29(14), page 54: We respectfully request that USAID remove the following sentence from Section H.29(14) “Copies of all reports received from grantees must be promptly forwarded to the COR,” — the COR will be kept informed of grant program implementation by other means such as project-level quarterly and annual performance reports, however, there is no requirement for the COR to receive grantee reports in ADS 303 or the GUC authorizing language of ADS 302. We also respectfully request that USAID remove the following sentence from the same section: “At the conclusion of the contract, the Contractor must consult with the Contracting Officer for direction as to which records must be transferred to USAID.” While USAID retains the rights to visitation and inspection for three years after the grant completion date, all records under this contract are considered property of the contractor and must be retained in accordance with the contractor’s records retention policies that originate from audit requirements.

USAID: Deleted. Please see the revision in Section H.29(14). However, USAID retains the right to review all documents and reports upon request.

10. Section H.29 (15), page 54: Please note that the Standard Provision entitled “Publications and Media Releases” referenced in Section H.29(15) was replaced by the Standard Provision entitled, “Submission to the Development Experience Clearinghouse and Data Rights (June 2012).” Since the provision does not contain a requirement to seek COR approval before DEC submission, we respectfully request that the requirement to obtain written clearance from the COR before submission to DEC be removed.

USAID: We have reviewed your request and for quality control, USAID retains the right to approve DEC submissions.

11. Section H.32, page 56: Is USAID at the proposal stage stating that Alternate 1 of FAR 52.244-2 will not apply to the resulting contract?

USAID: Alternate 1 of FAR 52.244-2 will apply to the resulting contract. Section H.32 is deleted from the RFP.

Further, can USAID please clarify when USAID states under H.32 (c), “in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor must notify the Contracting Officer in writing of Contractor’s intent to subcontract and obtain Contracting Officer’s approval to award said subcontract(s).” Is USAID requiring that all subcontracts at any

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value be approved by the Contracting Officer (CO)? Requiring CO approval for all subcontracts will seriously impede completing the required deliverables in a timely manner.

[USAID: Section H.32 has been deleted from the RFP.](#)

12. Section H.32, page 56: We respectfully request that Section H.32 Subcontracting Requirements be removed from the RFP, since the substance of the clause is already covered by FAR 52.244-2, FAR 52.215-23, and FAR 52.215-2. As currently written, no minimum thresholds or limitations are specified; applying H.32's requirements to local subcontracts of all types and any value will be excessively burdensome for both the implementing partner and USAID.

[USAID: Section H.32 has been deleted from the RFP.](#)

13. If USAID does not remove H.32 entirely, we respectfully request the following modifications to the clause:

- Qualify that these additional requirements only apply to subcontracts that will include a lower-tier subcontract. This limitation will significantly reduce the burden on USAID and implementing partners without compromising on the objectives of the clause stated in paragraph (b).
- Qualify that these additional requirements will only apply above the simplified acquisition threshold. Without this limitation, even simple vendor agreements or operational service subcontracts would be subjected to these approval requirements; this would likely result in programmatic delays and increased implementation costs.
- Qualify that these additional requirements do not apply if Alternate 1 of FAR 52.244-2 applies. Alternate 1 already provides sufficient assurance to USAID of the Contractor's capacity to accomplish the objectives of the clause stated in paragraph (b).
- Remove paragraph H.32(f), as its substance is already covered by FAR 52.215-2. Alternatively, limit its application to cost reimbursement or time-and-materials-type subcontracts. This level of record-keeping is not appropriate for fixed-price subcontracting where the subcontractor already bears the cost and performance risk and payment is strictly based on completion of fixed-price deliverables.
- Revise paragraph H.32(h) as follows: "Intentional submission of false information required by this clause or willful, grossly negligent non-compliance with the requirements of the clause must be considered a material breach of the contract." Good faith mistakes in complying with the requirements of H.32 should not be considered a material breach, especially given the clause's complexity and extensive scope of application.

[USAID: Please see response to question 12.](#)

14. Section I.5 Page 73 In light of the current judicial stay on enforcement of the federal vaccine mandate for contractors, would USAID consider deleting this clause from the RFP until the stay is lifted?

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USAID: USAID will not delete this clause as the place of performance identified in the solicitation is not in a U.S. state or outlying area subject to a court order prohibiting the application of requirements pursuant to the Executive Order (hereinafter, “Excluded State or Outlying Area”).

AAPD No. 21-042 (Revision 3), issued on December 14, 2021, provides guidance related to any court order affecting the implementation of E.O. 14042 and is incorporated in the RFP.

15. Sections L and M, Evaluation Factors: Would USAID please confirm that offerors should follow the numbering of evaluation factors in Section M? Section L uses Factors 1, 2, and 3, for the evaluation Factors 3, 4, and 5 listed in Section M.

USAID: Offerors must follow the numbering of evaluation factors in Section M consistent with the instructions to offerors in Section L. For Step 1 - Section L and M use Factors 1 and 2 only. For Step 2 - Section L and M use Factors 3, 4, and 5.

16. Section L.5 (p. 101) – Could USAID share the anticipated timeline for the advisory notification following Step 1 Technical Concept Note review and the anticipated due date for submission of the Step 2 full technical and cost proposals?

USAID: The timelines will be provided after the review has been completed. The advisory notification letter will contain this information.

17. Section L.6 (p. 102) – Could USAID confirm offerors may use a non-serif font for maps, charts, and exhibits?

USAID: No. Offerors may use font size smaller than 12-point as long as they remain legible using Times New Roman or similar serif typeface.

18. Section L.6 (p. 102) – As with maps, charts, and exhibits, may the offeror use a smaller, clearly legible font for textboxes?

USAID: Yes. The RFP states that offerors may use font size smaller than 12-point as long as they remain legible using Times New Roman or similar serif typeface.

19. Section L.6 (P. 103) – Can USAID please confirm or clarify the requested subject lines for Step 1 and Step 2 proposal submissions? The listed subjects instructed on page 103 do not seem to be a suitable length for an email subject line.

USAID: The email subject line for Step 1 is: **Solicitation No. 72049222R00003 DCCP-Pacific Activity [Offeror’s name] TECHNICAL CONCEPT NOTE PROPOSAL (STEP 1) Email 1 of XX**

The email subject line for Step 2 is: **Solicitation No. 72049222R00003 DCCP-Pacific Activity [Offeror’s name] TECHNICAL PROPOSAL (STEP 2) Email 1 of XX**

20. Section L.7 Page 105 Can USAID confirm that Offerors may include an acronym list exempt from the page limit as part of Step 1 and Step 2 submissions?

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USAID: Acronym is not part of the Step 1 list of Annexes; Acronym list in Step 2 is optional and is not counted against the page limit.

21. Section L.7, page 106. Regarding both the Step 1 and Step 2 submissions, would USAID allow an acronym list that is not counted toward the respective page limits?

USAID. Please see response to question 20.

22. Section L.7, L.8 Page 105 Will USAID provide feedback on Technical Concept Notes deemed high/some confidence? Will Offerors participating in Step 2 have an opportunity to ask additional questions of USAID and receive answers before the Full Technical Proposal is submitted?

USAID: Yes.

23. Section L.7 Page 107 Does USAID have a specific number of pages as part of the 12-page limit it would like Offerors to use in addressing Factor 2 in the Technical Concept Note?

USAID: Offerors are encouraged to present their proposal within the 12 page limit. There are no specific page limits across sections of the proposal.

24. Section L.8, pages 108-109. Regarding the Step 2 submission, USAID states “The full technical proposal should be limited to 30 pages inclusive of the elements identified in this section and all attachments (including those that are not included in the page limitation below). Could USAID clarify that the cover page/letter, table of contents, executive summary, and all Annexes are not counted toward the 30-page limitation?”

USAID: Yes. Cover page/letter, table of contents, executive summary, and all Annexes are not counted toward the 30-page limitation. However, please follow the limitation set for executive summary which is 2 pages only.

25. Would USAID please confirm that since L.16 (p. 122) is only required for the successful offeror, that offerors do not have to submit legislative reporting information in their proposal? However, if this is required from offerors, please provide instructions as to where offerors should include this information in their proposals.

USAID: The subcontractor’s information should be provided in the proposed subcontractor’s cost proposal.

Technical Questions

26. Section F.6.2, p.16: The RFP states that “Where projects or activities are implemented in particular locations, the MEL Plan must include a discussion on ways to map and track the type of intervention by project component and fund use.” Can USAID provide more clarity on how it anticipates that funds used for specific interventions should be tracked under this contract?

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USAID: USAID tracks and reports all activities under its Development Information Solution (DIS) platform. The Offeror's MEL plan should indicate how this will be tracked and reported by implementing partners.

27. Section F.8, p.26: Per the schedule of deliverables, the Final MEL Plan is due 30 days after award, while the Annual Work Plan is due 45 days after award. Since it is important that revisions to the work plan be reflected in the MEL Plan, would USAID consider amending the schedule of deliverables? A suggestion would be to have the Draft MEL Plan due 30 days after award, and the Final MEL Plan due upon or after submission of the Draft 1st-year Work Plan.

USAID: Please see the revised RFP. The MEL Plan is due 30 days after submission of the annual work plan.

28. Section J.1, p. 140: In the Statement of Objectives, USAID has included the following indicator "Number of institutions with cyber security practices in country that meet the criteria for cyber security Maturity Indicator Level 1 (MIL1) or higher in several or more domains as a result of USG assistance." Would USAID consider expanding this indicator to one that would allow for similar criteria that would allow more wide adoption/application?

USAID: These are illustrative indicators. Offerors may propose indicators that more accurately capture intended outcomes.

29. Section L.7, p. 106: An Organizational Profile is listed as a required annex in Section L7 on Page 126. No further requirements for the Organizational Profile are provided.

- a. Please confirm the Organizational Profile must be included as an Annex.

USAID: Yes.

- b. Please provide requirements for the Organization Profile.

USAID: Organizational profile should include information about the main offeror's company, its history, specialization, and resource and organizational capability.

30. Section L.7, page 106. For the Step 1 submission, USAID requests an Organizational Profile Annex with no instructions on the required content. Would USAID provide instructions for the Annex or consider removing the requirement?

USAID: Please see answer to question 29b.

31. Section L.7.2, p. 107: The RFP requires past performance references to be submitted by major subcontractors (those exceeding 20%).

- a. As offerors will not be providing cost proposals at this stage, and therefore cannot be certain if subcontractors will qualify as major subcontractors, will USAID consider waiving the requirement to submit past performance references from major subcontractors for Step 1 and instead allow for updated past performance submission in Step 2?

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USAID: For Step 1 submissions, past performance information is required for the prime offeror and highly desired for known subcontractors. Offerors may be requested to submit an update in Step 2 for major subcontractors.

- b. If USAID will not allow updated past performance in Step 2, would USAID be willing to accept past performance from subcontractors that will play a significant role but may not reach the 20% threshold?

USAID: Please see response in question 31a.

- 32. L.7.2, Factor 2, Past Performance (p. 107) – Prime Offerors are instructed to provide past performance information for up to 5 (for the prime) of the most recent and relevant contracts for efforts similar to the work in the subject proposal. Could USAID confirm offerors may provide recent and relevant cooperative agreements as past performance information for efforts similar to the work in the subject proposal?

USAID: Yes, Offerors may submit recent and relevant cooperative agreements as past performance information.

- 33. L.7.2, Factor 2, Past Performance (pp. 107-108) – Could USAID confirm “3. Quality Awards or Certifications” and “4. Performance in Using Small Business Concerns”, are both to be included in the Past Performance Information (PPIs) Annex, and that does not count against the 12-page concept paper limit?

USAID: Yes, items 3 and 4 of the Past Performance under Factor 2 should be included in the PPI Annex and does not count against the 12-page technical concept note limit.

Section L.7.2, p. 108: The RFP requires Offerors to “submit past performance information where it utilized or awarded to small business concerns. Provide a narrative summary of your organization's use of small business concerns over the past three (3) years.” Please confirm this should be included in the Past Performance annex and not in the Relevant Experience section of the Technical Concept Paper.

USAID: Yes, small business information should be included in the Past Performance annex.

- 34. Section L.7, p. 106-107: Please confirm that Offeror’s proposals for Step 1 should not include performance indicators or targets as part of the Results/Logical Framework. Per our understanding, performance indicators and targets are only requested in Step 2 proposals.

USAID: That is correct. Performance indicators and targets will be included in the proposed MEL plan under Step 2 proposals.

- 35. Section L.8 and M: The RFP includes instructions for including a MEL plan and CLA plan in Step 2 under both Factor 1 and Factor 3 (or Factor 3 and 5 per Section M). The descriptions of what the MEL plan and CLA plan should include vary slightly under each Factor.

- a. Could USAID please confirm that the MEL plan and CLA plan is under Factor 3 only (Performance Indicators and Targets, also Factor 5 per Section M), and amend the RFP to

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include only one description of instructions for both of these plans under Factor 3 (Factor 5 per Section M)?

USAID: The RFP is amended to correct the number sequencing of the factors mentioned. The MEL and CLA plans are under Factor 5 in both Sections L and M. Please see the revised RFP.

- b. Also, please confirm that the MEL plan and CLA plan will be evaluated under Factor 3 only (Factor 5 per Section M).

USAID: The MEL and CLA plans will be evaluated under Factor 5 only. The RFP is amended to reflect the correct number sequencing of the factors mentioned. Please see the revised RFP.

36. Section L.8, p. 109: The RFP requires submission of biodatas as an annex to the Technical Proposal. However, as biodatas contain cost information, which is not allowed in technical volumes, would USAID please remove this requirement from the technical proposal instructions?

USAID: The cost information on the key personnel should be included in the cost proposal and not the technical proposal.

37. Section L.8, Annexes (p. 109) – Please confirm that for Step 2, Submission of full technical proposal, Contractor Employee Biographical Data Sheets (Form AID 1420-17) should be submitted only with the cost proposal (see L.9(C)2.iv.a., p. 115) and not in an annex to the technical proposal, given these documents can contain cost/salary information.

USAID: Please see response to question 36.

38. Section L.9(C)2.(iv)(b)b., p. 115: “Compensation Plan”, USAID has listed “illustrative” titles. Would USAID please confirm that aside from the key personnel already identified in Section F, offerors may propose their own position titles?

USAID: Titles for Key Personnel are specified in Section F.10.

39. F.10, Key Personnel (p. 28) – Paragraph (1) states that there are “three required positions below” to be included of the up to five designated key personnel positions allowable. On p. 112, Factor 2: Management and Staffing Plan, USAID states that “no less than the following five key personnel” are required to include: “Chief of Party, Deputy Chief of Party, and technical leads for the four components – (Offeror may determine based on their approach whether the same individual can be assigned as Objective team lead for Objectives 2 and 3).”

- a. Can USAID confirm that it expects Offerors to propose 5 Key Personnel?

USAID: Key personnel are limited to five personnel. Offerors can propose merging positions to comply with the limit. Key personnel are specified in the RFP. The RFP is amended to reflect the correct number sequence of this factor (Factor 4 instead of Factor 2). Please see Section L.8 of the revised RFP.

- b. Would USAID please confirm that offerors may either combine the leadership of two components into the scope of work of one individual, or alternately designate technical leads

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for three of the four components, but may choose to have 1 of the leads for a technical component not be a key personnel role?

USAID: Yes. Keeping in mind that there are 5 required key personnel positions *(a) Chief of Party (COP) (b) Deputy Chief of Party (DCOP); (c) 3 Objective Team Leads*). All team leads are considered key personnel as provided for in the RFP. Offerors may propose combining assignments to cover all components.

- c. With this approach, would offerors be allowed to provide CVs for non-key, but important senior technical roles in order for USAID to evaluate the competencies and expertise of these candidates to contribute to the project to contribute to successful implementation?

USAID: Information for non-key personnel is not required.

40. Section F.10, Key Personnel (p. 29) – USAID states that the requirements for the Chief of Party position include “a minimum of ten (10) years of recent management experience at a senior level position on successful projects(s) with similar magnitude, scope to DCCP and demonstrated leadership towards achieving results.” Given many highly relevant senior-level experts have careers that have work spanning across donor-funded development projects, leadership roles in the private sector or ICT-focused organizations, and managing initiatives within government agencies, would USAID consider revising this qualification to read, “a minimum of ten (10) years of recent management experience in senior level positions, such as on successful projects(s), in the private sector, in organizations, and/or government institutions, leading activities with similar magnitude, scope to DCCP and with demonstrated leadership towards achieving results”?

USAID: Relevant experience from the private sector, government and other ICT-focused organizations will be considered in the evaluation for the COP position.

41. Section F.10, Key Personnel (p. 30) – The requirements for the Objective Team Leads include “a minimum of five (5) years of professional experience in the relevant field of his/her assigned objective and in managing teams, project design and planning, budgeting.” Many relevant experts for this role, particularly those hailing from DCCP-Pacific’s target region, have a combination of experience that may include on donor-funded initiatives, in the private sector, and government agencies. In order to provide the most qualified and highest caliber candidates for DCCP-Pacific, could USAID please confirm that experience managing teams, project design and planning, and budgeting not only on donor-funded projects, but also for activities in the private sector and government agencies is considered equally relevant and permissible within these qualifications?

USAID: Relevant experience from the private sector, government and other ICT-focused organizations will be considered in the evaluation for the Objective team lead positions.

42. Attachment J.1, Statement of Objectives (p. 138) – Under Objective 3 USAID states, "This activity will support broadband access and adoption across relevant social sectors, such as health and education." Does USAID envision support across relevant social sectors at the institutional level (e.g. public servants within schools and health clinics) or rather at the user level (e.g. patients, students)?

USAID: Improved access and adoption are viewed from the user level or demand perspective.

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43. Section J.1 Page 140 Of the 12 countries that the USAID DCCP-Pacific is supporting, does USAID have any further guidance on priorities or emphasis for a particular country or sub-region?

USAID: Offerors are encouraged to propose criteria for prioritization in country or sub-region selection.

44. Section J.1 Page 140 Will USAID consider making the country location of the PMO the choice of the Offeror to optimize the proposed technical approach and regional programming?

USAID: Offerors can propose location of the PMO subject to USAID approval upon award of the contract.

45. Attachment J.1, Statement of Objectives, F.a Place of Performance (p. 140) – Would USAID accept an alternative management approach in which the main Project Management Office is in a different Pacific Island Country (PIC) suggested by the Offeror, with a secondary field office in Port Moresby, PNG?

USAID: Please see response to question 44.

46. Section L.7 Page 106 Can USAID clarify what Offerors are required to provide in the Organizational Profile Annex required as part of Step 1 submission? Also, is there a page limit for this Annex?

USAID: Please see response to question 29b. There is no page limit to the Annex.

47. Section L.7 (p. 106) Could USAID clarify the format and what information is to be included in the "Organizational profile" Annex?

USAID: Please see answer to question no. 29b.

48. Section L.7 105, 107 Are Offerors required to address Past Performance as part of the 12-page Technical Concept Note or can Past Performance be addressed entirely in the annex?

USAID: Yes, past performance can be entirely in the Annex with a reference in the technical concept note.

49. Section L.8, M.2.2 108, Page 129 Can USAID please explain how an Offeror's Technical Concept Note will be incorporated or factored into the Full Technical Proposal / Step 2 submission and review process?

USAID: Offerors invited to submit proposals for Step 2 are encouraged to provide more specificity and information following the RFP guidance and consistent with their Step 1 proposal.

50. Section L.8.2 Factor 2: Management and Staffing Plan, (p. 111) – USAID states that “the Offeror must provide relevant contractor biographical data sheets and CVs/resumes for each key personnel proposed, describing their educational qualifications and professional experience not to

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exceed two pages. The Annex will also include each position describing their roles and responsibilities, relationship to other key personnel and staff.” Can USAID please confirm that:

- a. The page limit for CVs/resumes is 2 pages per individual?

[USAID: Yes, 2 pages per individual is the limit.](#)

- b. The position description for each key personnel role is not included in the 2-page limit, and that that position description would be up to an additional page following the CV/resume?

[USAID: Position description is not part of the 2-page limit for the CV/resumes.](#)

51. Section L.8., page 109. Given that the Contractor Employee Biographical Data Sheet (Form AID 1420-17) contains proposed salary information, can USAID confirm that these should be placed in an Annex of the cost/price proposal and not the technical proposal?

[USAID: Please see response to question 36.](#)

52. Section L.8.2, p. 109-111: The RFP lists the CLA plan and MEL plan as two separate annexes. However, learning is included in both and typically the MEL plan and CLA plan are related.

- a. Would USAID consider Offeror’s including just one MEL annex evaluated for Factor 3 that is inclusive of its plan for CLA to avoid redundancy in terms of describing learning, evaluation, and adaptive management under two separate plans/annexes?

[USAID: MEL and CLA plans will be examined separately and should be contained in separate annexes. The RFP is amended to reflect the correct number sequence of this factor. Please see Section L.8 of the revised RFP.](#)

- b. If not, Can USAID Confirm that Factor 3 of the Full Technical Proposal comprises the Annex for the MEL plan and the Annex for the CLA Plan, which will not be counted in the page limit for the Technical Proposal?

[USAID: Annexes will not be counted in the page limit.](#)

53. Section L.8.2, p. 111: Under Factor 2: Management and Staffing Plan, it states that “the offeror must propose no less than the following five key personnel to lead the successful implementation of this activity including a Chief of Party, DCOP and technical leads for the four components.” these positions grouped would total six key personnel. If the offeror does not elect to merge two objectives under one lead, can the offeror determine which of the positions are key as long as they include the COP and total five positions?

[USAID: Key personnel are limited to five personnel. Offerors can propose merging positions to comply with the limit. Key personnel are specified in the RFP. The RFP is amended to reflect the correct number sequence of this factor \(Factor 4 instead of Factor 2\). Please see Section L.8 of the revised RFP.](#)

RFP No. 72049222R00003, Amendment 1
Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific
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54. Section L.17 Page 124 Can USAID confirm that this section and its requirement to submit a branding and marking plan can be met by the submission of the draft Branding Implementation Plan and Marking Plan required by Section L.11?

USAID: The draft Branding Implementation Plan and Marking Plan in Section L.11 must be submitted together with the full technical proposal for Step 2. The final Branding Implementation Plan and Marking Plan must be submitted 30 days after contract award.

55. Section M.2.2 Page 129 Can USAID please confirm the evaluation and scoring from Step 1 is separate and distinct and will not be factored in or have a bearing on the evaluation for Step 2?

USAID: Evaluation for Steps 1 and 2 will be separate and distinct. Only those who pass the evaluation in Step 1 will be invited to participate in Step 2.

56. Could USAID confirm whether they would accept Public International Organizations (PIOs) as subcontractors within bidding implementer teams?

USAID: A PIO will not be excluded from participating as a sub-partner in submission of an offer.

Cost Questions:

57. Section B.5 Page 3 There is a typo in this section. The referenced section for Fixed Fee Payment Schedule needs to be updated to Section F.9.

USAID: Section B.5 has been revised to replace F.8 with F.9. Please see the revised RFP.

58. Section B.5, Payment of Fixed Fee (p. 3, 27, 113, and 118) – Can USAID please clarify the instructions for the Fee Payment Schedule?

- a. USAID states payment of fixed fee will be “in accordance with the fixed fee payment schedule in Section F.8 of the contract.” However, Section F.8 of the RFP refers to “Reporting, Deliverables, Delivery Schedule.” Can USAID clarify whether they mean to reference RFP Section F.9?

USAID: Please see response to question 57.

- b. Additionally, Section F.9 Fixed Fee Payment Schedule (p. 27) states that the Offer must propose a Fixed Fee Payment Schedule as required in Section L. However, section L.9 (C) 2. Proposed Cost/Price states “Please see Section F.8 for additional instructions” (p. 113).

USAID: Section L.9(C) 2 has been revised to replace F.8 with F.9. Please see the revised RFP.

- c. Furthermore, on page 118, the RFP states “Propose fee with rational supported by application of the profit-analysis factors.”

USAID: The offeror shall propose a fee in consideration of the profit-analysis factors stipulated in FAR 15.404-4(4)(d)(1)(i) through (vi).

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59. Sections B.8 and B.9 Page 6 As currently worded, the second paragraph in B.9 seems to suggest that USAID intends to include an Offeror's negotiated provisional or predetermined rates in B.9 as the ceiling on indirect rates. Can USAID please confirm that Offerors should instead propose indirect rate ceilings for inclusion in B.9 as distinct from the Offeror's provisional indirect rates?

USAID: In addition to the NICRA, offerors should propose indirect rate ceilings for inclusion in B.9.

60. Section B.9 Page 6 A company's indirect rates are widely acknowledged to be proprietary and sensitive financial information, the disclosure of which could result in competitive harm and, consistent with the Trade Secrets Act, should therefore be protected from such disclosure to third parties, including to competitors. Thus, we respectfully request that the Major Subcontractor's indirect rate information, including indirect rate ceilings, not be included in the final Contract.

USAID: Only the prime contractor's indirect cost rates will be reflected in the contract.

61. Section F.9, p. 27: For preparation of the Fixed Fee Schedule that will be incorporated in F.9, should offerors use the deliverables in F.8 for column A, since B.5 indicates that payment of fixed fee will be in accordance with F.8?

USAID: Section B.5 has been revised to replace F.8 with F.9. Please see the revised RFP.

62. Section H.2, p. 37: The DBA provided are for years 2015 – 2021 and include a base period and three option years. Please confirm these rates will be the same as aligned to the years of the contract (base period years 1-4; option year 5) or will a different schedule apply?

USAID: The rates provided in the DBA matrix refer to the base year, option periods and extensions of the DBA insurance contract with AWAC. The applicable rate that should be followed is the Contract Year Extension Period of Performance 12/1/21 - 04/30/22 until further notice.

63. Section H.27, p. 52: The RFP states "VAT and custom duties are excluded from the price of this contract. The COR will assist the Contractor in obtaining this exception from the Government in the country." Can USAID confirm this applies in all countries in which DCCP – Pacific may operate?

USAID: USAID is still working with Pacific Islands governments to secure a bilateral agreement. USAID will provide a letter of introduction/support recognizing that USAID has a business relationship with the Implementing Partner.

64. H.27 53 This clause establishes that VAT and custom duties are to be excluded from the contract and that the COR will assist in obtaining tax exemptions from the relevant country Government. Can USAID provide any relevant bilateral agreements that would entitle the contractor to such exemptions and any existing guidance regarding the obtaining of these exemptions in the relevant countries?

USAID: Please see response to question 63.

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65. Section H.29, Grants Under Contract (2) (p. 53) – USAID states the following:

(2) In accordance with ADS 302 and ADS 303, the total value of any individual grant to a U.S. organization, if any, must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. organizations.

With the changes in ADS 302.3.4.13 GUC effective July 22, 2021, where the award amount threshold for an individual grant to a U.S. NGO must not exceed the Simplified Acquisition Threshold (SAT) which is currently at \$250,000, can the ceiling amount of \$100,000 stated in H.29 (2) of the RFP be revised to reflect the current SAT of \$250,000 applicable to U.S. NGOs?

USAID: The RFP has been updated to reflect the Simplified Acquisition Threshold (SAT) which is currently at \$250,000.

66. Section H.29(2), page 53: In USAID's update to ADS 302.3.4.13 on July 22, 2021, the value of a grant to a U.S. organization was increased to the simplified acquisition threshold. Will USAID modify the language in section H.29(2) to incorporate this regulatory update?

USAID: Please see response to question 65.

67. Section J.3, Budget Template: The second page of J.3 instructs offerors to include allowances under Fringe Benefits, but also has a separate line item for Allowances. Please clarify where offerors should budget for allowances.

USAID: Allowances are treated as a separate budget line item. The revised RFP reflects this change.

68. Section J.3, Budget Template: The tables provided in J.3 do not account for Year 5 as an option year. Should offerors include a separate total column for Years 1-4 and then a second total column for Years 1-4 + Year 5 in their budgets?

USAID: Please see the revised budget template in Attachment J.3.

69. Attachment J.3, page 145. Can USAID confirm that the Sample Budget Template provided in Attachment J.3. is only a sample, meaning offerors can reformat the template for consistency with all other RFP cost instructions?J.3

USAID: Attachment J.3 Sample Budget Template is USAID's preferred budget template to allow a more streamlined cost evaluation across all offerors.

70. Section J.5 Page 149, 150 The local compensation plans provided by the RFP for Papua New Guinea and Fiji are provided in local currency. Can USAID please provide exchange rates to use for these two locations to ensure consistency across offers?

USAID: The exchange rate used for Papua New Guinea local compensation plan is USD1 = 3.419 PNG Kina. The exchange rate for Fiji is USD1 = 1.80 Fiji Dollar.

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71. Section L.9(C)2.(iv)(b)b., p. 115 “Fringe Benefits” USAID states that for local staff, offerors should “include only the social contributions...in accordance with the labor law”. May offerors budget for benefits in excess of legally required benefits, if such benefits are considered customary in-country, and necessary to attract qualified candidates?

USAID: The benefits afforded to local staff should conform with the mandatory labor laws specific to each country and the offeror’s benefits policy.

72. Section L.9(c)2., p. 116: Under “Travel and Transportation” the RFP states “The cost proposal will indicate the number of trips, domestic and international, and the estimated costs per trip along with justification for the travel in the cost narrative. Specify the origin and destination for each proposed trip, duration of travel, name/position of personnel, and number of individuals traveling.” Given the program will be located across 12 islands with changing priorities, would USAID consider removing “Specify the origin and destination for each proposed trip, duration of travel, name/position of personnel, and number of individuals traveling”?

USAID: The costs associated with travel and transportation must be consistent with the technical approach. Travel and transportation budget is an estimate. USAID, for cost realism purposes, would like to know the basis of the proposed costs, the origin, destination, duration of travel and number of personnel traveling.

73. Section L.9.6., p. 118: The RFP only requires that the prime contractor provide an evidence of responsibility form. However, Section L.15 indicates that subs must also demonstrate sufficient evidence of responsibility. Would USAID please confirm if subcontractors should also complete the evidence of responsibility form in FAR 9.104-1 and that the forms should be included in the same section of the cost volume as the prime’s evidence of responsibility?

USAID: When subcontracting, the prime contractor must comply with the FAR 44.202-2 Considerations.

74. If applicable, for requirements under L.9(C)2.(iv)(b)b., p. 117: “Indirect Costs”, would USAID please allow prime contractors to provide reviewed financials, rather than audited financials, from small business major subcontractors, in line with Exemptions for Small Business Offerors in L.12 of the RFP?

USAID: The RFP states in Section L.12 that small business offerors must include either the Audited Financial Statements or the Reviewed Financial Statements in the absence of a negotiated indirect cost rate (NICRA).

75. Section L.9(C)2.(iv)(b)b., p. 116: “Subcontracts”, USAID states that time-and-materials subcontracts are not allowed. Would USAID please consider revising this instruction since many small and local firms who are new to USAID are unable to meet the indirect cost rate requirements of having either a NICRA or 2 years of externally audited or reviewed financials? Further, as many firms operate in the commercial space and bill commercial rates rather than salaries + indirect rates, their systems may not be set up to break out salaries from indirect cost rates. However, if USAID will not entertain T&M subcontracts, please provide guidance on what type of mechanism USAID would entertain for major subcontractors who are unable to provide

RFP No. 72049222R00003, Amendment 1
Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific
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sufficient indirect cost documentation and whose SOWs are not conducive to firm-fixed-price mechanisms.

USAID: The T&M subcontract restriction has been removed from the RFP. Please see Section L.9 of the revised RFP.

76. Section L.9, page 112: The RFP states, under the heading for “Subcontracts,” that “Time and Material subcontracts will not be allowed.” This ban on using Time and Materials (T&M) mechanisms restricts subcontractors’ ability to furnish long-term personnel who will provide technical assistance to the DCCP Activity. T&M subcontracts may be appropriate where there is an estimable amount of labor required over an extended period, but contingencies and/or uncertainties in the performance make it impractical to determine costs with sufficient accuracy to set fixed prices. Therefore, we respectfully ask USAID to remove the T&M subcontract restriction from the DCCP RFP to provide offerors with flexibility to determine subcontract mechanisms conducive to offerors’ envisioned technical approaches and performance work statements.

USAID: Please see response to question 76.

77. Section L.9(C)(3), page 118: The RFP lists Completed Section K as a submission requirement with the Cost Volume only for offerors and major subcontractors, but Section L.13 appears to require a completed Section K from each proposed subcontractor. Can USAID please clarify whether a Completed Section K should be submitted with the Cost Volume for each proposed subcontractor, or only for major subcontractors?

USAID: Completion of Section K is required for the prime and major subcontractors only. The revised RFP reflects this change.

78. Section L.9 (C)(2), page 114. USAID states “The Offeror must present a summary budget that segregates cost by Objective as shown in Section B.4 above.” However, Section B.4 does not disaggregate costs by Objective, but rather CLINs. Can USAID confirm that the offeror should only present a summary budget in accordance with the CLINs as presented in Section B.4?

USAID: Yes, USAID confirms that the offeror should present a summary budget in accordance with CLINs. Section L.9(C)2(b) is revised to replace Objective with CLIN.

79. Would USAID please remove the requirement from L.13, p. 121-122 that subcontractors be registered in SAM, since SAM registration requirements in FAR 52.204-7 do not flow down to subs?

USAID: USAID/Philippines prefers that subcontractors be registered in SAM, unless there are considerations that prevent them from being registered.



USAID | PHILIPPINES

FROM THE AMERICAN PEOPLE

RFP Issuance Date: December 16, 2021
Questions Closing Date and Time: January 14, 2022, 8:00AM, Manila Time
RFP New Closing Date and Time: February 18, 2022, 12:00NN, Manila Time

Subject: Request for Proposal (RFP) No. 72049222R00003 Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific

Dear Prospective Offeror:

The United States Government, represented by the United States Agency for International Development Mission to the Philippines, Pacific Islands and Mongolia (USAID/Philippines), is soliciting proposals from qualified organizations interested in providing the services described in the attached solicitation.

USAID is soliciting a cost plus fixed fee (CPFF), completion contract with a 4-year base and 1 year option for a maximum performance period of five (5) years. The maximum amount of the contract (cost and fee) is \$24 million, subject to the availability of funds. The principal geographic code is 937 and the NAICS code is 541990.

This solicitation, amendments to this solicitation, and announcement of contract award will be made available through the government point of entry at [SAM.gov](https://sam.gov) | [Home](#). It is the Offeror's responsibility to check this site periodically for official updates to this solicitation.

USAID/Philippines reserves the right to reject any or all offers if such action is considered to be in the best interest of the U.S. Government. Issuance of this solicitation and receipt of proposals from interested Offerors neither obligates USAID/Philippines to award a contract nor does it constitute a commitment to pay any costs incurred by the Offerors in the preparation of their submissions.

Sincerely,

Stephane C. Bright

Stéphane C. Bright
Contracting Officer
Regional Office of Acquisition and Assistance

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 153	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72049222R00003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/16/2021	
6. REQUISITION/PURCHASE NUMBER REQ-492-22-000015		7. ISSUED BY USAID/Philippines 00000		8. ADDRESS OFFER TO (If other than Item 7) See schedule			

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

SOLICITATION																
9. Sealed offers in original and <u>1</u> 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>12:00NN</u> local time <u>02/09/2022</u> (Hour) (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:		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="3">A. NAME Haidee Juanillo</td> <td colspan="3">B. TELEPHONE (NO COLLECT CALLS)</td> <td>C. E-MAIL ADDRESS hjuanillo@usaid.gov</td> </tr> <tr> <td>AREA CODE +632</td> <td>NUMBER 5301-6648</td> <td>EXT. </td> <td colspan="3"></td> </tr> </table>		A. NAME Haidee Juanillo			B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS hjuanillo@usaid.gov	AREA CODE +632	NUMBER 5301-6648	EXT. 			
A. NAME Haidee Juanillo			B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS hjuanillo@usaid.gov										
AREA CODE +632	NUMBER 5301-6648	EXT. 														

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	59-75
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	7	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	76
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>0</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 <i>(See Section I, Clause No. 52.232.8)</i>		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER	EXT.	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 <i>(4 copies unless otherwise specified)</i>	
24. ADMINISTERED BY <i>(If other than Item 7)</i>		25. PAYMENT WILL BE MADE BY		26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Stephane C. Bright Stéphane C. Bright	
CODE		CODE		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
				28. AWARD DATE	

PART I - SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The Digital Connectivity and Cybersecurity Partnership (DCCP) Pacific activity seeks to advance an open, interoperable, reliable, and secure connectivity in the Pacific Island countries (PICs) by (1) improving broadband access; (2) strengthening digital policy and regulations; (3) advancing digital platforms and solutions for the delivery of public services; and (4) upgrading of digital skills and literacy.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) Completion-type contract as defined in Federal Acquisition Regulation (FAR) Part 16.

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

- (a) The estimated cost for the performance of the work required for the four (4) years base period, exclusive of fixed fee, if any, is [\$TBD]. The fixed fee, if any, is [\$TBD]. The total estimated cost plus fixed fee, if any, is [\$TBD]. The Contractor shall not be paid any sum in excess of this amount.
- (b) The estimated cost for the performance of the work required for the one-year option period, exclusive of fixed fee, if any, is [\$TBD]. The fixed fee for the one-year option period, if any, is [\$TBD]. The Contractor shall not be paid any sum in excess of this amount.
- (c) Within the estimated cost-plus-fixed fee amounts specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is [\$TBD]. The Contractor must not exceed the obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232- 22).
- (d) Funding for this contract will be on an incremental basis, subject to the availability of funds. Funds obligated are anticipated to be sufficient through [To be inserted at the time of award].

B.4 BUDGET SCHEDULE

CLIN	LINE ITEM	TOTAL
Base Period (Years 1-4)		
001	Direct Costs (Inclusive of Subcontracts)	\$TBD
	Indirect Costs	\$TBD
	Fixed Fee	\$TBD
	Grants Under Contract (GUC)	\$TBD
Total Estimated Cost Plus Fixed Fee		\$TBD*
Option Year 1 (Year 5)		
002	Direct Costs (Inclusive of Subcontracts)	\$TBD
	Indirect Costs	\$TBD
	Fixed Fee	\$TBD
Total Estimated Cost Plus Fixed Fee		\$TBD*

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

These CLIN amounts may not be adjusted without a written modification signed by the Contracting Officer. The Contractor will not bill any amounts against this contract in excess of the amounts specified for each line item as illustrated above. The base amount and option year 1 amount cannot exceed the total estimated amount of the contract.

B.5 PAYMENT OF FIXED FEE

Pursuant to FAR 16.306(d)(1), payment of the fixed fee shall be based on the achievement of the targets and deliverables in the PWS and in accordance with the fixed fee payment schedule in Section F.98 of the contract.

All fixed fee payments are subject to the inspection and acceptance by USAID as specified in Section E of the same and in compliance with the terms of this contract. Upon successful completion of a deliverable, the Contractor must provide evidence of its achievement in accordance with performance standards specified in Section E to the Contracting Officer's Representative (COR). Upon receipt of concurrence by the COR, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable. In the event of discontinuance of the work in accordance with the clause of the contract entitled FAR 52.249-6 Termination (Cost Reimbursement), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed.

The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable. Pursuant to FAR 52.216-8

Fixed Fee, after payment of 85 percent of the fixed fee, further payment of the fee will be withheld until a reserve is set aside not to exceed 15 percent of the total fixed fee or \$100,000 whichever is less.

B.6 CANCELLATION PROCEDURES

This contract is subject to the requirements of FAR 17.106.

(a) Performance under this contract during the second and subsequent program years is contingent upon the appropriation of funds. All program years except the first are subject to cancellation. Cancellation shall occur by the dates specified below 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.

(b) Cancellation Ceiling:

This is a CPFF type contract where the Contractor is authorized to be reimbursed for costs which are allowable in accordance with FAR 52.216-7, "Allowable Cost and Payment." Therefore, the Contractor will not incur any costs which would have been amortized over the life of the contract must the contract be cancelled in accordance with FAR 52.217-2.

The Government's liability for cancellation charges shall not exceed *[\$TBD]*. This amount will be reduced in accordance with FAR 17.106-1 (1) (c) at the conclusion of each program year, as follows:

Program Year (Base period years 1-4)	Cancellation Date	Cancellation Ceiling (US \$)
Year 1		
Year 2		
Year 3		
Year 4		
Option Year 5		

B.7 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allowable and allocable costs determined in accordance with FAR 31 (Contract Cost Principles), OMB A-21 (Cost Principles for Educational Institutions), FAR 52.216-7 (Allowable Cost and Payment), FAR 52.216-8

(Fixed Fee), if applicable, and AIDAR 752.7003 (Documentation for Payment), in order to be reimbursable under this contract.

The following clauses incorporated by reference in Section I are applicable as follows:

- (1) FAR 52.232-20 Limitation of Cost - applies when the contract is fully funded.
- (2) FAR 52.232-22 Limitation of Funds - applies when the contract is funded in an amount less than the total cost-plus-fixed-fee.

B.8 INDIRECT COST

The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

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

Description (TBD)	Rate (TBD)	Base (TBD)	Type (TBD)	Period (TBD)
1/ Base of Application: Type of Rate: Period: Source:				
2/ Base of Application: Type of Rate: Period: Source:				

B.9 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

Ceilings are not applicable to Small Business Offerors or local organizations serving as the prime or a subcontractor.

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

- (a) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

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

1/ Base of Application:
Period:

2/ Base of Application:
Period:

3/ Base of Application
Period:

NOTE: Insert additional indirect rates as needed for all primes ~~and major subcontractors~~ in the above table.

- (b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.
- (c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

[END OF SECTION B]

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SECTION C - DESCRIPTION/PERFORMANCE WORK STATEMENT

[Contents of this Section shall be derived from the Contractor's proposed Performance Work Statement (PWS)].

Refer to Attachment J.1 for the Statement of Objectives (SOO), which includes the purpose, background, scope, objectives, and desired outcomes.

[END OF SECTION C]

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SECTION D - PACKAGING AND MARKING

D.1 MARKING AND BRANDING STRATEGY

The Contractor shall submit a final branding implementation plan and marking plan no later than 30 days after award. The plan must be in accordance with ADS 320.3.2.

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” at <https://www.usaid.gov/sites/default/files/documents/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

Anticipated elements of the marking plan: Deliverables to be marked, include 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 https://www.usaid.gov/sites/default/files/documents/1869/USAID_GSM-02_04_2020.pdf

D.2 AIDAR 752.7009 MARKING (JAN 1993)

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

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

D.3 BRANDING

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 are excluded unless otherwise indicated in the award (Contract).

Activity name: This activity will be named Digital Connectivity and Cybersecurity Partnership (DCCP)-Pacific. It is anticipated that the Final Report under this award will be visibly branded as a USAID project utilizing the appropriate USAID/Philippines templates. Desired level of visibility: All publications, public materials and documents, public communication, media releases, press conferences and public events should incorporate the USAID identity. Approval by the USAID Mission Development Outreach and Communication Officer (DOC) to be obtained through the COR should be received before using any materials which incorporate the USAID identity.

Limitations: USAID places limitations on the release of sensitive or confidential information in the materials produced in performing the contract. The contractor should consult through the COR with the Contracting Officer and the Regional Legal Officer or Office of the General Counsel.

The Marking Plan enumerates the public communications, commodities and program materials and other items that visibly bear or will be marked with the USAID identity (e.g., program sites, evaluations and reports, events, and commodities). It should include a table specifying the expected program deliverables to be produced under this Award and whether they will be marked or not. The Marking Plan is where requests for exceptions to marking requirements can be made. News releases/media alerts must be coordinated with the COR. In general, all releases/alerts are issued by the U.S. Embassy on behalf of USAID, and USAID only submits these to the U.S. Embassy Public Affairs Office.

News releases/media alerts must be coordinated with the COR. In general, all releases/alerts are issued by the U.S. Embassy on behalf of USAID, and USAID only submits these to the U.S. Embassy Public Affairs Office.

D.4 BRANDING AND MARKING POLICY

In accordance with provision D.2 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” at <https://www.usaid.gov/ads/policy/300/320>; and USAID “Graphic Standards Manual” available at

<http://www.usaid.gov/branding/>, or any successor branding policy.

D.5 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION AND MARKING PLAN

The contractor's Branding Implementation and Marking Plan dated (TBD) is hereby approved by the Contracting Officer for the life of the award, unless otherwise rescinded earlier. The contractor will follow the plan during implementation of this contract and will request and obtain waivers from the Contracting Officer when required. Guidance on applying for waivers can be found in USAID Automated Directives System Chapter 320, Branding and Marking.

D.6 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments must identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- (b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent /appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions must be similarly located and of similar size and appearance.

(End of Clause)

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See http://www.acquisition.gov/far/part-52#FAR_52_252_2 for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	Inspection of Supplies-Cost Reimbursement	May 2001
52.246-5	Inspection of Services-Cost Reimbursement	Apr 1984

E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place at the 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 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The QASP will be used to enforce the inspection and acceptance clauses of the contract. The QASP will be submitted by the Contractor to the COR.

The QASP will be co-developed during the collaboration workshop that will take place within 30 days after award of the contract. The QASP will be submitted to the COR for approval 30 days after the collaboration workshop. The contractor and the COR will establish the procedures on how the assessment/inspection process will be conducted. The QASP will require the detailed process for a continuous oversight process:

- What will be monitored?
- How will monitoring take place?
- Who will conduct the monitoring?
- How will monitoring efforts and results be documented?

The Contractor is responsible for implementing and delivering performance that meets contract standards using its Monitoring, Evaluation, and Learning (MEL) Plan. The QASP does not detail how the contractor accomplishes the work. Rather, it provides the structure for the government’s surveillance of the contractor’s performance to assure that it meets contract standards. It is the

government's responsibility to be objective, fair and consistent in evaluating contractor performance.

The QASP will be reviewed and updated as necessary. The Government reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right performance results are being assessed and that the performance standards are appropriate. The COR will ensure that the QASP is implemented and updated.

[END OF SECTION E]

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2 PERIOD OF PERFORMANCE

This contract’s period of performance is a four (4) year base, one (1) one year option.

F.3 PLACE OF PERFORMANCE

DCCP – Pacific will be implemented in up to 12 Pacific Island Countries (PICs) including the Federated States of Micronesia (FSM), Fiji, Kiribati, Nauru, Palau, Papua New Guinea (PNG), Republic of the Marshall Islands (RMI), Samoa, Solomon Islands, Tonga, Tuvalu, and Vanuatu.

F.4 AUTHORIZED WORK WEEK

The standard work week is from Monday through Friday. No overtime or premium pay is authorized under this Contract. The Contractor is authorized up to a five-day work week for long-term staff. A six- day work week may be authorized on a case by case basis with the prior written approval of the designated Contracting Officer’s Representative (COR).

F.5 PERFORMANCE STANDARDS

The COR and the Contracting Officer will jointly conduct the evaluation of the Contractor’s overall performance and this evaluation shall form the basis of the Contractor's permanent performance record with regard to this contract as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor’s performance under this contract will be evaluated annually and at contract completion, in accordance with the Contractor Performance Assessment Reporting System (CPARS), utilizing at minimum, the following factors:

1. Quality;
2. Schedule;
3. Cost control;
4. Management;
5. Utilization of Small Business (as applicable);
6. Regulatory Compliance; and
7. Other Areas (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

F.6 REQUIRED REPORTS

The Contractor must submit required reports and deliverables to the COR specified in Section G with a copy to the cognizant Contracting Officer.

All deliverables and required reporting must be submitted in the English language, unless otherwise specified. The Contractor must promptly notify the COR, of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract. The COR and the Contractor will develop a standard format for submission of all deliverables during the collaborative workshop that will take place within the first 30 days after contract award.

F.6.1 Annual Work Plan

The Annual Work Plan will be developed in collaboration with the COR within 45 days after award of the contract.

The Annual Work Plan that must be supported by a budget that will be a guide to the implementation of the contract. The Annual Work Plan and budget must have a link to the performance targets, deliverables and results as laid out in the Activity Monitoring, Evaluation and Learning Plan (AMELP) and must be consistent with the PWS. It must describe the annual and life of project (LOP) performance indicators and targets with an explanation of how those achievements are expected to contribute to the DCCP-Pacific objectives.

The Contractor must submit subsequent Annual Work Plans to the COR for review and approval no later than 60 days prior to the end of the USG fiscal year (September 30). The Annual Work Plan will be closely tied to the PWS. The Annual Work Plan will include a list of clearly defined Tasks, Activities, Deliverables, Benchmarks and Indicator Targets, and must have no inconsistencies with the PWS. The Contractor must not include activities in the work plan that fall outside the parameters of the PWS.

To the greatest extent possible, the Contractor will include both men and women in all aspects of this activity including participation and leadership in e.g., meetings, training, etc. The Contractor must collect, analyze and submit to USAID sex- disaggregated data and proposed actions that will address any identified gender-related issues. To ensure that USAID assistance makes the maximum optimal contribution to gender equality, performance

management systems and evaluations must include gender- sensitive indicators and sex-disaggregated data when the technical analyses supporting the contract demonstrates that:

- The different roles and status of women and men affect the activities to be undertaken; and
- The anticipated results of the work would affect women and men differently.

The Contractor's Annual Work Plan will describe how the contractor intends to organize responsibilities among its staff to ensure accomplishment of the tasks. The Annual Work Plan, at a minimum, will include:

- A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different results and sub-results, on a monthly basis;
- The proposed location of the activity;
- The anticipated outputs and outcomes from each task conducted;
- The anticipated level of effort required from program technical staff and financial resources required to complete the tasks;
- The identification of any assumptions used in preparation of the Annual Work Plan, as well as suggested alternatives, if necessary;
- The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated; and
- Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

Each year, the Contractor will submit for approval a list of commodities that will be purchased during the fiscal year as part of the Annual Work Plan process. The annual commodities procurement list may be revised as necessary in consultation with the COR and by approval of the Contracting Officer, as appropriate. Any substantial revisions to the Annual Work Plan will require the written approval of the COR.

F.6.2 Performance Monitoring, Evaluation, And Learning (MEL) Plan

The Final MEL Plan must be consistent with ADS 201 and submitted within 30 days after award of the contract to the COR for approval. The MEL Plan will outline the Contractor's approach and timetable for establishing the baseline. This may include using existing available data (project, host-country, other donor) in addition to conducting a baseline assessment if necessary.

The MEL plan shall cover the life of the award. Annual MEL Plan development is NOT recommended. However, the contractor must review the MEL plan annually to ensure that it is still valid. If, over the course of implementation, modifications to the MEL plan become necessary, changes to the MEL plan shall be proposed to the COR. Once approved, the Contractor will then amend the MEL plan to reflect those changes and document clearly the changes as approved. If modified, the MEL plan shall not exclude data previously collected, and, to the extent possible, shall mitigate any significant variations in data collection methodology, indicator definition, or data presentation. The intent of the MEL plan is to show changes over time as a result of USAID intervention.

The MEL plan will be guided by the activity's goal(s) and objective(s), anticipated results articulated in the results framework, the theory of change, and planned inputs/interventions as laid out in the Annual Work Plan. The MEL plan will also serve as a tool of mutual understanding among all parties involved (e.g. USAID, the Contractor, Sub-contractor (if any), and other stakeholders) on stakeholders' MEL roles and responsibilities and how the achievements of this award will be measured and presented. Routine MEL tasks and reports will give the Contractor and USAID a basis for gauging performance and return on investment, promoting learning, and facilitating adaptive management to allow activity adjustment due to unforeseen changes in strategy, approach, or operating environment that may be needed to achieve or maximize results.

The MEL Plan must include key evaluation questions that will guide the understanding and interpretation of results in line with USAID Evaluation Policy. Under USAID's new Evaluation Policy, the implementing partner is primarily responsible for monitoring and ongoing evaluations (typically formative and mid-term evaluations) that inform management decisions by assessing whether projects are being implemented as planned, reaching targeted groups, and achieving expected outputs and outcomes. However, the primary responsibility for summative and other third-party evaluations that assess the overall performance and results from the project/activity rests with USAID and will not be funded under this Contract. While the implementing partner will provide supporting data and analysis, such evaluations will be designed, implemented and separately contracted (where contract support is needed) by the Mission to assure objectivity and rigor.

Where projects or activities are implemented in particular locations, the MEL Plan must include a discussion on ways to map and track the type of intervention by project component and fund use. The MEL Plan must consider indicator disaggregation by geographic location. When geographically disaggregated indicators are included, the MEL Plan must indicate the level of geographic detail at which the indicator data will be collected. Additionally, geographic indicator data must be collected and submitted in accordance with the geographic data collection and submissions standards outlined in Section F.6.4 below.

The Contractor is encouraged to collaborate with relevant stakeholders in monitoring efforts to assure that monitoring and evaluation systems are as cost-effective as possible.

During contract performance, the MEL Plan shall be updated, as necessary, and is subject to COR approval.

Performance Monitoring

Regardless of the start date of the award, the performance monitoring plan will be adjusted to the fiscal calendar of October 1 to September 30.

The MEL plan must follow contents and instructions as specified in the USAID MEL Plan Template (to be provided by the COR). The contractor is encouraged to use quantitative as well as qualitative indicators, as deemed appropriate, for the result it is intended to measure. The MEL Plan will be submitted to the COR according to the reporting timeline specified in the award.

Evaluation

USAID funds shall not be used for any studies that do not meet USAID and/or international standards, are not necessary or have no added value to maximize the outcomes or results, and/or have no clear objectives and a plan for data use. The Contractor may conduct special studies, such as internal evaluations, formative assessment, and baseline and end-line surveys, as deemed necessary. The studies shall be planned and their purposes, methods, and intended use of the findings and recommendations be precisely described in a relevant section of the MEL plan. The study concept/protocol and the scope of work or terms of reference of the study team must be shared with the COR and COR clearance shall be obtained prior to implementation. At any time of award, USAID may conduct one or more evaluation(s), either by USAID staff and/or a third-party external to USAID and the Contractor, as deemed appropriate. This is mainly to generate strategic information and learning opportunities that can inform program management and to strengthen current programming and/or to support the design of future activities; measure progress and/or achievement of intended/unintended higher-level outcomes; and account for the investments and demonstrate their effectiveness and/or impact. The Contractor must work closely with and provide essential support to USAID and/or external evaluators as requested.

Learning

The Contractor shall concisely describe the plan for adaptive learning in the MEL plan. This section shall explain the activity's approach to learning from monitoring data, evaluation findings (if applicable), data presentation, and other learning activities, and how it will be adapted in response to new learning and knowledge, especially how the lessons can be applied to the USAID program cycle.

Learning also includes creating case studies, best practices, and communication pieces to share internally to USAID and externally to partners and stakeholders. The Contractor must provide in the Activity MEL Plan an appropriate set of indicators to accurately measure the outcomes.

F.6.3 Activity Location Data

The Contractor must collect and submit Activity Location Data according to the following requirements and the geographic data collection and submission standards outlined in Section F.6.4 below:

a. Location of Implementation

At a minimum, for interventions implemented in Exact Site Locations that are directly related to the development results generated by the activity, then the implementing partner should collect the Location of Implementation at the Exact Site Location (e.g., facility latitude/longitude); or Exact Line or Area Feature (e.g., an area of land) Level of Geographic Detail.

For interventions implemented in Exact Site Locations that are not directly related

to the development results generated by the activity, then collect the Location of Implementation at the Populated Place Level of Geographic Detail (i.e., city or town latitude/longitude).

b. Location of Intended Beneficiaries

At a minimum, the location of the activity's intended beneficiaries must be collected at the First Administrative Unit Level, which is the first level of subdivision within a country (e.g., Region, Province, etc.), unless the Location of Intended Beneficiaries is considered nationwide, in which case it will be collected at the country level.

Activity Location Data must be submitted to an Agency approved reporting tool or in a digital format according to the standards and procedures provided by USAID [*twice annually as part of the 2nd Quarterly Performance Report and the Annual Report*] and according to the requirements and the standards outlined in Section F.6.4 below.

Activity Location Data must exclude personally identifiable information. If the Activity Location Data collected by the Contractor requires protection from unauthorized access to mitigate data risk, the Contractor must notify USAID before submitting the Activity Location Data to USAID and implement mitigation techniques to protect the data from unauthorized access in consultation with USAID.

F.6.4 Submission of Other Data Assets

The submission of any other data assets created or obtained in performance of this award is required pursuant to Section H.13 below.

Pursuant to Section H.13, 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.

When data is acquired through data use or ownership agreements with the host-country government or other entity, the Contractor will use best efforts to ensure that the ownership agreement makes it permissible for the data to be submitted to, and used by, USAID and other U.S. Embassy agencies.

Geographic Data Asset Submission Standards

In addition to collecting and submitting Activity Location Data and geographically disaggregated performance indicators (when included in the MEL Plan), all other geographic data assets must also be submitted to the Development Data Library and according to the requirements. For additional guidance, see [ADS 579saa Geographic Data Collection and Submission Standards](#):

1. Geographic Data Files

- a. Both primary and derived Geographic Data Files must be submitted.
- b. Geographic Data Files must be submitted in Shapefile (.shp), GeoTIFF (.tif), CSV (.csv), or GeoJSON (.geojson) file formats.
- c. In addition to fulfilling the submission requirements noted above, Geographic Data Files that are stored in other file formats that may be useful to end users can be voluntarily submitted in those file formats. For example, Geographic Data Files stored in a File Geodatabase (.gdb) or as a Web Map Service (WMS) can also be submitted.
- d. Geographic Data Files that are stored in Shapefile (.shp) or GeoTIFF (.tif) formats will include metadata that follows ISO 19115 using the ISO 19139 XML implementation schema.
- e. Geographic Data Files that are stored in a CSV or GeoJSON format and contain latitude/longitude coordinates will include supplementary information regarding the:
 - 1) Method used to create the latitude/longitude coordinates;
 - 2) Spatial reference used to generate the latitude/longitude coordinates; and
 - 3) Geographical precision of the latitude/longitude coordinates using the International Aid Transparency Initiative standards.¹ For example, a latitude/longitude coordinate may represent an exact location, the center of a populated place, or the center of a subnational administrative unit.² This information must be included in addition to the actual CSV dataset.
- f. Geographic Data Files that are stored in Shapefile (.shp), GeoTIFF (.tif), or GeoJSON (.geojson), JSON (.json) file formats will use the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984) spatial reference. If the use of a different spatial reference was required for an analysis, the spatial reference that was used must be indicated elsewhere in the metadata.

2. Geographic Data Processing and Analysis Files

- a. Geographic Data Processing and Analysis Files that are written in programming languages will include a description of the language they are written in (e.g., a Python file would be .py, a Javascript file would be .js, etc.), the intended purpose of the file, use limitations, and execution instructions.
- b. Geographic Data Processing and Analysis Files will include descriptive comments and relative pathnames to enable efficient and effective use by an end user.
- c. Geographic Data Processing and Analysis Files are stored in an online repository, such as GitHub, these files can also be submitted as a clone of the repository.

¹ For example, see the International Aid Transparency Initiative Geographical Precision coding system: <http://iatistandard.org/201/codelists/GeographicalPrecision/>

² See the definition of “Described” under the Open Data in section I. Definitions of OMB M-13-13: <https://project-open-data.cio.gov/policy-memo/#i-definitions>

3. Geographic Data Visualization Files

- a. Geographic Data Visualization Files created using desktop GIS software will be submitted in Esri Map Document (.mxd) or QGIS Project (.qgs) file formats.
- b. Geographic data visualization products that are finalized in separate desktop software or stored in a different file format can also be submitted if they may be of use to an end user. For example, when a data visualization product is stored as a Map Package or is finalized in Adobe Illustrator, the Map Package (.mpk), or Adobe Illustrator (.ai) file can be additionally submitted.
- c. Geographic Data Visualization Files written in a programming language and used to generate web-based data visualization products will include an indication of the programming language (for example, a Python file would be .py, a Javascript file would be .js, etc.)
- d. Geographic Data Visualization Files will reference relative pathnames to the source of all Geographic Data Files that are displayed in the data visualization product.
- e. When products created with the Geographic Data Visualization Files are included in documents that are submitted to the USAID Development Experience Clearinghouse (DEC), such as a report that includes a map created with a Geographic Data Visualization File, the URL that links to the location of the document in the DEC must be provided.

F.6.5 Monthly Progress Reports

The Contractor must prepare and submit monthly reports five (5) calendar days after the month being reported. The monthly progress reports must be submitted electronically to the COR and are intended to be concise reports (no more than 5 pages) that summarize progress toward accomplishment of objectives set forth in the PWS.

The report must: (1) provide an update of progress made toward fulfillment of the activity objectives/results, (2) highlight success stories during the period covered, (3) identify implementation issues, (4) contain a discussion of obstacles encountered and possible delays, if any, in fulfillment of activities included in the work plan, and/or achievement of targets set forth in the MEL Plan, and mitigation actions taken, and (5) contain a forecast of activities for the month immediately following the period being reported. The final format of the progress reports must be agreed upon in consultation with the COR. On the month where the Quarterly Performance Progress Report is due, the quarterly report takes the place of the monthly progress report.

F.6.6 Quarterly Performance Reports

The contractor must submit quarterly performance reports no later than 30 days following the end of each standard USG fiscal quarter (i.e., October 30, January 30, April 30, July 30) to the COR and a copy to the cognizant Contracting Officer. The fourth Quarterly Performance Report (October 31) shall serve as part of the Annual Performance Report (see F.6.6). Reports may be submitted electronically. Regardless of the start date of the contract all reporting will be adjusted to the USG fiscal year calendar. The quarterly performance report will include details of major activities, achievements, an indicator data table, and a summary

of accomplishments in each of the countries where the activity operates. These reports will include progress toward achievement of milestones, the Annual Work Plan and success stories, as well as provide progress towards development objectives, program areas and elements, key issues, and standard indicators for the Performance Plan and Report (PPR), Activity Monitoring, Evaluation, and Learning (MEL) Plan and other USAID reporting purposes. The reports will include financial information on the expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. This report will also include explanation of problems, delays or adverse conditions and actions taken or contemplated to resolve the situation, or any assistance needed to resolve the situation. The reports will include an Annex that provides summary information on a per country basis where the activity operates. The Annex will include, but is not limited to, the following information for each country: specific development problem/s being addressed, major interventions, sub-partners with amounts per sub-award, results, challenges and implementation issues, and outreach (events, success stories, etc.). The final format of the reports must be agreed upon in consultation with the COR.

F.6.7 Annual Performance Report

An Annual Performance Report will be due within 30 days after the end of each USG fiscal year, ending September 30, inclusive of the 4th quarter report for that year, and must reflect the progress of the program activities over the last year against the approved Annual Work Plan and Activity MEL Plan and will cover:

- Summary of cumulative accomplishments for the year as a whole;
- Situational background information, including implementation issues and challenges, concerning the activity's objective;
- Description of progress against planned accomplishments in the Annual Work Plan and any deviations;
- Description of progress against planned Activity MEL Plan targets and any deviations;
- Description of budget or financial status at end of implementation year
- Progress in coordination with host government, other donors, USAID-funded projects, and private sector partners;
- At least two success stories suitable for publication;
- Summary of administrative/staffing issues; and
- Planned main activities for the next year.

Additionally, the Annual Performance Report must include a specific gender section with the following explanations:

- Summary of the Contractor's accomplishments in achieving specific gender related results and conclusions about areas that need future support;
- Overall description of all gender related activities;
- Achievement of results, intermediate-results, outputs, and targets for all gender related indicators;
- Difficulties or challenges encountered in the implementation;
- Achievement of results, intermediate-results, outputs, and targets for all indicators, with specific discussion of improvements in previously identified gender disparities and inequalities;

- Sustainability of the gender related activities after the Activity has ended; and
- Documentation on lessons learned and best practices, including identification of new opportunities for men and women that were created, what negative impacts were addressed or avoided, and what needs and gender inequalities emerged or remain.

Annual Performance Reports must include the following as separate attachments:

- List of commodities procured and revised inventory;
- List of all reports, analyses, presentations, and other key documents produced during the year;
- Personnel summary that will indicate all of the positions (short and long term –local and expatriate), LOE, and the salary rates;
- List of all subcontracts, if any, with a short description of the purpose and Amount;
- Status reports on the progress, delays, and issues with the implementation of the action plans in target municipalities/sectors;
- Summary information on a per country basis where the activity operates in the same manner as the quarterly reports, but to cover the entire year; and
- Other documents as may be required by USAID.

Reports will be provided electronically to the COR. Reports must be prepared in a reader friendly format so that they can be easily reviewed by the Mission and by USAID's counterparts.

F.6.8 Final Report

No later than 45 days prior to the Contract completion date, the Contractor must submit electronically a draft Final Report that details accomplishments against the tasks, targets, and deliverables set forth in the Contract and in the Activity MEL Plan; highlights major achievements; address lessons learned during implementation; and recommend ways to resolve identified constraints. The Final Report should include summary information on a per country basis where the activity operates in the same manner as the quarterly and annual reports, but to cover the entire implementation period. The COR and/or Contracting Officer may provide comments, which the contractor must address in revising the draft prior to final submission of the Final Report. The Final Report must be prepared in a reader friendly format so that it can be disseminated within and outside USAID for study and of all reports, deliverables, presentations, and other key documents produced during the life of the activity. These documents must be compiled and delivered to COR concurrently with the draft Final Report in a user-friendly, properly indexed, searchable electronic form (e.g., CD-ROM or equivalent media). If an Annual Performance Report has not been completed for the Fiscal Year in which the award ends, the Final Report will have a distinct section that covers all the information required for the Annual Performance Report (see F.6.7).

F. 7 ADDITIONAL REQUIRED REPORTING:

F.7.1 Calendar of activities

The Contractor must submit a weekly calendar of activities covering the month ahead on a regular schedule as agreed with the COR. This calendar of activities must include relevant information of meetings with senior representatives of the Pacific Island countries' government, private sector partners, donor partners, regional organizations and other relevant entities, events, official travels, and other activities of the project. This calendar will allow USAID to monitor and track DCCP-Pacific activities and determine areas of USG participation.

F.7.2 Branding and Marking Plan

The Contractor shall submit a final branding implementation plan and marking plan no later than 30 days after award. The plan must be in accordance with ADS 320.3.2.

F.7.3 Ad-Hoc Reports

The contractor must fulfill all reporting requests from the COR that may emanate from inquiries from the host governments, U.S. Government, development partners, and other important stakeholders. As necessary, programs will illustrate the outcome result of any/all activities. As applicable, any special reporting requirements will be communicated to the contractor well in advance by COR.

F.7.4 Equipment Inventory Plan

The Contractor will prepare and submit an equipment inventory plan to the COR and the CO by no later than ninety (90) days following contract award and annually thereafter. The Procurement Plan must contain the following: a) Specifications and the estimated costs of all non-expendable supplies and equipment to be purchased under this contract; b) An explanation of the intended use of each item; c) The source and origin of each item; and d) A description of how the Contractor will monitor and control the use of non-expendable resources. The Contractor must abide by Section 889 of the John S. McCain National Defense Authorization Act (NDAA) when procuring telecommunications and video surveillance services or equipment and all source and origin requirements when procuring nonexpendable commodities, particularly vehicles, under this Contract.

F.7.5 Communication and Outreach Plan

The draft Communication and Outreach Plan must be submitted within 45 days after contract award date. The COR and Mission Development, Outreach and Communication (DOC) Officer will provide comments to the Contractor within fifteen (15) days of receipt. The Final Communication and Outreach plan must be submitted within 15 days from receipt of USAID's edits, comments/suggestions. The plan must identify the Contractor's approach towards communication with the activity's audiences and promotion of its impact and achievements. The plan must include the Contractor's proposed communication protocol with USAID and other stakeholders, a list of proposed communication and outreach activities, and the required resources for their implementation. It is important to consider that the activity's strategic and decision making communication with stakeholders and local government entities reside with USAID only. Communication with local government officials must be coordinated with USAID and may not occur with high ranking government

officials without USAID's prior approval. The plan will be approved by the COR and the Mission's DOC.

F.7.6 Grants Manual

The Contractor must produce a manual for its grant-making activities. The manual must address at a minimum the following issues: Development of a grant-making process, eligibility/selection criteria (incl. cost-share), and application instructions for grant seekers. The grant-making process will be a competitive process. In accordance with ADS 302.3.4.13.b (4), the same requirements that apply to USAID-executed grants also apply to grants that a USAID contractor executes. The Contractor will be responsible to ensure that all grants are compliant with these provisions. The Contractor must submit the draft grant manual to the USAID COR for review and Contracting Officer's approval within one hundred twenty (120) calendar days of the date of contract award date. USAID will review the draft Grants Manual and provide comments/suggestions within sixty (60) calendar days of receipt. The Contractor must then submit a final Grants Manual to USAID for approval not later than thirty (30) calendar days from receipt of USAID's edits, comments/suggestions.

F.7.7 Participant Training Reports

The contractor will collect training data on all training, conferences and workshops provided by the contractor under this contract held in the United States, third country, or in-country. The Mission or contractor will not be required to enter in-country and third country participant training data into the Agency's Training and Exchanges Automated Management system (TEAMS) – although the Mission or contractor may optionally use the TEAMS functionality for contractor's reporting purposes.

On U.S. training programs, the contractor will follow USAID policy directives and required procedures governing the design and implementation of participant training activities found in [ADS 252 \(Visa Compliance for Exchange Visitors\)](#).

F.7.8 Quarterly Financial Reports

The Contractor must submit quarterly financial summaries for the contractor and each major subcontractor to the COR, 10 days prior to the end of the quarter, showing disbursements and accruals to date by major cost item, budget estimate, subcontractor obligation and expenditures, and a variance analysis. The variance analysis will use the detailed cost proposal submitted for the contract award, or any revision made for a subsequent approved contract budget revision, as the baseline budget plan, and, as requested, will be able to explain significant actual expenditure variance in relation to the detailed baseline. The Contractor will also include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COR to accurately track the expenditure rate.

F.7.9 Quarterly Accrual Reports

The Contractor must submit quarterly accrual reports for this contract: Accrual reports must include: the (a) total amount obligated; total amount invoiced for, (c) total amount of expended but not yet invoiced for, and (d) remaining unexpended funds. Accrual reports will be submitted to the COR electronically, 15 days prior to the end of the quarter.

F.7.10 Monthly Vouchers

The contractor will track and document in a monthly voucher the detailed expenditures for both project activities (project expenditures) and non-project expenditures (management, administrative, operational, indirect costs and fees). Each voucher must include a financial summary sheet. The voucher must be submitted to the payment office indicated on the cover sheet of the contract. In addition, a copy must be provided to the COR. Voucher reports must be consistent with AIDAR 752.7003 Documentation for Payment requirements.

F.7.11 Report on Foreign Taxes

No later than April 16 of each year, for the immediately preceding one year period ending March 31, the Contractor must send the originals of the reports directly to the COR and to the USAID Controller (aidmnlrfsc@usaid.gov) a report on actual foreign tax payments incurred for the coverage period of the report.

F.7.12 Subcontracting Plan and Reporting: ESRS (Large Business Only)

The Contractor's subcontracting plan will be incorporated as a material part of this Contract once approved by the Contracting Officer. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9. The Summary Subcontract Report (SSR) Subcontract Report (SSR) shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

Large business prime contractors must submit periodic reports that show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website.

The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>. The email to be used is: [to be determined (TBD) at time of award] (Adminstrating CO and COR). The work of the small business identified in the Subcontracting Plan must be tracked against the Prime's proposed goals.

The Contractor must submit the Subcontracting Report electronically via the ESRS within the deadlines specified in the table below (F.8). One (1) SSR is required for all subcontract awards accomplished and submitted to the CO via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan, as stated in Section H, "Subcontracting," of the contract, the Contractor must state in the report (either remarks field

or separate letter) what good faith effort has been made to meet the goals; and/or future plan on how to improve small business opportunities for future subcontracts.

F.7.13 Close-out and Property Disposition Plan

No later than six (6) months prior to contract completion, the Contractor must develop and submit to the COR for approval a closeout plan (administration, information, finance, procurement and management) that will include, but will not be limited to, the following:

1. Dates for final delivery of all goods and services for subcontracts;
2. A property disposition plan for the Contractor and subcontractor(s) in accordance with contract requirements, which must be approved by the Contracting Officer;
3. Review of contract files for audit purposes and final billing to USAID;
4. A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and social payments, household shipments, vehicle; phone subscriptions, etc.;
5. Receipt of all final invoices and contract performance reports;
6. Report on the estimated amount of funds not required for the completion of the contract;
7. Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

F.8 REPORTING, DELIVERABLES, DELIVERY SCHEDULE

REPORT	SUBMISSION DATE	DISTRIBUTION
Annual Work Plan	45 days after award of the contract	COR
Final Branding & Marking Plan	30 days after contract award	COR, DOC & CO
Final Performance Monitoring, Evaluation and Learning Plan	30 days after submission of the annual work plan contract award	COR
Activity Location Data	2x Annually as part of the 2nd Quarterly Performance Report and the Annual Report	COR
Monthly Reports	5 days after the month being reported	COR
Quarterly Performance Reports	30 days following the end of each standard USG fiscal quarter (i.e. October 30, January 30, April 30, July 30)	COR
Annual Performance Report	30 days after the end of each USG fiscal year, ending September 30, inclusive of the 4th quarter report for	COR

REPORT	SUBMISSION DATE	DISTRIBUTION
	that year	
Final Report	45 days prior to the Contract completion date	COR
Calendar of Activities	weekly	COR
Ad-Hoc Reports	As applicable	COR
Equipment Inventory Plan	90 days following contract award and annually thereafter	COR
Communication and Outreach Plan	Draft plan submitted within 45 days of contract award date. Final plan submitted within 15 days of receipt of USAID edits.	COR
Grants Manual	Draft Grants Manual submitted 120 days of contract award date; the final Grants Manual submitted to USAID for approval not later than thirty (30) calendar days from receipt of USAID's edits, comments/suggestions	COR, CO
Participant Training Report	As applicable	TEAMS
Quarterly Financial Reports	10 days prior to the end of the quarter	COR
Quarterly Accrual Reports	15 days prior to the end of the quarter	COR
Report on Foreign Taxes	No later than April 16 of each year	COR, Controller (aidmnlrfsc@usaid.gov)
Summary Subcontract Report (SSR)	annually by October 30 for the twelve month period ending September 30	COR, CO
Closeout and Property Disposition Plan	No later than six months prior to contract completion	COR
Other Data Assets	Within thirty (30) calendar days after award completion	COR, DDL

F.9 FIXED FEE PAYMENT SCHEDULE

(The Offeror must propose a Fixed Fee Payment Schedule as required in Section L. The Offeror must list the proposed contract deliverables attached to the proposed Fixed Fee Payment Schedule .

Deliverables/Targets (A)	Delivery Schedule (B)	Fixed Fee Amounts (\$) To Be Negotiated (C)	Verification Method (D)
TBD by Offeror	TBD by Offeror	TBD by Offeror	COR

F.10 KEY PERSONNEL

- (1) The Contractor must furnish the following positions deemed Key Personnel for the performance of this contract. The final number of Key Personnel will be determined by the Contractor's approach, but the Contractor must not exceed five (5) Key Personnel positions, including the three required positions described below. Final number and title positions and names will be inserted in the final contract.

No.	Key Personnel Position	Name
1	Chief of Party	TBD
2	Deputy Chief of Party	TBD
3	To be proposed by the Offeror	TBD
4	To be proposed by the Offeror	TBD
5	To be proposed by the Offeror	TBD

- (2) The Key Personnel identified above are considered essential to the work being performed under this contract. The Contractor must remain responsible for providing such Key Personnel for full-time performance for the term of this contract unless otherwise agreed to by the Contracting Officer.
- (3) Failure to provide the Key Personnel designated above may be considered non-performance unless such failure is beyond the control, and through no fault or negligence of the contractor.
- (4) Prior to replacing any of the specified individuals, the Contractor must immediately notify both the CO and the COR, 30 days prior to the key personnel departure and must submit written justification (including proposed replacement, immediate action to rectify the situation, budget impact statement, and timeline to replace) in sufficient detail to permit evaluation of the impact on the program. The proposed substitute personnel must have at least substantially equal ability and the same qualifications as the applicable Key Personnel specified above which and must be approved by the Contracting Officer. Failure to do so will be non-performance by the Contractor.
- (5) The Contractor must not replace any of the Key Personnel without the prior written approval of the Contracting Officer.

- (6) USAID reserves the right to adjust the number of Key Personnel during the performance of this contract.

(a) Chief of Party (COP)

Responsibilities:

The COP is directly responsible for the overall project management, formulating strategy, designing and providing technical direction aimed at achieving project goals and maximizing impact. The position must be an employee of the prime Contractor rather than the subcontractor or consortium partner.

Education Requirements:

- Master's degree-or equivalent professional experience in ICT/IT related fields, computer engineering, development management, economics, business, or finance.

Experience Requirements:

- The proposed candidate must have at least fifteen (15) years of professional experience in ICT and digital development.
- The proposed candidate must have a minimum of ten (10) years of recent management experience at a senior level position on successful project(s) with similar magnitude , scope to DCCP and demonstrated leadership towards achieving results.
- The proposed candidate must have the proven ability to perform and achieve results under challenging or non-permissive environments.
- The proposed candidate must have the flexibility and ability to interact with stakeholders of different sectors and backgrounds and ability to manage delivering work under non-permissive environments/conditions.
- The proposed candidate must have strong communication and interpersonal skills, managerial, and written communication skills.
- The proposed candidate must have the flexibility and ability to interact with stakeholders of different sectors and backgrounds and ability to manage delivering work under non-permissive environments/conditions.

(b) Deputy Chief of Party (DCOP):

Responsibilities:

The DCOP will assist the COP in the management of the various technical components of the activity. The proposed candidate will be responsible for the overall administrative and operational aspects of the project.

Education Requirements:

- Master's degree-or equivalent professional experience in economics, management, public policy and administration, finance, development administration, and knowledge ICT and digital development.

Experience Requirements:

- The proposed candidate must have at least ten (10) years of related project management experience and grant management.
- The proposed candidate must have experience in program management either as COP, DCOP or comparable role.
- The proposed candidate must have demonstrated experience in complying with USG rules and regulations related to project administration and implementation.
- The proposed candidate must demonstrate competency in negotiations and communication skills, strong interpersonal, managerial, and written communication skills.
- The proposed candidate must have exposure and knowledge in ICT and digital development.
- The proposed candidate must have the flexibility and ability to interact with stakeholders of different sectors and backgrounds and ability to manage delivering work under non-permissive environments/conditions.

(c) Objective Team Leads:

Responsibilities:

The proposed candidates will act as Team Leads for each of the four components, namely for broadband connectivity, enabling environment, digital government and digital skills development. The Offeror may determine based on their approach whether the same individual can be assigned as Objective team lead for Objectives 2 and 3. Team leads are expected to be subject-matter experts relevant to their assigned components and can manage teams of professionals to produce key results and outcomes.

Education Requirements:

- A Master's degree or equivalent professional experience in the area relevant to his/her assigned objective.

Experience Requirements:

- Each team lead must have at a minimum of five (5) years of professional experience in the relevant field of his/her assigned objective and in managing teams, project design and planning, budgeting. The proposed candidate must have strong communication and interpersonal skills, and written communication skills.
- The proposed candidate must have strong communication and interpersonal skills, managerial, and written communication skills.

- (7) If alternative key personnel positions are proposed, justification should be provided on the deviation from the minimum position requirements, and each alternative position must be supplemented with the respective position description, responsibilities, and minimum qualification requirements.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

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

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The COR is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF- 1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures

Document Number: (XXXXXXXXXXXXXXXX)

Line Item	Description	Amount Vouchered To Date	Amount Vouchered This Period
0001	Product/Service Description for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Description for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

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

BY:

TITLE:

DATE:

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract titled "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 shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including cost and fee.

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.

G.3 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Office of Acquisition and Assistance
USAID/Philippines

Annex 2 Building, U.S. Embassy
1201 Roxas Boulevard,
1000 Ermita Manila, Philippines

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR and Alternate COR for this contract will be appointed by the Contracting Officer through a separate COR/Alternate COR designation letter, a copy of which will be provided to the Contractor.

The designated COR is responsible for providing technical direction to the contractors, as well as fulfilling the duties and responsibilities specified in G.5.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical directions are defined to include:
 - (1) Written directions to the Contractor which fill in the 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 "COR" 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.
- (7) Technical direction for the contract will be provided to the COR. The COR, with assistance from appropriate USAID expertise, will be responsible for monitoring the quality and effectiveness of contractor's performance toward achieving performance targets and contract results.

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

- (c) The COR is required to meet annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas shall be brought to the immediate attention of the Contracting Officer.
- (d) In the separately issued COR designation letter as stated in Section G.4, the Contracting Officer designates an Alternate COR to act in the absence of the designated COR in accordance with the terms of the letter.
- (e) Contractual Problems – Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the 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 effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (f) Failure by the Contractor to report to the Administrative Contracting Officer any action by the Government considered to be a change, within 7 calendar days from the date that the Contractor identifies any government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions, shall waive the Contractor's right to any claims for equitable

adjustments as found in FAR 52.243-7, Notification of Changes, which is a clause of this contract.

G.6 ACCEPTANCE AND APPROVAL

All deliverables must be accepted and approved by the COR per Sections E and F for the Contractor to receive payment.

G.7 INVOICES

One original of each invoice must be submitted on an SF 1034 Public Voucher for Purchases and Services Other Than Personal to the USAID/Philippines Regional Financial Services Center. One copy of the voucher and the invoice shall also be submitted to the Contracting Officer and the COR.

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

G.8 PAYING OFFICE

The Paying Office for this award is as follows:

Regional Financial Services Center
USAID/Philippines, Pacific Islands and Mongolia
Annex 2 Building, U.S. Embassy
1201 Roxas Boulevard,
1000 Ermita Manila, Philippines

Electronic submission of invoices must be submitted to: aidmnlrfsc@usaid.gov

G.9 ACCOUNTING AND APPROPRIATION DATA

[To be inserted at the time of award]

G.10 CONTRACTOR'S PRIMARY POINT OF CONTACT:

The Contractor's primary point of contact for this award is

Name: [TBD]
Title: [TBD]
E-mail: [TBD]
Phone: [TBD]

[To be completed by the contractor]

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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. The full text of a clause may be accessed electronically at these addresses:

AIDAR: <https://www.usaid.gov/ads/policy/300/aidar>

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

USAID ACQUISITION REGULATION - AIDAR (48 CFR Chapter 7)

AIDAR NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990
752.245-7	TITLE TO AND CARE OF PROPERTY	APR 1984

H.1 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor will be responsible for all administrative support and logistics required to fulfill the requirements of this contract. These will include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.2 AAPD 17-01 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015-~~2021~~ 2022

In accordance with AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (Dec 1991), the Contractor agrees to procure Defense Base Act (DBA) insurance. USAID's DBA insurance carrier is AWAC. Contractors must apply for coverage directly to AON Risk Insurance Services, Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 AM to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

DBA Rates effective December 1, 2015:

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50
Extension	12/1/20 – 5/31/21	\$2.00	\$4.50	\$7.50
Extension	6/1/21 – 11/30/21	\$2.00	\$4.50	\$7.50
Extension	12/1/21 – 04/30/22	\$2.00	\$4.50	\$7.50 unless further revised

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50
Extension	12/1/20 – 5/31/21	\$2.00	\$4.50	\$7.50
Extension	6/1/21 – 11/30/21	\$2.00	\$4.50	\$7.50 unless further revised

Security rate calculation for option periods:

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

1. If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
2. If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
3. If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
4. *The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as*

calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

5. The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).
6. For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

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

Notice of Exclusion of Medical Evacuation Coverage

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

H.3 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Contractor and any employee or consultant of the Contractor is prohibited from using USG facilities (such as office space or equipment) or USG clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the COR.

H.4 ADS 547 PROPERTY MANAGEMENT OF INFORMATION TECHNOLOGY (IT)

1. Pursuant to ADS Chapter 547, information technology (IT) is defined as follows:
 - a. 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
 - b. 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.
 - c. 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.

- d. 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. (Source: Clinger-Cohen Act, OMB M-15-14) (Chapters 300, 541, 545, 547, 552)
2. The contractor must maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract and thereafter annually based on the effective date of the contract.

In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the contractor must promptly notify both the COR and the Contracting Officer.
3. As part of the Property Disposition Plan, the contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the contractor. The contractor will provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

H.5 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

- (a) The objectives of the USAID Disability Policy are:
 - (1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
 - (2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;
 - (3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and
 - (4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site:
http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
- (b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must

demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code under the resultant contract is 937. Per ADS 310.3.1.1, Code 937 is defined as “the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source”. Waivers will be processed on a case by case basis. Further guidance on geographic Code 937 under ADS 310.3.1.1 is available at the following link: [ADS Chapter 310 - Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID](#)

H.7 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

If USAID determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting

officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

H.8 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (APRIL 2018) (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-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.
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.
- (c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.
- (d) Request for Approval Requirements:
 - (1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.
 - (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at ITAuthorization@usaid.gov.

- (e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.
- (f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.
- (g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

H.9 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 2017)

(a) Definitions:

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

- (b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:
 - (1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.
 - (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.
 - (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
 - (4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

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

H.10 EXECUTIVE ORDER 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

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

H.11 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This

includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

- b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3,000, when payment through an electronic payment system is not reasonably available.
 - d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor’s written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

H.12 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project must be considered the property of USAID 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 a duly- authorized representative of USAID. All findings, conclusions and recommendations must be considered confidential and proprietary.

H.13 ADS 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) 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) 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.14 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the USAID Contracting Officer on or before the arrival in the host country of every employee or dependent under this contract issued hereunder:

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

H.15 AIDAR 752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer or Mission Controller, as appropriate.

H.16 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUN 2018)
(M/OAA-DEV-AIDAR-20-03c)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.
- (c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.
- (d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating- country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.
- (e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate [The following paragraph (f) is applicable if the contract is with an educational institution:]
- (f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

H.17 ENVIRONMENTAL COMPLIANCE

- a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.
- b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.") Please see Attachment J.X - Initial Environmental Examination.
- d) As part of its initial Annual Work Plan, and all the Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- e) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- f) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.18 GENDER CONSIDERATION

To ensure that the interventions do not perpetuate gender disparities and social exclusions, and to the extent possible interventions can address barriers to gender inequality and female disenfranchisement, applicants (offerors) must integrate approaches and strategies for gender integration and social inclusion (see ADS 205).

To the greatest extent possible, the contractor shall seek to include both men and women in all aspects of this project, including participation and leadership in meetings, training, activity design and implementation, internal project management, monitoring, dissemination and access to information, and other project related areas. The contractor must collect, analyze, and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender related issues or advance opportunities for gender equality and women's economic empowerment.

H.19 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)

FAR part 22 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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

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 nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

H.20 HOST COUNTRY SALARY SUPPLEMENT (ADS 302.3.3 (d) (2) (viii) & (AIDAR 752.231-71 and AIDAR 731.205-71))

As a general rule, USAID discourages salary supplements, except in very special circumstances and only with the proper justification.

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

H.21 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the USAID Contracting Officer on or before the arrival in the host country of every employee or dependent under this contract issued hereunder:

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

H.22 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

- (a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter—individual) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions:
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) The Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

H.23 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (ADS 302.3.5.13)

There are wide variations in the quality and security of identification used to gain access to secure facilities where there is potential for terrorist attacks. In order to eliminate these variations, U.S. policy is to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees

and Contractors (including Contractor employees). This directive mandates a federal standard for secure and reliable forms of identification.

H. 24 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014).

In accordance with the clearance/approval requirements of (a) AIDAR 752.7027 Personnel (DEC 1990) and (b) AIDAR 752.7032. The Contracting Officer (CO) hereby provides prior written approval provided that the Contractor obtains the Contracting Officer's Representative (COR) concurrence for travel all international travel directly and identifiably funded by USAID under this contract. The CO delegation to the can found in the Contracting Officer's Representative (COR) designation letter.

The Contractor must present to the Contracting Officer or the Contracting Officer's Representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's or Contracting Officer's Representative (if delegated by the contracting officer) prior written approval is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the amount obligated. The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.25 STANDARDS OF CONDUCT – IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause (FAR 52.203-13) incorporated into this solicitation and any resulting contract(s).

H.26 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 “ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY”

Contractor must comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 “Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at: <http://www.section508.gov>.

H.27 VALUE ADDED TAX (VAT) AND CUSTOM DUTIES

VAT and custom duties are excluded from the price of this contract. The COR will assist the Contractor in obtaining this exception from the Government in the country.

H.28 ELECTRONIC PAYMENT SYSTEM

1. Definitions:
 - a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instruments to the designated payee.
 - b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3,000, when payment through an electronic payment system is not reasonably available.
 - d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor’s written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

H.29 GRANTS UNDER CONTACT (GUC)

The Contractor is required to develop and execute a grants program on behalf of USAID/Philippines in accordance with the requirements for grants under contracts as provided in ADS 302 and ADS 303. The Contractor must apply at a minimum all of the following requirements to the grants program and all grants awarded by the Contractor under the Contract:

- (1) The Contractor is authorized to develop a grants program and execute grants, not cooperative agreements to non-governmental organizations (non-profits or for-profits). Note: Approval for solely in-kind grants to government entities are subject to the approval by the Contracting Officer as a matter of disposition of equipment and vehicles.
- (2) In accordance with ADS 302 and ADS 303, the total value of any individual grant to a U.S. NGO organization, if any, must not exceed the Simplified Acquisition Threshold (SAT) at \$250,000, as defined in 48 CFR Section 2.101. ~~\$100,000~~. This limitation does not apply to grant awards to non-U.S. NGOs organizations.
- (3) The Contractor must ensure that the COR is significantly involved in establishing the selection criteria.
- (4) The selection of all grants recipients is subject to the Contracting Officer's written approval. If grant recipient approval authority is delegated by the Contracting Officer, the Contracting officer will make this delegation in writing.
- (5) To all grants signed by the Contractor, the Contractor must follow and apply all Agency requirements which apply to the award and administration of all USAID-executed grants. The range of requirements must include, but is not limited to, all requirements of USAID's ADS 302 and 303, as amended, all applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's website.
- (6) The Contractor must include award language that notifies the grantee that USAID/Philippines retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- (7) Each grant awarded by the Contractor on behalf of USAID/Philippines under the forthcoming contract must be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4) (i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. The Contractor may also use a Fixed Obligation Grant format when appropriate as described in ADS 303.
- (8) The Contractor must ensure that the grantee does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" and is not otherwise restricted from receiving U.S. Government funding.

- (9) The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <https://sanctionssearch.ofac.treas.gov/> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID/Philippines to the Contractor.
- (10) The Contractor must consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending the recipient organization for USAID/Philippines' approval. The Contractor must implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.
- (11) Grants must not extend for any period beyond the estimated termination or completion date of the Contract.
- (12) The grant must provide that payment of any interest, fees, program income and other refunds generated by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account must be used as directed by the USAID/Philippines Contracting Officer.
- (13) The Contractor must scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor must immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor must follow the instructions of the Contracting Officer.
- (14) The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. ~~Copies of all reports received from grantees will be promptly forwarded to the COR.~~ USAID and the Comptroller General must have full access to all documents, papers and other records of the Contractor with respect to its duties hereunder. ~~At the conclusion of the Contract, the Contractor must consult with the Contracting Officer for direction as to which records must be transferred to USAID.~~
- (15) With reference to ADS 303 Mandatory Standard Provision " SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS

(JUNE 2012) Required as Applicable Standard Provision entitled “Publications and Media Releases”, the Contractor must provide the Contracting Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. Submission requirements may be found at <http://dec.usaid.gov>. The Contractor must obtain written clearance from the COR and then forward one copy of all published reports generated by recipients under the grants program to USAID Development Experience Clearinghouse (DEC) at: <http://dec.usaid.gov>.

- (16) The Contractor must comply with and apply additional grant program requirements and details as described in Section L of this Contract. Conflicts between Section L and this Section must be resolved by the Contracting Officer.
- (17) Grants proposed for “Public International Organizations” or host government entities are subject to Contracting Officer review and approval regardless of other delegated authority.
- (18) Grants may not include construction, infrastructure, renovation, or rehabilitation projects.

~~H.30 — LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (APR 2018)~~

~~(a) Definitions. As used in this contract — “Information Technology” means~~

- ~~(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where~~
- ~~(2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.~~
- ~~(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.~~
- ~~(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.~~

- ~~(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.~~
- ~~(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.~~
- ~~(d) Request for Approval Requirements:~~
 - ~~(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.~~
 - ~~(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at ITAuthorization@usaid.gov.~~
- ~~(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.~~
- ~~(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.~~
- ~~(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.~~

H.301 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractors will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 “Small Business Subcontracting Plan” which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS (www.esrs.gov).

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

H.32 SUBCONTRACTING REQUIREMENTS

- (a) Definitions: As used in this clause, “Principals” mean the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.
- (b) It is USAID’s objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors. Contractor must assure that all subcontractors and lower tier subcontractors are actively engaged in the performance of subcontracted work. Contractor must assure that subcontract “brokering” does not occur under this contract and that all subcontractor and lower tier subcontractors self perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID may limit the number of “tiers” that the Contractor may subcontract.
- (c) Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor must notify the Contracting Officer in writing of Contractor’s intent to subcontract and obtain Contracting Officer’s approval to award said subcontract(s).
- (d) Contractor’s notification to subcontract must include the following information:
- i. Subcontract number and title (or a general description of the subcontract work);
 - ii. Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower tier subcontractors (regardless of dollar amount or percentage of work to be performed);
 - iii. The total value of the work and total value of the work to be self performed by the subcontractor;
 - iv. A copy of local business license (Pacific Island Countries firms only);
 - v. Subcontractor and lower tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
 - vi. Identification information for the subcontractor and lower tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and
 - vii. A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower tier subcontractor.
 - viii. Written documentation confirming Contractor has vetted all proposed subcontractors and lower tier subcontractors at the following

[SAM.gov | Home](#)

[OFAC Sanctions List Search](#)

[United Nations Security Council Consolidated List | United Nations Security Council](#)

~~(e) The Contractor must perform with its own organization, at least 15% of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower tier subcontractors of work which is only administrative in nature must not meet the requirements of this clause.~~

~~(f) The contractor and all its subcontractors and lower tier subcontractors must maintain payrolls and basic personnel records for all personnel working under the contract. Said records must be made available to the government during contract performance and for 3 years after contract completion. The records must contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.~~

~~(g) Subcontracts. The contractor must include this clause in all subcontracts, and must require subcontractors to include this clause in all lower tier subcontracts. The contractor must be responsible for compliance with this clause by all subcontractors and lower tier subcontractors.~~

~~(h) Submission of false information required by this clause or non-compliance with the requirements of the clause must be considered a material breach of the contract.~~

H.313 CONSENT TO SUBCONTRACT

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer consents to the following subcontracts:

Contractor Name	Services to be performed	Total Cost (\$)
TBD	TBD	TBD

The Contractor will request Contracting Officer consent and submit the information required by the aforementioned clause in any subcontracts requiring consent but not listed here.

H.324 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel may only be used in exceptional circumstances and only with prior written approval of the Contracting Officer.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

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 and AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015) in Section I of this solicitation. See <http://www.acquisition.gov/comp/far/index.html> for electronic access to the full text of a FAR and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

FEDERAL ACQUISITION REGULATION (FAR) (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	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN 2020
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	JUN 2020
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017

NUMBER	TITLE	DATE
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
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
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-22	ALTERNATIVE LINE PROPOSAL	JAN 2017
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
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	JUN 2020
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	AUG 2011
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	JUN 2020
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020

NUMBER	TITLE	DATE
	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP 2021
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-17	RESERVED	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
	EQUAL OPPORTUNITY ALTERNATE I	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2020
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
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
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	MAY 2014

NUMBER	TITLE	DATE
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
	PROMPT PAYMENT ALTERNATE I	FEB 2002
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	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
	PROTEST AFTER AWARD ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES – COST-REIMBURSEMENT ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2020
	SUBCONTRACTS ALTERNATE I	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2021

NUMBER	TITLE	DATE
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATIONS OF LIABILITY – SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984

AIDAR CLAUSES:

NUMBER	TITLE	DATE
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
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.222-71	NON-DISCRIMINATION	JUN 2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.229-71	REPORTING OF FOREIGN TAXES	JUL 2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.7001	BIOGRAPHICAL DATA	JUL 1997

NUMBER	TITLE	DATE
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

(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
 - (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 shall-
 - (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 shall-*
 - (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 shall 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 Governmentwide 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 shall 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 shall 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 shall 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 shall 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 shall—

- (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 shall 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 Governmentwide 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 shall 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 shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR [3.1004](#)(a) on the date of subcontract award 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 shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I.3 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core

telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

I.4 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

- (a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the

purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

- (b) The contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
 - (1) Twenty (20) or more USAID employees are expected to attend.
 - (2) The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.
- (c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the contractor in writing.
- (d) The request for conference approval must include:
 - (1) A brief summary of the proposed event;
 - (2) A justification for the conference and alternatives considered, e.g., teleconferencing and Video-conferencing;
 - (3) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
 - (4) A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
 - (5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
 - (6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
 - (7) 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.

(End of clause)

I.5 52.223-99 ~~Executive Order 14042~~ ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION #M/OAA-DEV-FAR-22-01c)

(a) Definition. As used in this clause - United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplaces published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. While at a USAID workplace, covered contractor employees must also comply with any additional agency workplace safety requirements for that workplace that are applicable to federal employees, as amended (see USAID’s COVID-19 Safety Plan and Workplace Guidelines (Safety Plan)).

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part in the United States or its outlying areas.

ATTACHMENT 3 - Notice Regarding Any Court Order Affecting the Implementation of E.O. 14042

USAID will take no action to enforce the clause (FAR 52.223-99) implementing the requirements of Executive Order 14042, absent further written notice from USAID, where the place of performance identified in the contract is in a U.S. state or outlying area subject to a court order prohibiting the application of requirements pursuant to the Executive Order (hereinafter, “Excluded State or Outlying Area”). In all other circumstances, USAID will enforce the clause, except for contractor employees who perform substantial work on or in connection with a covered contract in an Excluded State or Outlying Area, or in a covered contractor workplace

located in an Excluded State or Outlying Area. A current list of such Excluded States and Outlying Areas is maintained at <https://www.saferfederalworkforce.gov/contractors/>.

(End of clause)

**I.6 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>. (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.(c)
 - (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7

calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

[END OF SECTION I]

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**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS**

SECTION J – LIST OF ATTACHMENTS

NUMBER	TITLE
J.1	STATEMENT OF OBJECTIVES
J.2	PAST PERFORMANCE INFORMATION
J.3	BUDGET TEMPLATE
J.4	REQUEST FOR CATEGORICAL EXCLUSION - ASIA 21 - 104
J.5	FSN LOCAL COMPENSATION PLANS

[END OF SECTION J]

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PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING FAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” under Section I of this solicitation. The solicitation provisions’ full text may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
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
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN	JUN 2020
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
752.252-70	PROVISIONS AND CLAUSES TO BE COMPLETED BY THE OFFEROR	MAR 2015

K.2 FAR 52.204-17 OWNERSHIP OR CONTROL 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.

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

Indicators of control include, but are not limited to, one or more of the following:
Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of Provision)

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (i) ☐ Paragraph (d) applies.
 - (ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-(A) Are not set aside for small business concerns;(B) Exceed the simplified acquisition threshold; and (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (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 will be performed in the United States or its outlying areas.
- (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 items.
- (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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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) 2.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.204-20, Predecessor of Offeror.
- ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.

- ☐ (A) Basic.
- ☐ (B) Alternate I.

- ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information,

the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
<hr/>			

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

(End of provision)

K.4 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 by unique location; 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).

(End of provision)

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

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

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

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

(End of provision)

**K.7 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>. (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.(c)
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public

segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

K.8 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL 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.

(End of provision)

K.9 52.222-22 PREVIOUS CONTRACTS (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.

(End of provision)

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.11 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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) 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.)

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 the 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.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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(End of provision)

K 12. FAR 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.

(End of provision)

K.13 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (NOV 2021)

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) *Representation.* The Offeror represents that—
 - (1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—
 - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**K.14 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25,

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

(End of provision)

K.15 AUTHORIZED NEGOTIATORS

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

[List names, titles, telephone numbers, and email addresses of the authorized negotiators,]

K.16 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.: 72049222R00003

Offer/Proposal No.:

Data Universal Numbering System (DUNS) No.:

Date of Offer :

Name and Signature:

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.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." The listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/browse/index/far>.

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government anticipates the award of one , cost-plus-fixed-fee, completion type, contract resulting from this solicitation [four (4) year base period and one (1) one year option period].

L.3 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 the Contracting Officer at:

Hand-carried Mailing Address:

USAID/Philippines
Annex 2 Building, U.S. Embassy
1201 Roxas Boulevard, 1000 Ermita
Manila, Philippines

Attention: Stéphane C. Bright
Contracting Officer
Regional Office of Acquisition and Assistance

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) A copy of any protest shall be faxed simultaneously to the attention of the USAID General Counsel at GC/LE at +001.202.216.3058, or hard copies can be sent to:

USAID
Office of General Counsel (06-06)
1300 Pennsylvania Ave, N.W.
Washington, D.C. 20523-6601

L.4 GENERAL INSTRUCTIONS TO OFFERORS

- (a) USAID/Philippines anticipates awarding one (1) contract as a result of this solicitation; however, it reserves the right not to make an award.
- (b) RFP Instructions: Proposals must be submitted in accordance with Section L. If an Offeror fails to follow the instructions for this solicitation, the Offeror's proposal may be eliminated from further consideration. If the Offeror does not understand the instructions in this solicitation, it should write to USAID/Philippines (manila-roaa-rfp@usaid.gov) for

clarification by the due date for submission of questions stated in the cover letter of this solicitation. See (g) below.

- (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/Philippines reserves the right to conduct a pre-award survey which may include, but is not limited to:
 - Offeror's ability to perform the duties under the contract conditions;
 - Review of the candidate contractor's financial condition, business and personnel procedures, etc.;
 - Visits to the candidate contractor's facilities; and
 - Visits to the candidate contractor's ongoing job sites.
- (e) **Offer Acceptability:** USAID/Philippines may determine an offer to be unacceptable if it does not comply with all of the terms and conditions of the RFP:
 - 1. Validity of offer in accordance with Block 12 of Standard Form 33;
 - 2. Completion of Standard Form 33, Blocks 12 through 18;
 - 3. Submission of proposed costs/prices and indirect cost information required in Section B and L of this RFP;
 - 4. Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K;
 - 5. Submission of information required by Section L or any other section of this RFP.
 - 6. The submission of these items in accordance with these instructions will, if USAID accepts the offer, contractually bind USAID 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:** USAID/Philippines will not pay for any costs incurred in the preparation and submission of a concept note or a full proposal.
- (g) **Questions and Clarifications:** Questions, comments, or requests for clarifications regarding this RFP must be sent to manila-roaa-rfp@usaid.gov with subject line "Questions on DCCP RFP submitted by [Name of Organization]" and received no later than the date and time indicated in the cover letter. **USAID will not accept any questions after this date.** If substantive questions are received that affect the response to the solicitation, or if changes are made to the closing date, time, or other aspects of the RFP, this solicitation will be amended.
- (h) **RFP Closing Date and Time:** Offerors must submit proposals in response to this RFP no later than the date and time specified in the cover letter of this RFP. Offerors remain

responsible for confirming receipt of its electronically transmitted files by the due date and time. The Contracting Officer will NOT accept late proposals.

- (i) Responsiveness to RFP: Proposals must respond directly to the terms, conditions, specifications and provisions of this RFP. Technical proposals not conforming to this RFP may be determined as technically unacceptable (i.e., the technical proposals fail to comply with material or essential provisions of the solicitation), thereby eliminating the Offeror from further consideration.
- (j) Proposal Clarity: Proposals must be specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to assure that your proposal contains all the necessary information, provides all required documentation and is complete in all respects, since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.
- (k) Government Obligation: The issuance of this RFP does not obligate the U.S. Government in any way to award a contract. Further, the U.S. Government reserves the right to reject any and all offers if the U.S. Government considers such action in its best interest.
- (l) Discrepancy. In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter will prevail.

L.5 PHASED APPROACH INSTRUCTIONS TO OFFERORS

USAID Philippines will follow an Advisory Phased Procurement under a Two-Step approach.

Participation in Step 1 is a mandatory part of this acquisition. **Failure to participate in Step 1 will preclude Offerors participation in Step 2.** After the Government completes its evaluation of Step 1 - Technical Concept Note review, Offerors will receive an advisory notification.

Offerors' concept paper deemed high confidence will be advised to proceed to Step 2 Submission of Full Technical Proposal. Offerors' concept paper not deemed high confidence will be advised that they are unlikely to be viable competitors, along with the general basis for that opinion.

The intent of this advice is to minimize proposal development costs for those Offerors with less likelihood of receiving an award. However, the Government's advice will be a recommendation only, and those offerors may elect to continue their participation in the acquisition (Step 2). The Government does not intend to provide debriefings after the completion of Step 1.

Step 1, Technical Concept Note: Offeror must submit a Technical Concept Note addressing the following:

Factor 1: Proposed Technical Approach

Factor 2: Relevant experience and Past Performance

(See Section L.7 - *Instructions for the preparation of Step 1 - Technical Concept Note Proposal*)

As this is not an establishment of a competitive range, no discussions, or revisions of an offeror's Step 1 submission will be accepted.

Step 2, Full Technical and Cost Proposal: Offeror must submit its full technical and cost proposal addressing the following:

Factor 3: Performance Work Statement

Factor 4: Management and Staffing Plan

Factor 5: Performance Indicators and Targets

(See Section L.8 - *Instructions for the preparation of Step 2 - Full Technical and Cost Proposal*)

L.6 PROPOSAL SUBMISSION/DELIVERY INSTRUCTIONS

The offeror must submit the specific items as part of its proposal package under each Step of the procurement process (see Sections L.6 and L.7). Proposals must be sent electronically via Internet email with no more than 10 attachments per email compatible with Microsoft Office 2010 (MS Word or Excel) or in a MS Windows environment. No individual files must exceed 5MB. Multiple emails may be sent to accommodate the proposal size and content, but each must contain a clear identification of the attachment and instructions for assembling the proposal.

Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped file attachments are not allowed.

The technical proposal is strictly limited to the respective page limits under each evaluation Step excluding Annexes and must be written in English. Offerors must comply with the following requirements:

- only Letter paper size (i.e., 8.5 by 11.0 inches or 215.9 by 279.4 mm)
- single spaced
- 12 point font Times New Roman or similar serif typeface
- all margins one inch (2.5 cm) wide; with
- sequentially numbered pages

Use of smaller font sizes or alternative page format may result in removal of proposal material provided to the evaluation panel. Maps, charts, or exhibits may use a font size smaller than 12-point as long as they remain legible without magnification but remain subject to the aforementioned page limits (for both Step 1 and Step 2 technical proposals).

Technical proposal may summarize all critical information provided in corresponding Annexes. USAID will not evaluate technical proposal pages that exceed the associated page limit under each selection Step.

Technical proposals must not make reference to cost data so that the technical evaluation may proceed strictly on the basis of technical merit.

Electronic submission of offerors' proposals in response to the RFP must be received by the due date at the email address stated below.

Email address: manila-roaa-rfp@usaid.gov

The subject line for every email must be formatted as applicable as follows for each step:

Step 1, Technical Concept Note

Attention: Stéphane C. Bright
Contracting Officer
Regional Office of Acquisition and Assistance (ROAA)
Solicitation No. 72049222R00003
USAID/Philippines DCCP-Pacific Activity
[Offeror's name]
TECHNICAL CONCEPT NOTE PROPOSAL (STEP 1)
EMAIL: 1 of XX

Step 2, Full Technical and Cost Proposal

Attention: Stéphane C. Bright
Contracting Officer
Regional Office of Acquisition and Assistance (ROAA)
Solicitation No. 72049222R00003
USAID/Philippines DCCP-Pacific Activity
[Offeror's name]
TECHNICAL PROPOSAL (STEP 2)
EMAIL: 1 of XX

Attention: Stéphane C. Bright
Contracting Officer
Regional Office of Acquisition and Assistance (ROAA)
Solicitation No. 72049222R00003
USAID/Philippines DCCP-Pacific Activity
[Offeror's name]
COST PROPOSAL (STEP 2)
EMAIL: 1 of XX

USAID will only accept electronic proposal submissions for receipt under this solicitation. Further, proposals must be received by the closing date and time indicated in the cover letter. Proposals must remain valid for a minimum of **240 days** and must be stated.

Offerors must ensure that the authorized representative not only prints or types his or her name and title, but signs the technical proposal cover page. Erasures or other changes must also be initialed by the person signing the proposal.

Proposals signed by an agent must be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost volume of the offeror's proposal must identify the individual(s) having authority to bind the offeror.

Offerors providing data they do not want disclosed to the public for any purpose or used by the USG except for evaluation purposes must mark the title page with the following legend:

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

and

Offerors must also mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

Offerors shall retain one copy of their proposal and all enclosures that accompany it for their records.

Lost or misdirected submissions received after the due date will be considered as having been submitted late. **FACSIMILE SUBMISSION IS NOT AUTHORIZED NOR WILL IT BE ACCEPTED.**

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

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

Offerors are encouraged to request a return receipt. For example, state in the email “Please acknowledge receipt of this email.”

Closing Date and Time: All proposals in response to this RFP will be due not later than the date stated on the cover letter of this solicitation. Offerors are responsible for ensuring timely delivery of proposals. Offerors are reminded that email is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP, the initial point of entry to the government infrastructure is USAID’s Washington mail server. Offerors are strongly encouraged to review FAR 15.208. **Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.**

If the offeror’s organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP.

Government Obligation: The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

For *Section K*, Offerors shall either submit the Representations, Certifications and Other Statements of Offerors as an Annex to the Cost Proposal and comply with FAR provision 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 website at via the System for Award Management, www.sam.gov.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE STEP 1 - TECHNICAL CONCEPT NOTE

Step 1 submission must not exceed 12 pages. The format of the submission must be as follows:

- Cover page/letter (not counted against the page limit)
- Table of contents (not counted against page limit)
- Step 1 Technical Concept Note Proposal:
 - Factor 1: Technical Approach
 - Factor 2: Relevant Experience and Past Performance
- Annexes (not counted against the page limit)
 - Results and/or Logical Framework;
 - Past Performance Information (PPIs) (see Attachment J.2)

- Organizational profile

All other Annexes not identified above will not be reviewed if submitted.

Note: There should be no cost or pricing information during this Step.

L.7.1 Cover Letter (1-2 pages, excluded from the page limit)

Offerors must include the following information on the technical proposal cover letter:

- a. Name of organization;
- b. Printed or typed name and title of the authorized representative; and
- c. Name, title, address, telephone number, and email address of the person who may be contacted during the proposal evaluation period and possible negotiations leading to award;
- d. Solicitation number and list of amendments received; and
- e. Organizations' Data Universal Numbering System number (i.e., DUNS No.)

NOTE: If the offeror does not have a DUNS number, USAID recommends that they begin the registration process via www.sam.gov. No award can be made without proper registration within this system.

L.7.2 STEP 1 - Technical Concept Note Proposal

The written Technical Concept Note proposal for Step 1 should be limited to 12 pages inclusive of the elements identified in this section and all attachments (including those that are not included in the page limitation above). The Technical Concept Note Proposal and Past Performance Information must be submitted in acceptable file formats such as the Microsoft Word and Adobe Acrobat (PDF). Information submitted in the Technical Concept Note in excess of 12 pages will not be evaluated.

The Technical Concept Note must address the following:

Factor 1: Proposed technical approach

The Offeror must demonstrate a clear understanding of the issues and challenges in addressing digital access and connectivity in the Pacific Island countries. The technical concept note should identify the most binding constraints supported by a thorough analysis of the challenges and opportunities to advancing the digital ecosystem in the region. This discussion should demonstrate a full appreciation of the political-economy, policy and institutional challenges in this sector and assess potential outcomes. In this section, the Offeror shall describe its overall strategy and technical approach in accordance with the Statement of Objectives (SOO). This section should demonstrate structured thinking behind the proposed interventions, as expressed by a coherent *theory of change*. The Offeror should present a *Results and/or Logical*

Framework outlining key assumptions and risks to achievement of project outcomes and intermediate results and mitigating factors /strategies should be explicitly stated.

Factor 2: Relevant Experience and Past Performance

Relevant Experience:

The Offeror must describe its capabilities and relevant experience in implementing an activity similar in scope and scale to the DCCP-Pacific activity. This will include information about the Offeror such as its organizational structure, skills and capabilities, resources and services that are relevant to the SOO in the Pacific Island countries or in similar settings in the Pacific region.

Past Performance:

1. The Offeror (including all partners of a joint venture) must provide performance information for itself, the contractor teaming arrangements, if any, and each major subcontractor (**one whose proposed cost exceeds 20 percent of the offeror's total proposed cost**) in accordance with the following:
 - i. List in an annex to the technical concept note proposal up to five (5) for the prime Offeror, and up to two (2) for each of the major subcontractors (if any), of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity to the requirements of the DCCP-Pacific SOO. Past performance information (see Attachment J.2) may be presented as an Annex to the Concept Paper Proposal.
 - ii. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:
 - Contract, Order or other identifying number,
 - Contract type, (i.e., fixed price, cost reimbursement);
 - Agency or entity providing the contract or funding
 - Description of the scope of work, including, but not limited to a brief discussion of the complexity/diversity of tasks;
 - Primary location(s) of work;
 - Term of performance;
 - Skills/expertise provided;
 - Dollar value;
 - Resources leveraged, if any; and
 - Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)

(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.
4. Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).
 - i. This section is not applicable to offers from small business concerns.

The Offeror must submit past performance information where it utilized or awarded to small business concerns. Provide a narrative summary of your organization's use of small business concerns over the past three (3) years. Provide a narrative summary of your organization's use of small business concerns. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed-- substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved. The information should include the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE STEP 2 - FULL TECHNICAL PROPOSAL

Step 2 Submission of full technical proposal

The full technical proposal should be limited to **30 pages** inclusive of the elements identified in this section and all attachments (including those that are not included in the page limitation below). Information submitted in the Full Technical Proposal in excess of **30 pages will not** be evaluated. Technical proposals, excluding annexes, must include the following sections:

- Cover page/letter (not counted against the page limit)
- Table of contents (not counted against the page limit)
- Executive Summary (2-page limit, but not counted against the page limitation; must describe the basic elements of the offeror's PWS, management and staffing plan, MEL Plan)
- Step 2 Full Technical Proposal:
 - Factor **34**: Performance Work Statement
 - Factor **42**: Management and Staffing Plan
 - Factor **53**: Performance Targets and Indicators

- Annexes (not counted against page limit)
 - Illustrative first year implementation plan (including rapid mobilization plan)
 - Collaboration, Learning and Adapting (CLA) Plan
 - Monitoring, Evaluation and Learning (MEL) Plan including Targets and Indicators Matrix
 - Gantt Chart outlining implementation timelines over the life of the project
 - Profiles and description of roles of consortium partners (if any)
 - Organizational Chart
 - Contractor Employee Biographical Data Sheet (Form AID 1420-17) and Curriculum Vitae/Resumes of Key Personnel with position description and three references (must provide full contact information: name, position, relationship, e-mail address, telephone number)
 - Draft Branding and Marking Plan
 - List of acronyms and/or abbreviations (optional)

All other annexes not identified above will not be reviewed.

L.8.1 Cover Letter

The required information for the Cover Letter under Step 2 Full Technical and Cost Proposal will follow the same information requirement for the Cover Letter under Step 1 Technical Concept Note Proposal (see Section L.6.1) and must be submitted in acceptable file formats such as the Microsoft Word and Adobe Acrobat (PDF).

L.8.2 Step 2 Full Technical Proposal

The technical proposal will address how the offeror proposes to achieve the results outlined in Attachment J.1, Statement of Objectives (SOO). It must reflect a clear understanding of the objectives and results to be achieved and the responsibilities of all parties involved. The technical proposal must address how the offeror intends to accomplish the objectives and achieve the intended outcomes outlined in the SOO. Further, the offeror should put forth a specific, clear, and detailed technical proposal responsive to the instructions contained herein. The technical proposal must offer an innovative, relevant, and feasible approach to each objective and describe how the proposed technical approach will achieve the intended outcomes and results described in the SOO. The technical proposal should clearly demonstrate how the offeror will employ effective solutions, deploy resources, and implement the proposed activities to achieve the SOO, accompanied by an understanding of the context and conditions against which they are being proposed.

The technical proposal should not merely repeat the contents of this RFP and Statement of Objectives, but it should offer original, critical thinking and analysis, related to each component and it should tie the technical approach to the objectives, deliverables, and results to be achieved.

Factor 34: Performance Work Statement (PWS)

The purpose of the PWS section of the full technical proposal is to provide sufficient information to permit a thorough evaluation of the proposal pursuant to the criteria described in Section M.

The PWS proposed by the successful offeror will be inserted in Section C of the resultant contract.

The PWS must propose specific interventions that will address each key objective as well as the cross-objectives as outlined in the SOO. The Offeror may propose further sub-activities under each proposed intervention to provide additional specificity. Each intervention should show how the proposed activities, outputs and outcomes will lead to expected results. Offerors are encouraged to propose creative, innovative, relevant, and feasible approaches designed to reach the desired outcomes/results of DCCP-Pacific.

The PWS must show how gender and social inclusion are suitably integrated into various objectives and activities of DCCP-Pacific. The PWS must describe how the Offeror will engage the private sector, develop partnerships, and leverage resources to bring solutions to scale, ensure sustainability, promote innovation, and achieve efficient outcomes.

The PWS must describe how it will utilize the grants under contract (GUC) mechanism across all objectives of the activity as stated in the DCCP-Pacific SOO. The Offeror must be able to clearly illustrate activities under the GUC mechanism and how these activities will contribute to, and impact the objectives or the whole DCCP-Pacific activity. As required by ADS 302, the Offeror should be able to clearly demonstrate how it intends to engage with USAID in the establishment of criteria for the selection of grant recipients. The Offeror should propose a timeline and resources required for implementing GUC activities within the life of the Activity. The Offeror is expected to set aside an amount which ranges from \$1.2 million to \$2 million in grant activities under the DCCP-Pacific contract.

In an Annex attached to the Full Technical Proposal, the Offeror must develop a monitoring, evaluation, and learning (MEL) plan. As stated in ADS 201, the project MEL Plan serves to measure progress towards planned results and to identify the cause of any delays or impediments during implementation. The Offeror must propose annual and life of project (LOP) targets, and other performance indicators (including for gender and social inclusion) that are ambitious, feasible and linked to the proposed results framework. A matrix describing targets and indicators across DCCP-Pacific objectives must be included in the Annex. The Offeror must also develop and present a Collaborating, Learning and Adapting (CLA) plan in the Annex. The Offeror must present a CLA plan that integrates collaborating, learning and adapting activities/project implementation to achieve desired outcomes and results. The CLA plan must present how collaborating, learning, and adapting is integrated in activity/project implementation to better achieve outcomes and results. The Offeror may refer to <https://usaidlearninglab.org/cla-toolkit> for additional guidance.

The PWS must be presented by a) base period and an option year and b) in the same order as the Objectives set forth in the SOO. Clearly describe the deliverables associated with each Objective, along with the deadline for completion and method of verification.

Factor 42: Management and Staffing Plan

The management plan shall describe how the tasks will be organized and managed to minimize non-productive costs to the government and how the Offeror will utilize the complementary capabilities of any proposed partners, consortium, and subcontractors most effectively and efficiently. The plan shall describe how lines of authority will be structured and managed within

the Offeror's own organization and between the prime Offeror and any consortium, partners and subcontractors.

The Offeror must propose qualified individuals as key personnel and their respective competencies and responsibilities. The Offeror must propose no less than the following five key personnel to lead the successful implementation of this activity including a Chief of Party, Deputy Chief of Party, and technical leads for the four components – (Offeror may determine based on their approach whether the same individual can be assigned as Objective team lead for Objectives 2 and 3). Team leads are expected to be subject-matter experts relevant to their assigned components and can manage teams of professionals to produce key results and outcomes.

In the Annex, the Offeror must provide relevant contractor biographical data sheets and CVs/resumes for each key personnel proposed, describing their educational qualifications and professional experience not to exceed two pages. The Annex will also include each position describing their roles and responsibilities, relationship to other key personnel and staff. The Offeror's proposed position descriptions shall reflect a clear understanding of technical and management skills necessary to achieve the results. Please refer to Section F.10 Key Personnel.

Factor 53: Performance Targets and Indicators

The Offeror will develop and submit a monitoring, evaluation and learning (MEL) plan. As stated in ADS 201, the project MEL Plan serves to measure progress towards planned results and to identify the cause of any delays or impediments during implementation. The MEL Plan for the project provides a framework for monitoring, evaluation and learning that pulls together performance information from all activities contributing to a project. The plan will include a realistic yet aggressive timeline for achieving the annual and end-of-program indicators, indicative targets or measures needed to achieve the expected program results. This section should also describe how the Offeror will ensure data quality and integrity including data-collection and data analytic methods. Reporting requirements communicating project activities and results, including periodic success stories, should also be included in the plan. The MEL plan may be included in an annex attached to the Technical Proposal.

The Offeror will develop and present a Collaborating, Learning and Adapting (CLA) plan. The CLA plan must demonstrate the extent to which collaborating, learning, and adapting will be integrated in activity/project implementation to better achieve outcomes and results. The plan must articulate how CLA principles and practices will be carried out throughout the life of the project, including involvement of stakeholders, timing and goals of pause-and-reflect sessions, and how the project will incorporate learnings in CDI. The Offeror may refer to <https://usaidlearninglab.org/cla-toolkit> for additional guidance. The CLA plan can be included in an annex attached to the Technical Proposal.

The Offeror should propose an annual and life of project (LOP) targets, and other performance indicators (including for gender and social inclusion) that are ambitious, feasible and linked to the proposed results framework. This table can be included in the Annex.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Cost proposals are only required during Step 2 of the selection process.

(A) General

Each cost proposal will be evaluated but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness.

Cost realism is defined as the offeror's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror's technical capacity. The Government will evaluate the proposed costs to determine if they are realistic using proposal analysis techniques consistent with FAR 15.404.

For the purposes of the cost proposal, "Major Subcontractor(s)" are those subcontractors whose costs exceed 20 percent of the Offeror's total proposed cost or who are otherwise defined by the prime to be essential to successful project implementation. All primes must identify "major subcontractors" in the cover letter of their proposals.

(B) Page Limits and Formatting

The cost proposal must be submitted in a completely separate file from the technical proposal. The cost proposal detailed budget must be in Excel compatible with Microsoft Excel 2010 and calculations and formulas must be visible and unlocked and self-explanatory. There shall be no hidden cells or spreadsheets, nor any password protected and inaccessible cells/sheets. The full cost volume may also be submitted in Adobe Acrobat (PDF). While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.

Please clearly identify each section of the cost proposal and provide a table of contents so that the individual sections (SF 33, budget spreadsheets, budget narrative, etc.) are easily identifiable.

(C) Contents

1. Standard Form (SF) 33

The Offeror shall submit SF 33, titled "Solicitation, Offer, 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.

2. Proposed Cost/Price

This section of the Cost Proposal must contain a completed Section B with costs, fee, rate and other information provided. Specifically, Sections B.3 (a-c), B.4, B.6, and F.98 should be filled out.

- i. The Offeror must provide a complete budget, including the budgets for each subcontractor, by cost element utilizing the provided budget template in Attachment J.3. The cost elements must roll into Contract Line Item Numbers (CLINs) to be included in Section B.4 of the contract.
- ii. The Offeror must provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions must be clearly stated. The information in the narrative must be in sufficient detail to allow a complete analysis. This must include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract or subgrant. The cost information shall include the basis of each cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the fee. For other direct costs, must be identified separately and broken down by destination, number of trips, and the number of travelers. For Living Quarters Allowance, Offerors must justify the proposed housing rate with information from Offerors' market research.
- iii. Fixed Fee - The proposed fixed fee must include the rationale for the proposed amount (FAR 15.404). Please see Section F.98 for additional instructions.
- iv. Indirect Cost Information (e.g., Overhead, G&A, Material & Handling):
 - (a) The Offeror and proposed subcontractors must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (a) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
 - (b) If the Offeror or major subcontractor is proposing indirect costs and does not have a cognizant Government Audit Agency, the proposal must include:
 - Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements must include details of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
 - The most recent two fiscal year pool and base costs compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

Description	Y1	Y2	Y3	Y4	Y5	Total
Salaries						
Fringe Benefits						
Allowances						
Consultants						
Travel and Transportation						
Equipment and Supplies						
Subcontractors						
Grants Under Contract (cumulative value must be within the range of \$1.2 million to \$2 million)						
Other Direct Costs						
Indirect Costs						
Total Estimated Costs						
Fixed Fee						
Total Cost Plus Fixed Fee						

The Offeror must present a summary budget that segregates cost by **CLIN** as shown in Section B.4 above.

Labor: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct labor salary and wages must be proposed in accordance with the Offeror's personnel policies and must meet the regulatory requirements. Costs of long-term and short-term personnel must be broken down by person years, months, days or hours. A detailed Level of Effort (LOE) estimate with a separate line item for each proposed position must be provided.

a. Completed biographical data sheets

Form AID 1420-17 (forms may be obtained at: <https://www.usaid.gov/forms/aid-1420-17>), must be provided for all proposed key personnel. Bio-data forms must be properly completed, certified and signed by both employee and Contractor in the appropriate spaces with all blocks completed, as appropriate.

b. Compensation plan

Offerors must submit a compensation plan which includes all technical and administrative staff positions that corresponds to the Management and Staffing Plan. This plan must include a general position description and the level of responsibilities and qualifications and must include the salary range for the position.

The following presents an illustrative summary of the compensation plan:

Position	Illustrative Title	Responsibilities	Minimum Qualifications	Compensation (Min - Max)
Key Personnel	Chief of Party			\$XXX - \$XXX
Key Personnel	Deputy Chief of Party			\$XXX - \$XXX
Technical Staff	Economist			\$XXX - \$XXX
Operations Staff	Accountant			\$XXX - \$XXX
Operations Staff	Finance Officer			\$XXX - \$XXX
Operations Staff	Grants Officer			\$XXX - \$XXX
Administrative Staff	Secretary			\$XXX - \$XXX

The compensation plan must be supported by market/industry research for salaries.

Fixed Fee: The Offeror must propose a fixed fee schedule as detailed under section B.5 PAYMENT OF FIXED FEE for USAID consideration.

Fringe benefits: If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Fringe Benefits for local long-term staff must be budgeted as a separate item of cost and include only the social contributions (excluding income tax) in accordance with the labor law.

Allowances: AIDAR 752.7028 provides guidance for differentials and allowances with further references to Standardized Regulations. Any proposed allowances should be broken down by specific type and by person and should be in accordance with offeror's policies and the applicable regulations.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. Costs of consultants must be broken down by person years, months, days or hours. The offeror must propose a blended daily consultant rate for each type of consultant and experience level. The blended rate must be proposed for each of the years of the period of performance. The offeror must provide a description of the methodology used to determine the blended rate for each consultant with sufficient information to determine the reasonableness of the cost.

Travel, transportation, and per diem: "Travel and Transportation" includes all field staff travel, international travel, STTA international/regional travel, travel within the program geographical focused countries, visas, medevac insurance, etc. The cost proposal will indicate the number of trips, domestic and international, and the estimated costs per trip along with justification for the travel in the cost narrative. Specify the origin and destination for each proposed trip, duration of travel, name/position of personnel, and number of individuals traveling. Airline fares must be reasonable and shall be lowest cost economy travel. Per Diem will be based on the offeror's normal travel policies but may not exceed the Federal Travel Regulations (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offerors must budget accordingly and make their own arrangements for local travel transportation.

Equipment and supplies: Specify all materials, supplies, and equipment expected to be purchased, including type, unit cost and units. A list of proposed equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are expected to be subject to the 937 Geographic Code.

Subcontracts: Information sufficient to determine the reasonableness of the cost/price of each specific subcontract proposed must be included with rationale for the type of subcontract chosen. Subcontract budgets must be provided in the same level of detail as the prime offeror. USAID highly encourages firm fixed price sub-contracts wherever possible, or other types as appropriate, in order to ensure maximum incentive for control of costs and performance based on deliverables. **Time and Material subcontracts will not be allowed.** Offerors may submit Information to Support Consent to Subcontract as an Annex to the Cost Proposal.

Subcontracting Plan

If the Offeror is other than a small business, it must submit a Subcontracting Plan together with the Cost Proposal (See [USAID Small Business Subcontracting Plan Template](#)). Submitted Plans must address subcontracting with small business (SB), veteran owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall contract.

Grants under Contract: Grants under Contract for this activity may be proposed with a cumulative value within the range of \$1.2 million to \$2 million, in accordance with the approach and the offeror's proposed PWS. Providing large lump sum amounts under this cost item will not be accepted. Offeror must provide illustrative programs areas/activities that will warrant grant funding and the range of individual grant amounts. This description can be provided in the budget narrative.

Other direct costs: This includes cost related to report preparation, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), branding and marking costs, as well as any other costs which directly benefit the program proposed by the offeror. The narrative will provide a breakdown and support for all other direct costs. If seminars and conferences are included, the offeror must indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs, including number of participants. Please refer to ADS 253 for further information.

Indirect Costs (e.g., overhead, G&A, material & handling): The Offeror should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.). The offerors are requested to include the ceiling indirect cost rates for Prime and Major Subcontractors.

The Offeror and each proposed major subcontractor 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.

If Offerors or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year to- date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

Fixed fee (if any): FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre- negotiation objective and provides profit-analysis factors for analyzing profit or fee. Propose fee with rationale supported by application of the profit-analysis factors.

3. **Completed Section K – Representations, Certifications, and Other Statements of Offerors** for the prime offeror and major subcontractor(s) (one whose proposed cost exceeds 20% of the offeror's total proposed contract cost).

4. Policies and Procedures

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

5. Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Contracts under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

6. Evidence of Responsibility

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. Accordingly, prime Offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must

- a. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104- 3(a));
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- c. 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;
- d. Have a satisfactory record of integrity and business ethics;
- e. 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)); Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- f. Be otherwise qualified and eligible to receive an award under applicable laws and regulations

7. Accomplished Certification Regarding TIP Compliance Plan and [SF-LLL](#) - Disclosure of Lobbying Activities

Accomplished certification must be submitted together with the cost proposal.

L.10 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations.

L.11 DRAFT BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

Offerors must prepare and submit a draft Branding Implementation Plan and Marking Plan with the technical proposal as an Annex to the Step 2 Full Technical Proposal. Note that the plans are a separate item and will not be scored. However, the plans from the apparently successful Offeror will be reviewed and subject to approval prior to contract award. The plans will not be counted in the Step 2 proposal page limitation. This plan must specifically address the following:

Digital Connectivity and Cybersecurity Partnership (DCCP)-Pacific

How the USAID logo will be positioned on materials and communications:

All USAID logos on materials and communications produced must be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other US Government (USG) and non-USG entities, the names and/or logos of these entities must be mentioned in the branding, with an equal level of prominence to the USAID logo.

Desired level of visibility:

USAID identity must be prominently displayed on commodities or equipment; in printed, audio, visual or electronic public communications; in studies, reports, publications, web sites, and all promotional and informational products; and events.

Other organizations to be acknowledged:

When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations must be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

- A. Branding Implementation Plans must specifically address the following:

1. How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following: Press releases, Press conferences, Media interviews, Site visits, Success stories, Beneficiary testimonials, Professional photography, PSAs, Videos, and Webcasts, e-invitations, or other emails sent to group lists, such as participants for a training session blast emails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, showcasing before-and-after photographs, securing endorsements from ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

B. The Marking Plan must enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.”

L.12 EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to small business Offerors. However, if the small business Offeror does not have a NICRA, the proposal must include either the Audited Financial Statements or the Reviewed Financial Statements as defined below:

Audited Financial Statements provide the auditor’s opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity’s internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or CPA" herein) review; the accountant is not aware of any material modifications that must be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business Offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business Offeror's fiscal year, they must submit an adequate final incurred cost proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

L.13 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERS

Offerors and all proposed subcontractors must ensure they are registered in the System for Award Management (SAM) (www.sam.gov) per FAR Part 4.

The Offeror and each proposed **major** subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors". The submission of these items in accordance with these instructions will, if the USG accepts the offer, contractually bind the USG and the successful Offeror to the terms and conditions of the prospective Contract (i.e., sections A through K). The USG advises prospective Offerors to read the terms and conditions of the prospective Contract carefully and to refer any questions of interpretation in accordance with the

instructions in Section L of the solicitation in writing no later than the date specified on the cover letter.

L.14 JOINT VENTURE INFORMATION

If two or more parties have formed a partnership or joint venture (see FAR 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Contracts under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.15 EVIDENCE OF RESPONSIBILITY

The Prime Offeror and subcontractor(s) 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. To be determined responsible, a prospective contractor must address FAR 9.104. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make a determination of responsibility, then the Contracting Officer may make a determination of nonresponsibility and the Offeror may be precluded from being awarded a contract. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

The Offeror must address and include in the proposal each of the elements in FAR 44.202-2 in order for all proposed subcontractors to be considered should the CO determine that it is in the best interest of the USG to provide consent to subcontract at the time of award.

L.16 LEGISLATIVE REPORTING INFORMATION

The successful Offeror must provide the following information in a separate page; this information will be used for Congressional reporting if your organization is selected:

- The Offeror's name and address (street, city, state, zip code). In the case of commodity awards, please indicate the place or places of U.S. production if known.
- The Offeror's contact name and telephone number.
- The following subcontract information (if applicable):
 - (a) the total value of anticipated subcontracting included in the total estimated cost or price; and

(b) for each anticipated subcontract of \$100,000 or more to a U.S. organization, please provide:

- (1) the name and address of the subcontractor;
- (2) the name and/or U.S. telephone number of the subcontractor contact, if known;
- (3) a brief description of the services or commodities to be provided;
- (4) the estimated cost or price; and
- (5) the period of the subcontract.

L.17 BRANDING AND MARKING PLAN

The successful Offeror must submit a **final** branding and marking plan **30 days after contract award** which complies with Section **F.8 D** of the RFP.

L.18 ANNUAL CANCELLATION CEILINGS

Annual Cancellation Amount: The successful Offeror must propose cancellation dates and ceilings for this contract, accompanied by a rationale explaining the basis for its proposal. “Cancellation ceiling” means the maximum cancellation charge that the contractor can receive in the event of cancellation. “Cancellation charge” means the amount of unrecovered costs which would have been recouped through amortization over the full term of the contract, including the term canceled. The final dates and amounts will be negotiated with the apparent successful Offeror and will be included in Section B.8 (Multi-year Contract and Cancellation Ceiling) of the contract and will be subject to FAR 52.217-2. If an Offeror does not anticipate a cancellation charge under this contract, it should state that it does not envision a cancellation charge and its proposed cancellation ceiling is \$0. Please note that USAID does not foresee costs that would be amortized over the course of the contract, so cancellation ceilings must be minimal, if any.

L.19 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 _____ . *[Contracting Officer designates the official or location where a protest may be served on the Contracting Officer.]*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.20 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (DEC 2021)

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

(b) Waivers.

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

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror’s/Contractor’s reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

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

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

- (i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.
- (ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.
- (iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.

(4) Additional submission requirements:

- (i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:
 - a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
 - b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.
- (ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:
 - a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
 - b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
 - c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.
- (iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:
 - a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
 - b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
 - c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and
 - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.
- (iv) Pending waiver requests/Approved waivers:
 - a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
 - b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

[END OF SECTION L]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) USAID intends to award a Contract without discussions with the apparently successful Offeror in accordance with FAR 52.215-1. However, discussions may be conducted at the Contracting Officer's discretion.
- (b) USAID will evaluate proposals in accordance with Section M of this RFP and make an award to the responsible Offeror whose proposal represents the best value to the USG. "Best value" is defined as the offer that results in the most advantageous solution for the USG, in consideration of technical, cost, and other factors using the trade-off process per FAR 15.101-1.
- (c) The submitted technical information will be scored by a technical evaluation committee (TEC) using the criteria shown below. When evaluating the competing offers, USAID will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by USAID through its own research.
- (d) In accordance with FAR 15.304(e), all evaluation factors other than cost or price when combined are significantly more important than cost or price factors.
- (e) This solicitation incorporates the following provision with the same force and effect as if it were given in full text: FAR 52.217-5, Evaluation of Options (JUL 1990).

M.2 TECHNICAL EVALUATION FACTORS

- (a) The technical proposal will be rated by a technical evaluation committee using the criteria shown in this Section - M.2.1 for evaluation of Step 1 Technical Concept Note and M.2.2 for evaluation of Step 2 Full Technical and Cost Proposals
- (b) The criteria below reflect the requirements of this particular solicitation. Offerors must note that these criteria (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors must address in their proposals.

M.2.1 Step 1 - Technical Concept Note

M.2.1a Evaluation Methodology

The Step 1 Technical Concept Note proposals will be evaluated using the following confidence ratings. In evaluating the technical concept notes, Factor 1 Proposed Technical Approach is equally important as Factor 2 Relevant Experience and Past Performance.

Confidence Rating	Description
High Confidence (Green)	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and has substantive past performance and experience working in projects of similar scope and size to DCCP-Pacific.
Some Confidence (Yellow)	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and has some past performance and experience working in projects of similar scope and size to DCCP-Pacific.
Low Confidence (Red)	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or has minimal or no past performance and experience working in projects of similar scope and size to DCCP-Pacific.

Offerors whose Step 1 Technical Concept Notes are rated as either “High Confidence” or “Some Confidence” will be invited to participate in Step 2 of the evaluation process and will be requested to submit a Step 2 Full Technical and Cost Proposal.

M.2.1b Evaluation Factors

For Step 1, Technical Concept Notes will be evaluated based on the following evaluation factors. All factors are of **equal importance**. Subfactors under each factor are of equal importance. See section L for instructions regarding submission requirements for each evaluation criterion.

Factor 1: Proposed Technical Approach:

- How well the Offeror understands the issues and challenges in addressing digital access and connectivity and confronting the digital ecosystem in the Pacific Island countries, considering an understanding of the political-economy and other contextual considerations.
- Whether the Offeror proposes an overall strategy and theory of change that is logical and appropriately linked to the proposed results framework.

Factor 2: Past Performance and Relevant Experience:

For past performance considerations, the Offeror will be evaluated based on the following:

- How well the Offeror demonstrates its capability in successfully implementing projects similar in scope, size and relevance to DCCP-Pacific as it relates to the past performance requirements of Selection L.6, Step 1.

Past Performance information will be used in Step 1, and for responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

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

- Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- Cost control, including forecasting costs as well as accuracy in financial reporting.
- Management, addressing the history of professional behavior and overall business-like concern for the interest of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- Utilization of Small Business, for prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.
- Regulatory compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).

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

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

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

USAID will also utilize the same set of information above for evaluation of the past performance of proposed subcontractors.

M.2.2 Step 2 Full Technical Proposal Evaluation Factors

M.2.2a Evaluation Methodology

In evaluating the full technical proposals, Factor 3 (Performance Work Statement) and Factor 4 (Management and Staffing Plan) are **equally important** and **more important than** Factor 5 (Performance Targets and Indicators). For Factors containing subfactors, all subfactors are of equal importance. See section L for instructions regarding submission requirements for each evaluation criterion.

The following factors will be evaluated as follows:

Factor 3: Performance Work Statement (PWS)

Factor 4: Management and Staffing Plan

Factor 5: Performance indicators and targets

In evaluating the technical factors, the TEC will fully evaluate and document significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies for each Offeror's proposal as shown in the chart below. The TEC will utilize the definitions in the chart below when evaluating each offeror's proposal.

The TEC will evaluate the technical factors and subfactors, as described in Section M of the RFP.

The technical evaluation committee will use an adjectival approach when evaluating the proposals. The chart below details the rating scheme and the definitions that apply to technical factors.

Adjective	Technical/Management/Personnel Definition
Exceptional	<p>An Exceptional proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A comprehensive and thorough proposal of exceptional merit. • Proposal meets and fully exceeds the Government expectations or exceeds RFP requirements and presents very low risk or no overall degree of risk of unsuccessful contract performance. • Shall have no significant weaknesses • Strengths significantly outweigh any weaknesses that may exist.
Very Good	<p>A Very Good proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A proposal demonstrating a strong grasp of the requirements. • Proposal meets RFP requirements and presents a low overall degree of risk of unsuccessful contract performance. • Strengths significantly outweigh any weaknesses that exist.
Satisfactory	<p>A Satisfactory proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A proposal demonstrating a reasonably sound response and a good grasp of the requirements. • Proposal meets RFP requirements and presents a moderate overall degree of risk of unsuccessful contract performance. • Strengths outweigh weaknesses.
Marginal	<p>A Marginal proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The proposal shows a limited understanding of the requirements. • Proposal meets some or most of the RFP requirements but presents a significant overall degree of risk of unsuccessful contract performance. • Weaknesses equal or outweigh any strengths that exist.
Unsatisfactory	<p>An Unsatisfactory proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The Proposal does not meet the RFP requirements or requires a major rewrite of the proposal. • Presents an unacceptable degree of risk of unsuccessful contract performance. • Deficiencies and significant weaknesses demonstrate a lack of understanding of the Government's needs. • Weaknesses and or deficiencies significantly outweigh any strengths that exist.

M.2.2b Evaluation Factors

Step 2 Full Technical Proposals will be evaluated based on the following evaluation factors.

Factor 3: Performance Work Statement

- USAID will evaluate how specific, relevant, feasible, realistic, and innovative is the offeror's proposed approach as described in their PWS in accomplishing the Statement of

Objectives (SOO).

- USAID will evaluate whether the PWS proposes specific interventions for the four main objectives and cross-cutting objectives outlined in the SOO.
- USAID will evaluate How the PWS incorporates gender, social inclusion, private sector engagement, environmental compliance, and the use of the grants in its proposed interventions.

Factor 4: Management and Staffing Plan

- Key Personnel - USAID will evaluate the relevancy of experience as it relates to the SOO, appropriateness of skills, and academic credentials, suitability of proposed individual(s) for the position(s), developing country experience to successfully manage the technical and administrative aspects of the DCCP-Pacific activity to achieve the proposed results.
- USAID will evaluate the quality and suitability of the management structure, overall soundness of the management functions, including the division of roles and responsibilities of proposed staff, and subcontractor(s).

Factor 5: Performance Indicators and Targets

- USAID will evaluate the Offeror's proposed activity indicators, intended targets and outcomes that are specific, measurable, achievable, realistic and time-bounded (SMART) based on the illustrative results in the SOO,
- The Offeror should propose annual and life of project (LOP) targets, and other performance indicators (including for gender and social inclusion) that are ambitious, feasible and linked to the proposed results framework. This table can be included in the Annex.

M.3 COST/BUSINESS PROPOSAL EVALUATION

No rating is assigned to the cost proposals evaluation. While the technical evaluation criteria are significantly more important than cost, cost remains important. Cost will primarily be evaluated for realism, allowability, and reasonableness in accordance with FAR 15.404-1. This evaluation will consist of a review of the cost portion of an Offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Offeror understands of the requirements, and if the costs are consistent with the Technical Proposal.

Evaluation of the cost proposal will consider, but not be limited to, the following:

- cost reasonableness, cost realism and completeness of the cost proposal and supporting documentation;

- overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements); and
- amount of the proposed fee.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within each Offeror's technical and management approach. A cost realism evaluation shall be performed as part of the evaluation process as follows:

- Verify the Offeror's understanding of the requirements;
- Assess the degree to which the cost proposal accurately reflects the technical approach;
- Assess the degree to which the costs included in the Cost Proposals accurately represent the work effort included in the respective Technical Proposals.

The results of the cost realism analysis will be used as part of the Agency's best value/tradeoff analysis. Although technical evaluation criteria are significantly more important than cost, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become. Therefore, the evaluation of costs proposed may become a determining factor in making the award as technical ratings converge.

M.4 SOURCE SELECTION

At Step 2:

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

M.5 AWARD WITHOUT DISCUSSIONS

At Step 2:

The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, offerors are required to submit their best initial proposal submission

from both a cost and a technical standpoint. USAID reserves the right to conduct discussions if the Contracting Officer determines them necessary.

M.6 DETERMINATION OF THE COMPETITIVE RANGE

At Step 2:

The competitive range of Offeror(s) 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.

[END OF SECTION M]

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ATTACHMENT J. 1

STATEMENT OF OBJECTIVES

A. Introduction

This Statement of Objectives (SOO) is for the Contractor to provide technical services to implement the **Digital Connectivity and Cybersecurity Partnership (DCCP) – Pacific** activity. DCCP-Pacific aims to support the digital transformation of the Pacific Island countries (**refer to Section F.a**). Through this regional activity, USAID aims to foster an open, interoperable, reliable, and secure digital ecosystem in the Pacific Islands by (1) improving broadband access; (2) strengthening digital policy and regulations; (3) advancing digital platforms and solutions for the delivery of public services; and (4) upgrading of digital skills and literacy.

Interested offerors are expected to present an innovative, responsive, strategic approach and cost effective solutions that will provide the services, intended results, commodities required to support and advance an open, interoperable, reliable, and secure connectivity in the Pacific Island countries.

B. Background and context

The Pacific region is characterized by its wide geographical expanse and remoteness, the smallness of its countries' economies and high degree of economic concentration, its cultural diversity, its vulnerability to external shocks and general dependence on external assistance. On the digital front, connectivity infrastructure is generally poor, internet service is costly, and computer penetration low. At the end of 2018, mobile internet penetration in the region was the lowest of any region in the world at 18 percent. Access is also largely concentrated in primary population centers while remote regions and islands experience relatively higher cost and effort. According to a UNESCAP report,³ broadband connectivity in the Pacific subregion is varied with New Caledonia, Fiji and Tonga having experienced strong growth while other Pacific Island countries are lagging. There is also significant variation in the development of local mobile markets; subscriber penetration rates range from a high of 84% in Fiji to a low of just 11% in the Marshall Islands⁴. Overall, ICT development in the PICs is hampered by the lack of investment in ICT infrastructure, insufficient human resources and skills, and a constrained business environment.

While having avoided some of the worst health impacts of the COVID-19 pandemic, the PICs suffered severely from the economic downturn ensuing from the crisis. The closure of international travel and lockdowns to curb the spread of COVID-19 have had serious impacts on employment, international labor mobility, and livelihoods across the region. Owing to the region's heavy reliance on key income sources badly affected by the crisis, especially tourism, the PICs are facing rising unemployment and fewer income opportunities. The need for more robust digital infrastructure and internet connectivity across the Pacific Islands has become more apparent with the onset of the pandemic. To develop a more robust health and governance

³ See UNESCAP, 2018. "Broadband Connectivity in Pacific Island Countries".

⁴ GSMA, 2019. The Mobile Economy: Pacific Islands 2019.

response to the pandemic and boost economic recovery, the PICs need to improve the quality of digital communications and connectivity.

This activity will support necessary changes in the legal and regulatory environment to support the digital economy and mobilize public and private investment in the ICT sector. This activity will assist in advancing regulatory reforms that focus on market liberalization, deregulation and expanding broadband internet access. Digital applications that improve the efficiency and transparency of public service delivery, enhance the quality of services, and increase the productivity and competitiveness of the PICs will be promoted. Cross-regional (or subregional) harmonization of legal/regulatory instruments and institutions will be advanced. Targeted approaches to address the needs of remote islands and last mile connectivity with the aim of reducing digital divides will be supported.

C. Strategic Approach and purpose

C.a. Strategic purpose

The Pacific Islands countries (PIC) are an essential part of the U.S. vision for a free and open Indo-Pacific (IPV) and the USG's Pacific Pledge. The Pacific Island countries (PICs) are recognized U.S. partners on critical issues that impact U.S. economic and national security interests. Foreign assistance also advances self-reliance throughout the Pacific. U.S. assistance reinforces the foundations of good governance and democracy, fosters economic growth, and promotes sovereignty and self-reliance through transparent, high-standard development approaches. USG assistance will seek to bolster the capacity of PICs to freely determine and advance their own interests as they sustainably develop their resilience, economies, democracies, and human capital and counter malign influence.

This activity supports USAID's overall goal in the Pacific Islands region: "Democratic, Prosperous and Resilient Pacific Island Region," in particular, this activity will work towards Development Objective 2 (DO2): "Resilient Economic Growth Advanced". This activity is directly aligned with the economic growth pillar of the Indo-Pacific Vision, particularly under the Digital Connectivity and Cybersecurity Partnership (DCCP) initiative and USAID's Digital Strategy⁵. This activity also seeks to implement USAID's Private Sector Engagement policy and align with the goals of the Women's Economic Empowerment (WEE) Initiative.

C.b. Theory of Change, Purpose and Results Framework

Theory of Change

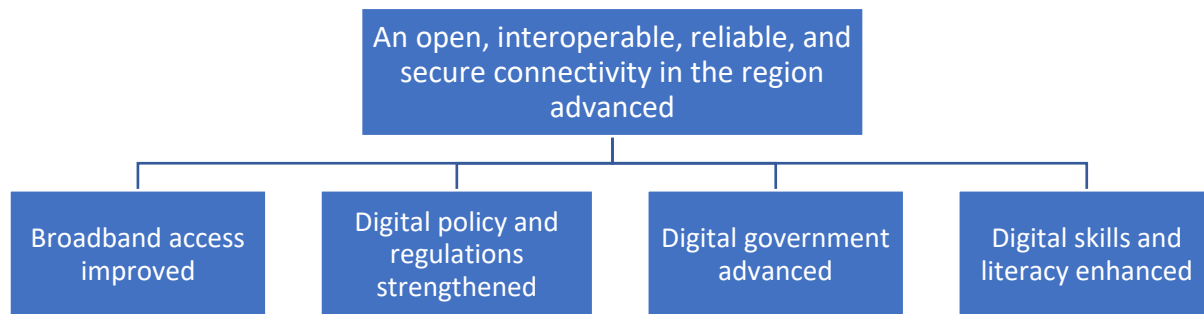
IF broadband access is improved; if enabling environment is reformed to attract greater ICT investment; e-government expanded and digital skills and literacy are upgraded and enhanced; THEN an open, interoperable, reliable, and secure connectivity will be advanced fostering greater levels of trade and investment and resilient economic growth in the PIC region.

Purpose

⁵ See <https://www.usaid.gov/usaid-digital-strategy>.

The DCCP-Pacific activity seeks to advance an open, interoperable, reliable, and secure connectivity in the PICs by (1) improving broadband access; (2) strengthening digital policy and regulations; (3) advancing digital platforms and solutions for the delivery of public services; and (4) upgrading of digital skills and literacy.

Results Framework



D. Objectives:

The Contractor will furnish all technical personnel, materials, equipment, supplies, facilities, services and perform all activities necessary for, or incidental to, the performance of work to accomplish the objectives below:

Objective 1: Broadband access improved

Submarine cable connectivity in the Pacific Islands has increased dramatically over the last decade. Several PICs have invested or are investing in undersea fiber optic cables and exploring new technologies such as satellite connections to lower cost and provide more reliable connections. According to the International Telecommunications Union, submarine cables are set to connect virtually all Pacific Island nations and territories. By 2021, all major Pacific island countries are expected to have installed and operational submarine cable connections, signaling a rapid increase in connectivity rates across the region. There has also been a boom in mobile telephony with internet access with over 60% of Pacific islanders owning a mobile phone. Internet bandwidth has improved over the years with most PICs using 3G-4G technologies. 4G connections are set to account for more than half of total connections by 2023, doubling the figure from the end of 2018.

Building on the investments in undersea cable infrastructure and improvements in mobile connectivity, this activity will assist the PICs to effectively take advantage of these infrastructure investments to improve access and connectivity within and between the island countries. This DCCP-Pacific activity will support means to optimize the use of available submarine cable in the region and assist governments to develop broadband access action plans to capitalize on these cable investments. This activity will also support alternative technologies to improve connectivity, including satellite access, TV White Space and Open RAN. Innovative approaches to last mile connectivity technology and improved village or community-level coverage that can help reach remote, rural populations will also be supported. This activity will promote public-

private partnerships (PPP) in ICT infrastructure development including working with regional mobile network operators (MNOs) to promote interoperability.

Objective 2: Digital policy and regulations strengthened

Several PICs have deregulated their ICT sectors to open it up more to investment and increase internet access. In the mid-2000s, the PICs began to liberalize domestic telecommunications markets. Tonga was among the first to deregulate its telecoms sector in 2003, with most of the other PICs following suit over the last 15 years. However, monopolies can still be found in the Marshall Islands, the Federated States of Micronesia, Tuvalu (state-owned), and Nauru (private), while other countries have no more than two operators. On the other hand, Pacific Island countries that have introduced competition in the mobile services sector (by allowing a second private telecommunication operator to enter) have experienced significant expansion in broadband access.

This activity will support further improvements in the regulatory framework covering the digital ecosystem. Working with the national government of the Offeror's proposed PICs, regional entities and other reform stakeholders, interventions aimed at improving standards, lowering regulatory compliance costs, promoting competition, and reducing or even eliminating barriers to entry will be reinforced. This activity will strengthen the regulatory framework covering areas such as open access, spectrum management, licensing management, data governance and cybersecurity protection, and implementing universal service funds, among others. This activity will also assist PICs formulate rules and standards covering license and spectrum fees to offer the most affordable pricing for end-users. Regulations covering digital solutions for payments, e-commerce transactions, cross-border trade and other financial services will also be covered. Standards and rules covering emerging technologies such as blockchain and artificial intelligence will also be covered.

This activity will support regional and subregional cooperation initiatives aimed at enhancing broadband connectivity. This activity can facilitate dialogue and collaboration between different stakeholders, including donors and financiers, governments, regulators, private operators, research institutions and think tanks, and subregional organizations, among others to develop common regulatory standards, exchange best practices and harmonize policy frameworks such as those under the Pacific Islands Forum and the Pacific Islands Telecommunications Association. This activity will support the review and updating of the 2016-2020 Pacific Regional ICT Strategic Action Plan (PRISAP) that seeks to address and coordinate ICT development issues regionally.

Objective 3: Digital government advanced

Several PICs are pursuing national ICT strategies that include e-government initiatives⁶. Fiji is most advanced after launching an e-government strategic plan in 2001 and establishing the Government Information Infrastructure (GOVNET) and a government data center in 2006. In 2018, Fiji launched a mobile app called DigitalFIJI providing access to government information and services. PNG created its Integrated Government Information System (IGIS) in 2005 and Digital Government Master Plan in 2018. Solomon Islands launched its National ICT policy in

⁶ See Australian Strategic Policy Initiative (ASPI). 2020. ICT for Development in the Pacific Islands.

2017 including a government access network called SIG Connect. Tonga launched its National ICT Strategic Plan in 2009 and, in 2019, adopted its Digital Government Strategic Framework. Samoa launched its first National ICT plan in 2003 and in 2010 worked on an e-government strategy. Last May 2019, Samoa established a Digital Transformation Authority. Vanuatu released its m-Government strategy in 2014 and established an office of the Government Chief Information Officer (GCIO) to oversee e-government initiatives. Tonga, Samoa, Vanuatu have implemented online business registries while Fiji and Solomon Islands have introduced online taxation service. Papua New Guinea also introduced an online form for request of national passports while Kiribati established an online ship registry. Online birth and death registration already exists throughout the Pacific subregion.

This activity will continue to support the delivery of public services and conduct of public transactions through digital platforms and solutions in the region. Increased delivery of government services through electronic means such as one-stop-platforms, single entry portal for public information and other online services, digital identification systems, e-procurement and online transactional services and e-payments systems may be pursued. Improving government databases or registries, data management and data-sharing, and capacity for data analytics will also be supported. This activity will support broadband access and adoption across relevant social sectors, such as health and education. Outreach activities aimed at increasing awareness and adoption will be pursued.

Objective 4: Digital skills and literacy enhanced

The investments made in ICT infrastructure and the deregulation of the telecommunications sector have not been accompanied by increased investments in upgrading digital skills and literacy. Pacific Island countries have very limited local human capacity to support the development of the ICT sector⁷. While many modern technologies can be found in the Pacific islands, the overall utilization of these emerging technologies has been very limited. Many universities in the region have limited or no local access to ICT. E-government initiatives of several countries also suffer from a severe shortage of skilled staff and lacks the ability to retain staff in government service. Regulatory authorities are understaffed and under-skilled.

This activity will support interventions that boost the quality and quantity of ICT professionals needed to drive and sustain the digital transformation of the region. This activity will train and strengthen ICT development programs to upgrade the digital literacy skills and competencies of Pacific islanders. To increase the number of ICT qualified experts, support for Pacific universities and other training institutes or centers at the national and regional levels will be crucial to meet the needs of the region's domestic industries and the public sector. The Offeror is expected to identify regional platforms, propose its approach to provide technical training and strengthen them as knowledge hubs.

Cross-cutting objectives:

Gender and social inclusion

⁷ See ADB. 2018. ICT for Better Education in the Pacific.

The Offeror is required to identify and outline any potential gender and social inclusion issues that might be encountered during project implementation and how these issues will be addressed. This activity will support national and regional efforts addressing barriers to inclusive digital development and narrow the digital divide. Specific interventions should be identified to boost women and girls' skills and workforce development. Assistance to enterprises and businesses owned by women and those owned by persons with disabilities will also be pursued. This activity will ensure the meaningful participation and engagement of women and persons with disabilities in all plans and decisions concerning ICT development consistent with ADS 201.3.9.3, USAID's [2020 Gender Equality and Women's Empowerment Policy](#) and Section 508 of Rehabilitation Act <https://www.fcc.gov/general/section-508-rehabilitation-act>. Where opportunities arise, the implementer(s) will work with the PIC governments, regional institutions and other stakeholders that have a role to play in advancing implementation of gender/PWD-related laws and action plans.

Cybersecurity

As internet usage expands in the Pacific region, significant risks to cybersecurity also increases. DCCP-Pacific will boost the PICs local capacity to increase awareness, reduce vulnerabilities, address cyber threats and strengthen cyber protections. Several Pacific Island Countries have developed laws to deal with cybercrime and some have even implemented specific cybercrime legislation. This activity will strengthen national cybersecurity policy, laws, regulations, and strategies as set by the government across the different components. This activity will also assist the PICs to develop national strategies to move to secure 5G technology. Support to build the capacity of National Computer Incident Response Teams (CIRTs) and the Pacific Computer Emergency Response Team (PacCERT) will be provided. This activity will support regional-level cooperation and coordination efforts and networks to promote common standards, exchange best practices and monitor cyber activities such as through the Pacific Cyber Security Operational Network (PaCSON)⁸.

Resilience

The Pacific Island countries remain vulnerable to climate changes from sea level rise and more frequent and stronger storms, among others. Climate change impacts will continue and increase over the short to medium term—threatening increasing numbers of people, infrastructure, and ecosystems in the Pacific region. The region has also been negatively impacted by the economic downturn resulting from the COVID pandemic. While incidence remains comparatively low, preparing for health pandemics is also a priority. Adaptation and mitigation measures should be incorporated in ICT development plans and programs. DCCP-Pacific will use information and communication technologies in early warning systems, adaptation, mitigation and disaster response and recovery initiatives. Developing e-government solutions and platforms in implementing climate adaptation, disaster risk management, and pandemic response will be supported. Where relevant, support for the Pacific Islands Framework for Action on Climate Change is to be included.

⁸ Established in 2017, the PaCSON network includes representatives from Australia, the Cook Islands, Fiji, Kiribati, Marshall Islands, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, the Solomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu.

E. Illustrative results and indicators

The Offeror is expected to propose the following results and indicators (refer to Section F.e):

- Increased percentage of households with internet access
- Increased percentage of individuals using the internet
- Amount of investment mobilized (in USD) for advancing and maintaining open, interoperable, and secure internet as supported by U.S. Government assistance
- Number of open, interoperable, reliable, and secure network connections as supported by U.S. Government assistance
- Number of laws, policies, regulations, or standards promoting open, interoperable, reliable and secure digital infrastructure formally adopted or implemented as supported by U.S. Government assistance
- Number of government units using internet (by publicly accessible websites) to deliver public services
- Number of government processes transacted or delivered on-line
- Number of individuals with improved ICT skills and certifications as a result of U.S. government support
- Number of cybersecurity professionals trained with U.S. government support
- Number of organizations adopting National Institute of Standard and Technology (NIST) cybersecurity framework standards, as supported by U.S. Government assistance
- Number of institutions with cyber security practices in country that meet the criteria for cyber security Maturity Indicator Level 1 (MIL1) or higher in several or more domains as a result of USG assistance

F. Other considerations:

F.a. Place of performance

DCCP – Pacific will be implemented in up to 12 Pacific Island Countries (PICs) including the Federated States of Micronesia (FSM), Fiji, Kiribati, Nauru, Palau, Papua New Guinea (PNG), Republic of the Marshall Islands (RMI), Samoa, Solomon Islands, Tonga, Tuvalu, and Vanuatu. The Offeror will propose criteria used for selecting the number of countries where DCCP-Pacific will be implemented. The Offeror must include in their proposed Performance Work Statement (PWS) a schedule of implementation of assistance activities by Objective area taking into account the levels of ICT development, host government priorities and needs, and investments made by other donors and bilateral partners, among others as a criteria for prioritization. The Offeror must also propose interventions that aggregate the needs of the individual countries in a regional approach. This activity will also work to support regional initiatives, such as those under the Pacific Islands Forum and the Pacific Community, that advances DCCP objectives. The Offeror will set up the main project management office (PMO) in Port Moresby, PNG and may propose the location of up to two other field offices, as necessary to implement this activity. USAID encourages the offeror to locate the field offices in a location best suited for project management and implementation. USAID will provide final approval of the priority locations for this activity.

The current COVID-19 pandemic and the restrictions on travel and in-person meetings is likely to constrain project implementation for an undetermined time. Offerors should propose

innovative approaches to efficiently address these constraints on mobility that may impinge on project implementation.

F.b. Engagement with the private sector, development partners and other USG entities

This activity implements USAID's Private Sector Engagement policy that seeks to consult, strategize, align, collaborate, and implement with the private sector for greater scale, sustainability, and effectiveness of development outcomes. The Offeror will undertake efforts to engage companies and investors to explore opportunities for collaboration and work with the private sector to create new solutions and approaches that achieve project outcomes. The Offeror should develop a PSE plan that engages the private sector and develops partnerships with business firms and associations to leverage resources, bring solutions to scale, ensure sustainability, promote innovation, and achieve efficient outcomes. This activity is intended to closely coordinate with multilateral and bilateral development partners that have active programs in the region⁹. The World Bank, the Asian Development Bank (ADB), the International Telecommunications Union (ITU) and bilateral partners such as Australia, New Zealand, Japan, KTECorea and the European Union all have on-going assistance activities in this space. Working in close collaboration with other USAID activities operating in the region as well as other U.S. government agencies, such as the State, Commerce, the U.S. Development Finance Corporation (DFC), U.S. Trade Development Agency (USTDA) and the Federal Communications Commission (FCC), among others, is envisioned for this activity. Coordination with the respective Embassy Missions in the PIC region in advancing DCCP objectives should be effective and efficient.

F.c. Sustainability and scalability

Sustainability and scalability are central to the objectives and design of the activity. The Offeror will propose innovative solutions that describe how sustainability and scalability objectives will be integrated and how benefits and results will continue and be scaled up beyond USAID funding. The offeror's approach will identify key sustainability issues and considerations including economic, financial, social soundness, institutional capacity, technical/sectoral, and environmental (including climate change vulnerability). The plan may be included in the Offeror's Performance Work Statement where interventions can be identified and described to ensure sustainable outcomes.

F.d. Environmental Guidelines and Climate Risk Management

The Offeror will perform the work in accordance with the approved programmatic Initial Environmental Examination (IEE) and its subsequent amendment(s), USAID's environmental regulations at 22 CFR 216, and in accordance with application of local environmental laws and regulations. DCCP Pacific's activities will largely entail technical assistance and capacity building initiatives and is not expected to be directly carrying out construction activities. As such, the initial environmental assessment may recommend a Categorical Exclusion threshold decision. Activities under the Categorical Exclusion do not require an Environmental Assessment because the actions do not impact the natural or physical environment. However,

⁹ Donor support for regional connectivity can be sourced from the Pacific Aid database, which is available at: <https://pacificaidmap.lowyinstitute.org>

some activities may be recommended for Negative Determination with Conditions to capture the nature of some tasks that may have a potential harmful environmental impact. All activities recommended for a Negative Determination with Conditions are subjected to further environmental review for approval by the project's COR and the MEO using the Environmental Screening Report (ESR) prior to implementation.

The Pacific region is highly vulnerable to the impacts of climate change, sea level rise, increased frequency of extreme weather events, rising temperatures, and extreme rainfall. The ADS 201 puts in place the new Climate Risk Management guidance for USAID activities. This requires the Offeror to develop climate risk management measures to ensure that the DCCP-Pacific Activity is more climate resilient and avoids maladaptation.

F.e. Monitoring, Evaluation and Learning (MEL)/ Collaborating, Learning and Adapting (CLA) Plan

The Offeror is also expected to develop a monitoring, evaluation and learning (MEL) plan and a collaborating, learning and adapting (CLA) plan. As stated in ADS 201, the project MEL Plan serves to measure progress towards planned results and to identify the cause of any delays or impediments during implementation. The MEL Plan for the project provides a framework for monitoring, evaluation and learning that pulls together performance information from all activities contributing to a project. The MEL plan will include annual and life of project performance indicators and milestone targets. Data disaggregation by gender will be followed. The plan should describe the Offeror's data collection and analysis methods and how it will ensure data quality and reporting. The MEL plan should facilitate USAID monitoring, evaluation and reporting of this activity.

The Contractor will develop and implement a Collaborating, Learning and Adapting (CLA) plan for this activity. The CLA plan must demonstrate the extent to which collaborating, learning, and adapting will be integrated in activity/project implementation to better achieve outcomes and results. The plan must articulate how CLA principles and practices will be carried out throughout the life of the project, including involvement of stakeholders, timing and goals of pause-and-reflect sessions, and how the project will incorporate learnings in CDI. The Offeror may refer to <https://usaidlearninglab.org/cla-toolkit> for additional guidance.

The contractor will ensure geographic data collection, analysis, and visualization to improve the technical approach, operational awareness, development decision-making, accountability, and transparency.

F.f. Grants under contract

The Offeror will administer and execute multiple grants within a range between \$1.2 to \$2 million over the life of the project. The purpose of the grants under contract (GUC) component is to extend resources to non-government organizations and entities, including academic institutions, private sector organizations, civil society organizations, and other private enterprises whose participation is deemed crucial to DCCP-Pacific. GUC activities will complement other components of the DCCP-Pacific and allow USAID to leverage available resources from potential partners to maximize the outcomes of the project. The GUC may be used across all objectives of this activity and could include a wide array of technical assistance activities,

including but not limited to research, training and capacity building, coalition building, policy advocacy, public outreach, policy development and acquisition of certain technologies. The Offeror must propose a plan to utilize grants in achieving project goal and objectives in conformance with ADS 303, Grants and Cooperative Agreements to Non-Government Organizations.

ATTACHMENT J.2

PAST PERFORMANCE INFORMATION

Past Performance Information (PPI)
(To be Completed by the Offeror)

1. Contract Number:
2. Contractor (Name and Address):
3. Type of Contract: Negotiated _____ Sealed Bid _____ Fixed Price _____ Cost Reimbursement _____
4. Complexity of Work: Difficult _____ Routine _____
5. Description, location, and relevancy of work, skills and expertise, including performance evaluation rating
6. Contract Dollar Value: _____ Status: Active _____ Completed _____
7. Date of Award: _____ Contract Completion (including extensions): _____
8. Type and Extent of Subcontracting:
9. Name, Address, Telephone Number, E-mail Address of the Procuring Contracting Officer and/or the Contracting Officer's Representative (and other references – e.g., Administrative Contracting Officer – if applicable):

ATTACHMENT J.3

BUDGET TEMPLATE

ATTACHMENT J.3 - SAMPLE BUDGET TEMPLATE

Solicitation No.: 72049222R00003

ACTIVITY NAME: Digital Connectivity and Cybersecurity Partnership (DCC) - Pacific

Mandatory Budget Format

BUDGET SUMMARY SPREADSHEET: DOLLAR COSTS

Please provide the information requested for each year, the totals and a by line item explanation.

All amounts in US dollars. If more subawardees are proposed please insert additional worksheets as needed.

	BASE PERIOD					OPTION YEAR	
COST ELEMENT	Year 1	Year 2	Year 3	Year 4	Total	Year 5	Total (Y1-Y5)
LABOR							
FRINGE BENEFITS							
ALLOWANCES							
TRAVEL & PER DIEM							
EQUIPMENT & SUPPLIES							
SUBCONTRACTS							
GRANTS							
OTHER DIRECT COSTS							
INDIRECT COSTS							
TOTAL ESTIMATED COSTS (TEC)							
FIXED FEE							
TOTAL ESTIMATED COSTS PLUS FIXED FEE							

ATTACHMENT J.3

BUDGET TEMPLATE

ATTACHMENT J.3 - SAMPLE BUDGET TEMPLATE

Solicitation No.: 72049222R00003
ACTIVITY NAME: Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific
Mandatory Budget Format

DETAIL PRIME: DOLLAR COSTS

Please provide the information requested for each year, the totals and a by line item explanation.
All amounts in US dollars. If more subawardees are proposed please insert additional worksheets as needed.

	BASE PERIOD													OPTION YEAR				
	Year 1			Year 2			Year 3			Year 4			TOTAL (Years 1-4)	Year 5			TOTAL (Years 1-5)	
COST ELEMENT	Rate	LOE	Total	Rate	LOE	Total	Rate	LOE	Total	Rate	LOE	Total		Rate	LOE	Total		
LABOR (rate; level of effort; total)																		
SUBTOTAL LABOR																		
FRINGE BENEFITS (include allowances)																		
(add lines as needed)																		
SUBTOTAL FRINGE BENEFITS																		
ALLOWANCES																		
TRAVEL & PER DIEM																		
EQUIPMENT AND SUPPLIES																		
SUBCONTRACTS (include consultants)																		
(add lines as needed)																		
GRANTS																		
SUBTOTAL SUBCONTRACTS																		
OTHER DIRECT COSTS																		\$ -
INDIRECT COSTS																		
(add lines as needed)																		
SUBTOTAL INDIRECT COSTS																		
TOTAL ESTIMATED COSTS (TEC)																		
FIXED FEE (FF)																		
TOTAL ESTIMATED COSTS (TEC) PLUS FIXED FEE																		

ATTACHMENT J.3

BUDGET TEMPLATE

ATTACHMENT J.3 - SAMPLE BUDGET TEMPLATE

Solicitation No.: 72049222R00003
ACTIVITY NAME: Digital Connectivity and Cybersecurity Partnership (DCCP) - Pacific
Mandatory Budget Format

DETAIL SUBCONTRACTOR: DOLLAR COSTS

Please provide the information requested for each year, the totals and a by line item explanation.
All amounts in US dollars. If more subawardees are proposed please insert additional worksheets as needed.

Type of Subcontract:

ITEM	Year 1			Year 2			Year 3			Year 4			TOTAL (Years 1-4)	OPTION YEAR Year 5			Total (Years 1-5)
	Rate	LOE	Total	Rate	LOE	Total	Rate	LOE	Total	Rate	LOE	Total		Rate	LOE	Total	
LABOR (rate, level of effort, total)																	
Direct Long Term Labor																	
Direct Short Term Labor																	
Local Staff																	
Home Office																	
SUBTOTAL LABOR																	
FRINGE BENEFITS																	
(add lines as needed)																	
SUBTOTAL FRINGE BENEFITS																	
ALLOWANCES																	
(add lines as needed)																	
SUBTOTAL ALLOWANCES																	
TRAVEL & PER DIEM																	
SUBCONTRACTS																	
(add lines as needed)																	
SUBTOTAL SUBCONTRACTS																	
INDIRECT COSTS																	
(add lines as needed)																	
SUBTOTAL INDIRECT COSTS																	
TOTAL ESTIMATED COSTS																	
FIXED FEE (If Any)																	
TOTAL ESTIMATED COSTS PLUS FIXED FEE																	

ATTACHMENT J.4

REQUEST FOR CATEGORICAL EXCLUSION

A Categorical Exclusion on the Digital Connectivity and Cybersecurity Partnership (DCCP) – Pacific activity was completed, approved in USAID/Philippines and concurred to by the Asia Bureau Environmental Officer on July 1, 2021. The illustrative tasks and activities examined in this DCCP RCE, as outlined in this RFP, received a Categorical Exclusion, for which an Initial Environmental Examination, or an Environmental Assessment is not required because the actions do not have an effect on the natural or physical environment. The initial screening of the DCCP-Pacific’s technical assistance and training interventions against climate change effects indicate that they are at low risk. The proposed interventions related to technical assistance and training and other actions typically have no impact on the environment. The determinations recommended in this Categorical Exclusion apply only to projects/activities and sub-activities described herein. Other projects/activities that may arise must be documented in either a separate IEE, an RCE amendment if the activities are within the same project/activity, or other type of environmental compliance document.

ATTACHMENT J.5

LOCAL COMPENSATION PLANS

U.S. EMBASSY PAPUA NEW GUINEA LOCAL COMPENSATION PLAN

The following annual salary ranges of a 40-hour workweek for LE/FSN levels 1 to 12 is provided as reference to Offerors.

Annual Basic Salary Ranges (in PNG Kina)		
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
LE 12	221,263	324,743
LE 11	161,147	309,669
LE 10	124,905	174,875
LE 9	89,563	125,393
LE 8	70,946	99,336
LE 7	48,634	68,084
LE 6	40,985	57,385
LE 5	30,766	43,066
FSN 4	26,579	37,209
FSN 3	21,466	30,056
FSN 2	18,284	25,604
FSN 1	15,860	22,200

ATTACHMENT J.5

LOCAL COMPENSATION PLANS

**U.S. EMBASSY FIJI
LOCAL COMPENSATION PLAN**

The following annual salary ranges of a 40-hour workweek for LE/FSN levels 1 to 12 is provided as reference to Offerors.

Annual Basic Salary Ranges (in Fiji Dollar)		
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
LE 12	119,752	172,456
LE 11	97,878	140,958
LE10	77,817	112,041
LE 9	57,608	82,952
LE 8	48,622	70,018
LE 7	39,526	56,914
LE 6	30,489	43,905
LE 5	26,032	37,492
LE 4	24,663	35,499
LE 3	22,117	31,849
LE 2	18,566	26,726
LE 1	15,572	22,424

ATTACHMENT J.5

LOCAL COMPENSATION PLANS

**U.S. EMBASSY FEDERATED STATES OF MICRONESIA
LOCAL COMPENSATION PLAN**

The following annual salary ranges of a 40-hour workweek for LE/FSN levels 1 to 11 is provided as reference to Offerors.

Annual Basic Salary Ranges (in U.S. Dollar)		
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
LE 11	29,718	47,550
LE10	23,981	38,381
LE 9	19,192	30,700
LE 8	17,453	23,615
LE 7	14,759	56,914
LE 6	12,804	20,484
LE 5	11,547	18,471
LE 4	10,060	16,096
LE 3	9,101	14,573
LE 2	8,078	12,926
LE 1	7,232	11,576

ATTACHMENT J.5

LOCAL COMPENSATION PLANS

**U.S. EMBASSY PALAU
LOCAL COMPENSATION PLAN**

The following annual salary ranges of a 40-hour workweek for LE/FSN levels 1 to 11 is provided as reference to Offerors.

Annual Basic Salary Ranges (in U.S. Dollar)		
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
FSN 11	26,832	38,902
FSN 10	24,379	35,339
FSN 9	21,961	31,841
FSN 8	19,951	28,931
FSN 7	16,724	24,254
FSN 6	15,190	22,020
FSN 5	13,487	19,557
FSN 4	12,246	17,756
FSN 3	11,118	16,118
FSN 2	10,092	14,632
FSN 1	9,159	13,289

ATTACHMENT J.5

LOCAL COMPENSATION PLANS

**U.S. EMBASSY REPUBLIC OF THE MARSHALL ISLANDS
LOCAL COMPENSATION PLAN**

The following annual salary ranges of a 40-hour workweek for LE/FSN levels 1 to 11 is provided as reference to Offerors.

Annual Basic Salary Ranges (in U.S. Dollar)		
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
FSN 11	38,270	49,750
FSN 10	31,921	41,491
FSN 9	27,810	36,150
FSN 8	23,260	30,230
FSN 7	15,484	20,134
FSN 6	14,043	18,253
FSN 5	12,958	16,858
FSN 4	11,793	15,323
FSN 3	10,733	13,953
FSN 2	7,708	9,968
FSN 1	6,745	8,765