

REQUEST FOR PROPOSAL No.: 72064120R00001

ISSUE DATE: February 11, 2021

DEADLINE FOR QUESTIONS: February 19, 2021 at 12:00p.m. (Noon) GMT

CLOSING DATE AND TIME: March 29, 2021 at 12:00p.m. (Noon) GMT

Subject: Feed the Future Ghana Trade and Investment Activity

To All Prospective Offerors:

The United States Agency for International Development (USAID) is seeking proposals to provide technical assistance and support to USAID/Ghana's Economic Growth Office to support their Feed the Future Ghana Trade and Investment activity as described in the attached Request for Proposal (RFP).

USAID/Ghana anticipates awarding one Cost-Plus-Fixed-Fee Completion type contract for an anticipated five-year period. The estimated total cost plus fixed fee for this award is up to \$37 million, which encompasses a \$27 million for the base award and \$10 million reserved for an Optional CLIN for Prosper Africa services. The \$37 million is to subject to availability of funds. Offerors should not strive to meet the maximum amount; rather, Offerors should propose costs that are appropriate, realistic, and reasonable, and in accordance with the proposed approach for achieving results. The principal geographic code for this contract is 937 and North American Industry Classification System (NAICS) code is 541990.

This procurement is being conducted through full and open competition for which the procedures for "contracting by negotiation, trade-off process," as described in Part 15 of the Federal Acquisition Regulation (FAR), will apply. All types of organizations are eligible to compete. In support of implementation and procurement reforms USAID is interested in expanding the number and sustainability of development partners. As a result, USAID/Ghana encourages proposals from potential new and/or local partners.

This RFP can be viewed and downloaded from the beta.SAM.gov website. USAID reserves the right to amend or rescind this solicitation at any time. If substantive questions are received that affect the response to the solicitation, or if changes are made to the closing date and time as well as other aspects of the RFP, this solicitation will be revised, and amendments will be issued and posted on the beta.SAM.gov website. USAID advises to regularly check the above website for amendments.

If your organization would like to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Questions and Proposals must be submitted only electronically via email on or before the due dates stipulated above to Robyn Bertholon at rbertholon@usaid.gov and Robert Ago-Josiah at ragojosiah@usaid.gov. Late proposals will be handled in accordance with FAR 15.208. This solicitation in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal.

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

Sincerely,

Keisha Effiom
Director, Regional Acquisition and Assistance Office
USAID/West Africa

Offeror must download the most recent version of the SF 33 on www.gsa.gov to prepare its offer.

Table of Contents

PART I - THE SCHEDULE	8
SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS	8
B.1 PURPOSE	8
B.2 CONTRACT TYPE	8
B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT	8
B.4 BUDGET LINE ITEMS	8
B.5 COST REIMBURSABLE	9
B.6 PAYMENT OF FIXED FEE	9
SECTION C – PERFORMANCE WORK STATEMENT	10
SECTION D – PACKAGING AND MARKING	11
D.1 AIDAR 752.7009 MARKING (JAN 1993)	11
D.2 BRANDING AND MARKING POLICY	11
D.3 BRANDING STRATEGY	11
D.4 ANTICIPATED ELEMENTS OF A MARKING PLAN	12
D.5 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION PLAN AND MARKING PLAN	12
SECTION E – INSPECTION AND ACCEPTANCE	14
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	14
E.2 INSPECTION AND ACCEPTANCE	14
E.3 CONTRACTOR PERFORMANCE EVALUATION	14
E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	15
SECTION F – DELIVERIES OR PERFORMANCE	16
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	16
F.2 PERIOD OF PERFORMANCE	16
F.3 PLACE OF PERFORMANCE	16
F.4 KEY PERSONNEL	16
F.5 REPORTS, PLANS, AND OTHER DELIVERABLES	18
F.6 REPORTING AND DELIVERABLE MATRIX	25
F.7 PROGRAM PERFORMANCE EVALUATIONS	29
F.8 AUDIT	29
F.9 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)	29
F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013)	30
F.11 PERFORMANCE STANDARD	31
SECTION G - CONTRACT ADMINISTRATION DATA	33
G.1 ADMINISTRATIVE CONTRACTING OFFICER	33
G.2 CONTRACTING OFFICER’S AUTHORITY	33
G.3 CONTRACTING OFFICER’S REPRESENTATIVE	33
G.4 ACCEPTANCE AND APPROVAL	33
G.5 PAYING OFFICE AND INVOICING INSTRUCTIONS	33
G.6 AIDAR 752.7003 DOCUMENTATION OF PAYMENT (NOV 1998)	34
G.7 ACCOUNTING AND APPROPRIATION DATA	35

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT	35
G.9 AIDAR 752.228-9 CARGO INSURANCE (DEC 1998)	35
SECTION H – SPECIAL CONTRACT REQUIREMENTS	36
H.1 REQUESTS FOR CONSENT TO SUBCONTRACT	36
H.2 AUTHORIZED GEOGRAPHIC CODE	36
H.3 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)	36
H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION	36
H.5 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN'S) AND COOPERATING COUNTRY NATIONALS (CCN'S) (AIDAR 722.170)	38
H.6 ADDITIONAL REQUIREMENTS FOR PERSONNEL	39
H.7 LOGISTICAL SUPPORT	39
H.8 ELECTRONIC AND INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)	39
H.9 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)	40
H.10 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)	42
H.11 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APRIL 2018)	46
H.12 CLOUD COMPUTING (APRIL 2018)	46
H.13 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M/OAA-DEV-FAR-20-3c AND M/OAA-DEV-AIDAR-20-3c) (APRIL 2020)	52
H.14 DEFENSE BASE ACT (DBA) INSURANCE	53
H.15 EXECUTIVE ORDER ON TERRORISM FINANCING	55
H.16 ELECTRONIC PAYMENTS SYSTEM	55
H.17 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)	56
H.18 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)	57
H.19 AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)	59
H.20 AIDAR 752.222-70 USAID DISABILITY POLICY (DECEMBER 2004)	59
H.21 GRANTS UNDER CONTRACTS (GUCS)	59
H.22 ENVIRONMENTAL COMPLIANCE	61
H.23 AIDAR 752.204-2 SECURITY REQUIREMENTS (FEB 1999)	62
H.24 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS. (FEB 2012)	62
H.25 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)	63
H.26 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)	64
H.27 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES (MAR 2015)	65
H.28 AIDAR 752.245-70 GOVERNMENT PROPERTY USAID REPORTING REQUIREMENTS (OCT 2017)	65
H.29 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (OCT 1996)	66

H.30 AIDAR 752.7012 PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (AUG 1995)	67
H.31 STANDARDS OF CONDUCT - IMPROPER BUSINESS PRACTICES	68
H.32 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)	69
H.33 CONFLICT OF INTEREST	69
H.34 DISCLOSURE OF INFORMATION	70
H.35 PROHIBITION AND ASSISTANCE TO DRUG TRAFFICKING	71
H.36 NONEXPENDABLE PROPERTY AND INFORMATION TECHNOLOGY RESOURCES	71
H.37 GENDER CONSIDERATION	71
H.38 PROHIBITION ON CONTRACTING FOR CERTAIN COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Section 889) (January 2021)	71
PART II – CONTRACT CLAUSES	74
SECTION I - CONTRACT CLAUSES	74
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	74
I.2 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)	79
I.3 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)	81
I.4 FAR 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)	82
I.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)	82
I.6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)	82
I.7 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)	83
I.8 FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS (OCT 2020)	83
I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)	89
I.10 52.244-2 SUBCONTRACTS (JUN 2020)	93
I.11 AIDAR 731.205-43 TRADE, BUSINESS, TECHNICAL AND PROFESSIONAL ACTIVITY COSTS—USAID CONFERENCE APPROVAL REQUIREMENTS. (M/OAA-DEV-AIDAR-20-01C) (APR 2020)	95
I.11 AIDAR 731.231-72 CONFERENCE PLANNING AND REQUIRED APPROVAL (APR 2020)	96
I.12 AIDAR 752.7032 – INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)	98
I.13 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)	99
PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	100
SECTION J – LIST OF ATTACHMENTS	100
PART IV - REPRESENTATION AND INSTRUCTIONS	101
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR	101
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	101
COMPLIANCE WITH THE VETERANS EMPLOYMENT REPORTING REQUIREMENTS	101
K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)	101

K.3 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)	104
K.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)	105
K.5 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (OCT 2020)	108
K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITIES MATTERS (AUG 2020)	108
K.7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	110
K.8 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)	112
K.9 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS- CERTIFICATION (JUN 2020)	112
K.10 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)	114
K.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)	115
K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	118
K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	119
K.14 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)	119
K.15 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (AUG 2009)	120
K.16 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)	121
K.17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)	122
K.18 52.230-7 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)	124
K.19 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	124
K.20 SIGNATURE	125
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	126
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	126
L.2 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)	126
L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)	126
L.4 GENERAL INSTRUCTIONS TO OFFERORS	127
L.5 TECHNICAL VOLUME ORGANIZATION	129
L.6 INSTRUCTION FOR PREPARING THE TECHNICAL VOLUME	131
L.7 INSTRUCTIONS FOR PREPARING THE COST VOLUME	134
L.8 FAR 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)	144
L.9 EVIDENCE OF RESPONSIBILITY	145
L.10 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR	145
L.11 CONSENT TO SUBCONTRACT	146
L.12 LEGISLATIVE REPORTING INFORMATION	146

L.13 SUBCONTRACTING: SMALL BUSINESS GOAL PLAN AND SUBCONTRACTING PLAN	146
L.14 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT	147
SECTION M – EVALUATION FACTORS FOR AWARD	149
M.1 GENERAL INFORMATION	149
M.2 TECHNICAL EVALUATION CRITERIA	149
M.3 DETERMINATION OF COMPETITIVE RANGE	151
M.4 COST EVALUATION	151
M.5 SOURCE SELECTION	152
M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS	152
M.7 52.217-5 EVALUATION OF OPTIONS (JUL 1990)	152
Attachment J-1: Statement of Objectives	153
Attachment J-2: Budget Template	154
Attachment J-3: Disclosure of Lobbying Activities Form	155
Attachment J-4: Contractor Performance Information Form	156
Attachment J-5: Programmatic Initial Environmental Examination – Ghana Food Security Project	158
Attachment J-6: AMELP Template	159

PART I - THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and other services as described in the Performance Work Statement (PWS) found in Section C for the implementation of USAID/Ghana’s activity entitled, “Feed the Future Ghana Trade and Investment.”

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee completion type contract. For consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required for the five-year base period, exclusive of fixed fee and exclusive of the Prosper Africa Optional Contract Line Item Number (CLIN), is **#{CO to insert at award}**. The fixed fee for the five-year base period, exclusive of the Optional CLIN, is **#{CO to insert at award}**. The estimated cost plus fixed fee for the five-year base period, exclusive of the Optional CLIN is **#{CO to insert at award}**.

(b) The estimated cost for the performance of the work required for the five-year base period, exclusive of fixed fee and inclusive of the Prosper Africa Optional CLIN, is **#{CO to insert at award}**. The fixed fee for the five-year base period, inclusive of the Optional CLIN, is **#{CO to insert at award}**. The estimated cost plus fixed fee for the five-year base period, inclusive of the optional CLIN, is **#{CO to insert at award}**.

(c) Within the estimated cost plus fixed fee (if any) 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 **#{CO to insert at award}** for the base period of performance. The Prosper Africa Optional CLIN is not exercised at this time. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled, “Limitation of Funds” (FAR 52.232-22). See Section I of this contract.

B.4 BUDGET LINE ITEMS

#{USAID will insert Tab 2 “Contract Budget” proposed in Attachment J.2 - Budget Template}

Description	CLIN 0001 (Base Period)	CLIN 0002 (Optional CLIN)	Total Estimate (US\$)
Direct Costs	\$	\$	\$
Grants Under Contract*	\$	\$	\$

<i>Total Direct Costs</i>	\$	\$	\$
Indirect Costs	\$	\$	\$
Fixed Fee	\$	\$	\$
Total Cost	\$	\$	\$

[*If proposing a Grants Under Contract (GUC) component, Offerors must set aside up to 10 percent of its total budget to provide (GUCs for CLIN 0001 and up to 45 percent of its total budget to provide GUCs for CLIN 0002. This amount does not include any relevant management or administrative expenses incurred by the Contractor.]

B.5 COST REIMBURSABLE

(a) Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (AUG 2018), FAR 52.216-8, Fixed Fee (JUN 2011), if applicable, and AIDAR 752.7003, Documentation for Payment (NOV 1998).

(b) In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in FAR 52.232-22, Limitation of Funds (APR 1984).

B.6 PAYMENT OF FIXED FEE

(a) Pursuant to FAR 16.306(d), the fixed fee payable under CLIN 0001 and CLIN 0002 will be linked to the conditions and completion of the deliverables and outcomes incorporated in this contract {**USAID will incorporate the successful offerors Fixed Fee Schedule as an attachment to the award**} and accordance with the amounts in Sections B.3 and B.4.

(b) Upon receipt of COR concurrence or COR approval (if delegated by the CO to the COR), or approval by the CO, the Contractor must submit an invoice for the amount of the associated fee. Payment of fixed fee will be made upon receipt of a proper invoice and shall be based upon the Fixed-Fee Schedule incorporated into this contract {**USAID will incorporate the successful offerors Fixed Fee Schedule as an attachment to the award**}. Specifically, in accordance with 52.216-8, Fixed Fee, the Contracting Officer (CO) will withhold 15% of the total fee or \$100,000.00, whichever is less, until the required award conditions under the reference clause are met.

The following exceptions to paying fixed fee in this manner apply:

- (a) If the CO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor completed, then the CO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.
- (b) The clauses entitled “Allowable Cost and Payment” (FAR 52.216-7) and “Fixed Fee” (FAR 52.216-8) are incorporated into this contract.
- (c) 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.

[END OF SECTION B]

SECTION C – PERFORMANCE WORK STATEMENT

{CO TO INSERT AT AWARD}

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, project construction sites, and other project locations be suitably marked with the USAID emblem, in accordance with ADS 320. Shipping containers must be marked as well with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.) or for semi-finished products which are not packaged.

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

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

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

D.2 BRANDING AND MARKING POLICY

(a) The Contractor must develop a Branding Implementation Plan and a Marking Plan describing how activity deliverables will be branded. USAID will insert as an attachment to Section J of the award the Contractor's Branding Implementation Plan and Marking Plan.

(b) In accordance with ADS 320, USAID requires exclusive branding and marking in USAID direct acquisition from any source of funds. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies, or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID's identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment. The Contractor must comply with the requirements of policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual and Partner Co-Branding Guide" available at <https://www.usaid.gov/branding/gsm>, or any successor branding policy.

D.3 BRANDING STRATEGY

The branding strategy for this contract, as specified in USAID ADS 320.2.1 is as follows:

Activity Name: Feed the Future Ghana Trade and Investment Activity

Branding: The Contractor must use full branding and the USAID tagline, “From the American People,” on materials and communications, which may be translated into local languages. Co-branding and no branding will only be considered on a case-by-case basis, as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO).

Desired Level of Visibility: USAID’s identity must be prominently displayed on commodities or equipment; in printed, audio, visual or electronic public communications; in studies, reports, publications, web sites, and promotional and informational products; and events.

Organizations to Acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable.

D.4 ANTICIPATED ELEMENTS OF A MARKING PLAN

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by Contractors to enumerate the public communications, commodities, activity materials, and other items that visibly bear or will be marked with the USAID identity. As stated in ADS 320.3.2, USAID’s policy is that programs, projects, activities, public communications, or commodities under contracts or subcontracts exclusively funded by USAID are marked exclusively with the USAID identity. Where applicable, a host country symbol, government ministry logo, or another U.S. Government logo may be added.

Except for manufacturers’ trademarks on commercial items, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the USAID/Ghana Development Outreach Coordinator.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. ADS Section 320.3.2.4 details what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.

Markings must be placed on deliverables, such as products, equipment, and inputs; on places where activities are held; on external public communications, studies, reports, publications, and informative and promotional products; and at workshops, conferences, fairs, and any events. Studies, reports, publications, web sites, and informational and promotional products not authored, reviewed, or edited by USAID must contain a provision substantially as follows, “*This study/report/website (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID). The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.*”

D.5 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

The Branding Implementation Plan and the Marking Plan must be approved by the CO, with concurrence from the USAID/Ghana Development Outreach Coordinator and the COR. Upon approval, the Contractor’s Final Branding Implementation Plan and Marking Plan will be valid for the life of the award, unless rescinded. The Contractor must follow these plans during implementation of this contract and will

request and obtain waivers from the CO, when required. Guidance on applying for waivers can be found in USAID Automated Directives System Chapter 320, Branding and Marking.

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

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

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place in Ghana, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

The Contracting Officer delegated to the COR authority to inspect and accept certain services, reports and required deliverables or outputs as outlined in the COR designation letter and via clauses in the contract.

E.3 CONTRACTOR PERFORMANCE EVALUATION

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

During the period of performance, the USAID COR will conduct periodic performance reviews to monitor the progress of work and the achievement of required results under this contract. USAID/Ghana expects to conduct an independent mid-term performance evaluation near the end of the second year of the contract and final performance evaluation at the end of the contract. A variety of mechanisms will be used to monitor the progress and success of this award and the Contractor's performance in achieving agreed results including:

- Periodic and ad hoc meetings with USAID
- Adherence to the work plan
- Review of Contractor's scheduled reports and deliverables
- Host government official and other counterparts feedback
- USAID personnel site visits
- Periodic impact assessments and evaluations
- Regular planning meetings between USAID and the Contractor to finalize annual work plans or identify emerging priorities requiring attention

- Coordinating committee meetings with USAID, the Contractor, the host government officials, and other stakeholders as agreed
- Timely receipt of and inspection and acceptance of deliverables described in Section F

E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The progress, success, and impact of the Contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results. The QASP is a management process with the intent of encouraging maximum performance, efficiency, and cost effectiveness by the Contractor and can be modified at any time by the Government.

The QASP will be used as a Government monitoring process to enforce the inspection and acceptance clauses of the contract. The QASP may require modification and/or updates after selection for award to reflect the Contractor's known strengths and weaknesses. The QASP is a "living" monitoring process that should be discussed, reviewed, and updated regularly but no less than on an annual basis. It is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring the quality controls meet the terms of the contract.

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 outcomes are being assessed and that the performance standards are appropriate. It is the Contractor's responsibility to follow up with the COR to ensure the QASP monitoring process is implemented and updated. The QASP is incorporated as a component of the Activity.

[END OF SECTION E]

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

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER – ALTERNATE I	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

(a) The period of performance for this contract is five years from the date of the Contracting Officer's signature on Standard Form 26 (CLIN 0001). The period of performance for the Optional CLIN (CLIN 0002), if exercised, will occur within the contract period of performance. Both CLINs are subject to the conditions set forth in Section H.38.

(b) It is the Contractor's responsibility to ensure that the Contracting Officer's approved adjustments to the original estimated completion date do not result in incurred costs that exceed the ceiling price of this Contract. Under no circumstances will such adjustments authorize the Contractor to be paid any sum in excess of the Contract amount.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is the Republic of Ghana.

F.4 KEY PERSONNEL

(a) The Key Personnel that the Contractor must furnish for the performance of this contract are as follows:

{ OFFEROR TO PROPOSE – See Section L.6.b(3) }

(b) **Minimum** Requirements for Key Personnel:

Position	Education Requirements	Years of Experience	Language Ability (per Foreign Service Institute Absolute Language Proficiency Ratings)

{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	English Level IV
{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	English Level IV
{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	{OFFEROR TO PROPOSE}	English Level IV
{OFFEROR TO ADD ADDITIONAL LINES AS NEEDED}			

The best candidates will combine strong technical and managerial skills, an understanding of the context, the ability to communicate effectively with a range of persons, facilitation and negotiation skills, and commitment to the goals of the activity. USAID encourages the use of Ghanaian staff as Key Personnel, either immediately or as part of a transition plan during the life of the award. The following key personnel are considered as essential for the overall management and success of the program:

{OFFEROR to propose a description of the position, and detail the minimum Education and Experience required for each Key Personnel position - See L6.b(3)}

(c) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and the USAID COR, preferably 30 days prior to the key personnel's departure, but at a minimum two (2) weeks in advance, and must submit written justification (including proposed replacement or timeline to replace) in sufficient detail to permit evaluation of the impact on the activity. The proposed substitute personnel must have at least substantially equal ability and the same qualifications as the applicable Key Personnel specified above.

(d) Failure to provide such Key Personnel as specified above will be considered non-performance by the Contractor, unless this failure is beyond the control, and without the fault or negligence, of the Contractor (e.g., non-acceptance or termination of employment by the individual, illness or death of the individual).

(e) If the Contractor, at any time, is unable to comply with these requirements, the Contractor must simultaneously notify, in writing, the Contracting Officer and the designated COR reasonably in advance of the individual's departure or non-acceptance of employment and must submit written justification and explanation in sufficient detail (including implications for the CPFF Total Contract) to permit evaluation of the impact on the activity.

(f) No replacement of Key Personnel will be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such replacement and such ratification will constitute the consent of the Contracting Officer required by this clause.

(g) The listing of Key Personnel may, with the consent of the contracting parties, be amended from time to time during the course of this Contract, either to add, change, or delete personnel and positions, as appropriate.

F.5 REPORTS, PLANS, AND OTHER DELIVERABLES

In addition to the other required reports and deliverables in this contract, the Contractor must submit the following deliverables as detailed below, and in adherence to the direction provided in Section F.8.

A. REPORTS

1.) QUARTERLY PERFORMANCE REPORTS

a) *Performance Reporting:* The Contractor must prepare and submit to the COR quarterly performance reports that summarize the Contractor's achievement and progress toward the agreed targets, objectives, and goals outlined in the Annual Work Plan. The format of the report will be determined jointly with the COR and the Contractor must, at a minimum, include the following information for the reporting period in each report:

- Discussion and analysis of opportunities and constraints encountered, highlights of any issues or problems affecting implementation or timing of activities
- Proposed resolutions or corrective actions, including any needed Mission intervention to address issues or problems raised
- Targets and list of activities proposed for the next quarter, noting where they deviate from the approved Annual Work Plan (note that deviations from the approved Annual Work Plan require COR approval)
- Copies of any outreach or press reporting about the activity
- A one-page activity description status that USAID can post on the Mission's website and social media sites
- Designation of responsible parties and timeframes for completion of each activity
- At least two success stories per quarter

Generally, the Quarterly Performance Report must be no longer than 30 pages, address the information listed above, and follow the following format:

- a) An executive summary.
- b) A performance narrative discussing the program implementation to date, including text as well as graphs, charts, photos, etc. to illustrate and analyze the Contractor's performance.
- c) An indicator table and narrative summarizing targets and achievements over the quarter and explanations for any significant deviations.
- d) Upcoming Events Calendar: A listing of upcoming events, training, and important meetings with public officials, donor agency representatives, or other USG officers, including estimated dates of events, location, targeted beneficiaries, and short description of the event.

b) *Financial Reporting:* The Contractor must prepare and submit quarterly financial allocation summaries (i.e., quarterly financial report and additional accrual reports). The quarterly financial and accrual reports must show the amount of funding and level of effort spent and accrued during the quarter; balance of funds; cumulative spending; subcontract obligations; change orders, anticipated change orders; and estimates of expenditures for the next quarter. This is submitted as a part of the Quarterly Performance Report.

The Contractor must submit financial reports in a format to be determined by the COR after consultation with the Contractor. The report will contain, at a minimum, the following information:

- Total funds committed to date by USAID into the Contract
- Total funds expended by the Contractor to date, including a breakdown in the budget categories contained in the Contractor's budget, with additional detail to be provided upon request by the COR
- Pipeline (committed funds minus expended funds)
- Variations from previous estimates (highlighted on any spreadsheets and addressed in a narrative, if significant)
- The budget estimate for the upcoming quarter
- Estimated cost to complete
- Funds and time remaining in the Contract
- Breakdown of expenditures by type of funding

2.) SPECIAL REPORTS

The Contractor will make its best effort to prepare and submit Special Reports as requested by the COR, according to the provided instructions and within the required timelines. The content and length for the special reports will be determined jointly by the COR and the Contractor.

These reports may include the following:

- Bi-weekly Reports: Brief summaries (1-2 pages, including photos) of major activities or developments over a two-week period. These reports are meant for the COR to update USAID/Ghana senior management on the status of the activity and to highlight any notable achievements for reporting purposes.
- Ad Hoc Reports: These reports are meant to enhance the routine reporting or to provide additional data for program management purposes. Examples include:
 - ✓ Special Analysis: The Contractor may be required to submit a short policy analysis or briefing paper, explaining legal or policy developments and their implications on implementation. The Contractor will provide findings of any specific needs assessments or evaluations conducted during the award period; for example, financial, economic, political economy, youth, gender, or conflict analyses.
 - ✓ Data for adaptive management: In order to support adaptive management for improved results, USAID may request special reporting of key indicators or findings from operational research or pilot activities. Such reporting may require special disaggregation or more frequent reporting of key indicators to identify trends to facilitate program learning and decision-making. The format for these reports will be jointly established by the COR and the Contractor.

3.) ANNUAL PROGRESS REPORTS

The Contractor must submit an Annual Report, which is not intended to be a compilation nor a “cut and paste” of Quarterly Reports. The Contractor may include Quarter 4 results and narrative (achievements, challenges, etc.) in the Annual Report provided that they are clearly delineated from the overall annual

results. The Annual Report must set out, in text and graphics, progress towards the Contractor's achievement of expected results for the implementation year. The Annual Report must be no longer than 50 pages, exclusive of the Executive Summary and annexes.

The format for the Annual Report will be jointly established by the COR and the Contractor, but must generally include:

- a) An executive summary.
- b) A performance narrative, discussing auditable quantitative and qualitative evidence, of progress against indicators and/or impacts achieved to-date. This must include clear identification of which impacts achieved were within the manageable interests of the Contractor and which were likely catalyzed by Contractor-supported initiatives, leading to substantial, sustained achievement of results. This discussion will be instrumental in helping the Mission to complete Annual Reports to USAID/Washington on overall program impacts.
- c) An indicator table showing targets and actual achievements. Any deviations from targets by more than 10 percent, either positive or negative, must be clearly explained. This section must include relevant data trend analyses and progress towards performance benchmarks.
- d) A separate Quarter 4 section with a performance narrative set against quarterly indicators and targets.
- e) Annexes must contain supplementary activity implementation and additional detail that is not otherwise covered in the performance narrative.

Annex. The Contractor must include the following as an Annex to the Annual Progress Report:

Annual Environmental Mitigation and Monitoring Report (EMMR)s: The Contractor must report on environmental compliance as one portion of routine activity implementation performance reporting through the use of the EMMR. It must include a summary of progress on climate risk management, including any issues that have been identified and how they have been addressed. The Contractor is not required to address low climate risks. The Contractor must consult USAID CRM resources, such as the CRM of the GFSP and USAID Climate Risk Screening and Management Tool and Climate Risk Profiles, available on Climate links.

4.) FINAL REPORTS

The Contractor must submit a Final Report that summarizes and analyzes, in text and graphics, the Contractor's accomplishments through the activities executed under the contract. The Final Report must discuss all activities and achievements of the Contract Performance Objectives from the start of the contract through completion of the corresponding performance period.

The Final Report must contain an index of all reports and information products produced under this contract. This report must contain a summary fiscal report that describes by line item the amounts expended and how the contract funds were used in relation to contract accomplishments.

The format for the Final Report will be jointly established by the COR and the Contractor but must address the following, at a minimum:

- a) The final status of progress against benchmarks, tangible results, and recommendations regarding unfinished work and/or program continuation and direction, including a narrative about any final results with a 10 percent deviation from the target.
- b) A discussion of lessons learned, and problems encountered.

B. PLANS

1.) MOBILIZATION PLAN

The Contractor must submit a mobilization plan that describes a realistic timeframe and process for program startup given the country context. The Contractor must be fully mobilized and operational with essential personnel and offices within 90 days of contract award. The Contractor must identify activities that are high priority and can begin while the Work Plan is being developed. Such activities may commence prior to Work Plan approval subject to prior COR approval.

2.) ANNUAL WORK PLAN

a) Participants in Annual Work Plan Development. The Contractor must develop the Annual Work Plan in consultation with the COR. The Contractor may include other relevant partners, including key interagency partners, host government counterparts, and other development stakeholders, as appropriate. Modifications that respond to changed conditions may be made; however, major modifications to each Annual Work Plan are subject to the approval of the COR.

b) Content of Annual Work Plan (AWP). At a minimum, the AWP must include the following, but may include additional items at the request of the COR:

- Clear and concise language identifying the specific strategy and package of activities to be implemented for each of the targeted beneficiary levels;
- A summary of the progress to date on the indicators and targets in the AMELP and the projected evolution over the next year of implementation;
- A clear and concise rationale for deviation or modification of sites and activities from those originally proposed or selected in prior Work Plans;
- A description of activities and corresponding levels of effort across the PWS objectives; and
- In the first AWP, a Life of Activity (LoA) Strategic Plan that is based on the activity results chain that details the causal logic of the activity's theory of change. It must identify the program's key strategic approaches, interim results, and timelines over the LoA. The approved LoA Strategic Plan and theory-based results chain will inform the development of the subsequent AWP.

The format of the AWP will be established by the COR and the Contractor. Use of a work breakdown structure / GANTT chart will be required to clearly view individual tasks, task durations, the sequencing and relationships of tasks, and required resources.

c) Flexibility, Adaptive Management, and Co-Creation. The Contractor must demonstrate flexibility and an ability to respond to immediate needs as well as adapt to uncertainties that may arise. As such, the AWP is a flexible document, and in coordination with the COR, may be adjusted during the year in order to allow the Contractor and USAID to pause and reflect and then proceed after accounting for challenges

and opportunities that arise during implementation. The Contractor must include co-creation in developing approaches outlined in the work plan to address the objectives of this contract.

In addition, the COVID-19 pandemic led to the establishment of COVID 19 prevention and safety protocols. These include social distancing and lockdowns that have led to a non-traditional operating environment. The Contractor response must reflect operating in this environment and include in the work plan measures to address and mitigate expected challenges.

d) Annexes. The Contractor must include as an Annex to Annual Work Plans the following:

- ***Gender Analysis and Gender Implementation Strategy***

The Contractor will submit a Gender Analysis and Gender Implementation Strategy, with annual updates included in the annual Work Plan submission. The Contractor must develop a strategy to address gendered constraints and biases that limit access to economic opportunities, including, but not limited to, barriers to accessing finance, forging market linkages, and accessing business advisory services. The Contractor will implement this strategy to address these biases, documenting best practices. The Gender Implementation Strategy will also carefully monitor activity implementation to ensure that females and males benefit appropriately from contract activities.

- ***Environmental Considerations***

Reference Clause H.22, Environmental Compliance. The Contractor will review all ongoing and planned activities to determine if they are within the scope of the [Initial Environmental Examination \(IEE\)](#) and Climate Risk Management Assessment (CRM) for the GFSP. As required by ADS 204.5.4, the Contractor, in collaboration with the COR, will actively monitor ongoing activities to ensure compliance with approved IEE and CRM recommendations, and modify or end activities that are not in compliance. The Contractor must adhere to all requirements contained in 22 CFR 216 and must conduct an environmental review prior to any rehabilitation or construction activities that could potentially have environmental impacts, if applicable. The Contractor will collaborate with the COR to develop and deliver an Environmental Mitigation and Monitoring Plan (EMMP) in the first year, and undertake periodic field visits to assess the implementation and performance of mitigation and monitoring measures, and to identify appropriate areas of improvement where necessary. Mitigation measures on environmental issues from the EMMP must be incorporated in the annual work plans and updated, as necessary and in conjunction with the COR, throughout implementation.

CRM improves the effectiveness and sustainability of USAID's efforts in supporting countries in their journey to self-reliance. The Contractor must conduct a CRM in the first year and must integrate risk-management and mitigation measures and strategies to build climate resilience into interventions. The assessment must identify climate risks that will be addressed and managed during implementation and/or opportunities to increase climate resilience and reduce greenhouse gas emissions. Once approved, the Contractor must integrate risk mitigation activities identified in the GFSP Climate Risk Screening as next steps for activity implementation in annual work planning processes, and report on their status in all performance reports.

The result of the climate risks screening for this Activity at the project level indicated moderate risks. The Contractor is required to address these risks through a climate risk screening of the Activity's

interventions. If USAID is in agreement with the assessment, and the assessment identifies climate risks that will be addressed and managed during implementation and/or opportunities to increase climate resilience and reduce greenhouse gas emissions, the contractor will work with USAID to incorporate climate risk management into activity implementation, including in work plans and monitoring, evaluation and learning processes.

The Contractor may make use of USAID CRM resources, such as the USAID Climate Risk Screening and Management Tool and Climate Risk Profiles, available on Climate links (<https://www.climatelinks.org/climate-risk-management/resources-training>). Adaptation efforts may include assessment of local and regional adaptive capacity; use of early warning systems; collection of climate data information to inform programming, monitoring, and evaluation; and coordination with other activities and initiatives to strengthen resilience among institutions and beneficiaries.

3) ACTIVITY MONITORING, EVALUATION, AND LEARNING PLAN (AMELP)

The Contractor will develop an AMELP, including a Geographic Information System (GIS) component, in collaboration with the COR. Please see Attachment J-6 for an AMELP template. As a performance management tool for planning, managing, and documenting how performance data are collected and used, the AMELP will present the Contractor's results framework outlining the theory of change, including the main goal(s), objectives, and intermediate results. The AMELP must align to the USAID/Ghana Global Food Security Strategy Plan and the Mission CDCS PMP. It must include USAID Standard Foreign Assistance indicators (see <http://www.state.gov/f/indicators>) as well as customized outcome indicators to measure the quality and impact of activities undertaken in this award. The AMELP must contain contract performance benchmarks that identify key steps along the path towards achievement of the activity goals and objectives. The Contractor must develop Performance Indicator Reference Sheets (PIRSs) for all indicators, including definitions, data sources, and frequency of data collection and reporting. Where appropriate, award indicators should be disaggregated by age, gender, and other relevant characteristics. Climate risk and environmental monitoring must be reflected in the MEL processes to determine if climate risk measures and environmental mitigation measures are being implemented and whether the measures are effectively managing climate and environmental risk.

All targets will be subject to revision and expansion based on the approved annual work plan, as well as quarterly progress reports (See Quarterly Reports above) and reviews conducted by USAID. The Contractor must set targets and report on progress made with respect to the targets and other indicators, on a quarterly and annual basis. Such reports should explain any variances between the indicator targets and actual results and demonstrate how activities conducted under this contract contributed to these outcomes. In the case of poor performance that exceeds or is below 10 percent of the targets, the Contractor must explain the reasons justify the over- or under-achievement not meeting of the targets and deliverables and propose actions to improve performance.

To ensure that the quality of evidence from a performance monitoring system is sufficient for decision making, the Contractor must put in place the necessary infrastructure and processes to ensure data quality. The Contractor must also support USAID's Data Quality Assessments, which evaluate whether indicator data reasonably meets the five standards (validity, integrity, precision, reliability and timeliness) of data quality.

The Contractor must comply with USAID's Open Data Policy as outlined in ADS 579. The contractor will be required to report into the Development Information Solution (DIS) system. This system replaces the Feed the Future Monitoring System (FTFMS). The Contractor will be required to collaborate with USAID/Ghana's Monitoring Evaluation and Technical Support Services (METSS) and any similar activities serving USAID/Ghana to assist in the process of designing a robust, high-quality and efficient M&E system and related issues that can adequately support the data needs of USAID.

In the AMELP, the Contractor must involve strategic collaboration, continuous learning, and adaptive management (CLA). CLA approaches to development include collaborating intentionally with stakeholders to share knowledge and reduce duplication of effort, learning systematically by drawing on evidence from a variety of sources and taking time to reflect on implementation, and applying learning by adapting intentionally. The Contractor must reflect the dynamic nature of this activity and document how evidence-based adaptive management will be applied to adjust to new information, emerging opportunities, and changes in context. The Contractor must identify how it will engage partners to reflect on progress, incorporate lessons, and adapt approaches, such as through partner meetings, portfolio reviews, and after-action reviews. These may focus on challenges and successes in implementation, changes in the operating environment or context, opportunities to better collaborate or influence other actors, and/or other relevant topics.

The AMELP is a living document as such once approved, it should be updated as needed through the life of the activity, with review and approval from the COR.

4.) DEMOBILIZATION AND CLOSEOUT PLAN

The Contractor must provide a proposed plan for closing out contract activities, including closeout of other support activities and property disposition.

C. OTHER DELIVERABLES

1.) GRANTS MANUAL

The Contractor must submit a Grants Manual outlining the sub-granting process to issue grants to governmental and non-governmental partners (including non-profit and for-profit entities) to support approaches under relevant objectives of this activity. Specifically, the activity will employ GUCs to help develop the capacity of GOG institutions, private sector firms, and associations dedicated to trade and investment. GUCs must also serve to increase the safety of exported agricultural goods, the efficiency of international trade, the quantity of business investment, and of GOG bodies that seek to boost the safety of the ports. In accordance with ADS 302.3.4.13.b (4), the same requirements that apply to USAID-executed grants (including the agency policies regarding construction activities in ADS 303, Grants and Cooperative Agreements to Non-Governmental Organizations, applicable standard provisions in ADS 303, and ADS 308, Awards to Public International Organizations) apply to grants that a USAID Contractor executes. The Contractor will be responsible to ensure that all grants are compliant with these provisions.

2.) COMMUNICATIONS AND OUTREACH PLAN

The Contractor must submit a Communications and Outreach Plan that includes its plan for creating at least two success stories per Quarter that the Mission can use in reports to the host government, other donors, the Embassy, or USAID/Washington, among other audiences. The format for the Communications and Outreach Plan will be jointly established by the COR and the Contractor.

3.) SUBCONTRACT REPORTING

The Contractor's Small Business Subcontracting Plan is hereby incorporated in Section J as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

The Contractor must submit periodic reports that show compliance with its subcontracting plan 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 CO and COR email for submitting reports will be furnished at award.

The work of the small businesses identified in the Small Business Subcontracting Plan must be tracked against the Prime's proposed goals.

One SSR is required at the contract level for all subcontract awards accomplished and submitted to the CO via eSRS for review and acceptance. When failing to meet the goals of the Small Business Subcontracting Plan of the contract, the Contractor must state in the report (either remarks field or separate letter) what good faith effort was made to meet the goals and/or future plans on how to improve small business opportunities for future subcontracts.

F.6 REPORTING AND DELIVERABLE MATRIX

The following is a summary list of the required reporting and deliverables that the contractor must submit to USAID by the specified due dates. The Contractor must electronically submit all written deliverables to the COR (and the CO when the CO is the Approval Authority). Calendar days apply to all deadlines stated in this award, unless specifically indicated otherwise.

Deliverables: Reports or Results	Draft Due Date (Calendar Days)	Final Due Date (Calendar Days)	Approval Authority
REPORTS			
Mobilization Plan	Date of Award + 15 days	15 days after receipt of COR comments	COR
Branding Implementation Plan	Date of award + 30 days	15 days after receipt of CO comments	CO
Quarterly Performance Reports	30 days after the end of each quarter with exception to the fourth quarter report, which should be included in the	15 days after receipt of COR comments	COR

Deliverables: Reports or Results	Draft Due Date (Calendar Days)	Final Due Date (Calendar Days)	Approval Authority
	Annual Report each year (see deadline under Annual Report).		
Quarterly Finance Reports	Follow Quarterly Performance Reports and Annual Progress Reports deadlines. Submit accruals to the COR by no later than the fifteenth (15th) day before the completion of each quarter.	15 days after receipt of COR comments	COR
Bi-Weekly Bullets	N/A	Bi-weekly, every other Friday. Highlighting implementation progress and/or achievements for that week and anticipated interventions for the following week.	COR
Special Reports	Various. See Section F.7 for narrative description.	15 days after receipt of COR comments	COR
Annual Progress Reports	Annually, but no later than 14 days after the close of the fourth quarter to allow for USAID PMP reporting	15 days after receipt of COR comments	COR
Final Report	60 days prior to the completion of the award	15 days after receipt of COR comments	COR
First Year Work Plan, inclusive of the Life of Activity Strategic Plan	60 days after award	15 days after receipt of COR comments	COR
Years 2 - 5 Annual Work Plans	30 days before the end of the fiscal year (September 1)	15 days after receipt of COR comments	COR
Activity Monitoring, Evaluation, and Learning Plan (AMELP)	Key baseline and control data within 60 days of the effective date of the contract. Primary data collection and analysis will be completed by 180 days of the effective contract date and incorporated into the AMELP.	15 days after receipt of COR comments	COR
Demobilization and Closeout Plan	120 days prior to the end of the Period of Performance	15 days after receipt of CO/COR comments	COR and CO
DEC Documents	Within 30 days of COR approval, per Section F.12 Requirements	15 days after receipt of COR comments	COR

Deliverables: Reports or Results	Draft Due Date (<i>Calendar Days</i>)	Final Due Date (<i>Calendar Days</i>)	Approval Authority
Grants Manual	90 days after award	15 days after receipt of CO comments	CO
Communications and Outreach Plan	60 days after award	15 days after receipt of COR comments	COR
Subcontract Reporting: ESRS	Not Applicable	Per FAR Part 52.219-9	CO

RESULTS			
At least 50 firms increase their exports to diverse markets, including exporting to the U.S. under AGOA (results A3 in SOO)	Not Applicable	{ Offeror to propose }	COR
Reduced time to securely move imports and exports to and from Ghana by at least 35 percent (result B1 in SOO)	Not applicable	{ Offeror to propose }	COR
Reduced cost of securely moving imports and exports to and from Ghana by at least 35 percent (result B2 in SOO)	Not applicable	{ Offeror to propose }	COR
At least 75 percent of businesses, especially SMEs, report increased incremental income (result C1 in SOO)	Not applicable	{ Offeror to propose }	COR
A minimum of 50 firms completing business transactions valued in excess of \$2 million per firm (result C2 in SOO)	Not applicable	{ Offeror to propose }	COR
Exports from SMEs increased by at least 50 percent, including through, but not limited to those using AGOA (result C3 in SOO)	Not applicable	{ Offeror to propose }	COR

Businesses employ at least 10 percent more skilled workers, especially women, youth, and people with disabilities (result C4 in SOO)	Not applicable	{ Offeror to propose }	COR
{ OTHER PROPOSED DELIVERABLES OR RESULTS, IF ANY, TO BE INSERTED FROM SUCCESSFUL OFFERER'S PROPOSAL. SEE SECTION L.6.a(3) OF THE RFP }			

F.7 PROGRAM PERFORMANCE EVALUATIONS

The Contract may undergo program performance evaluations during the period of performance, separately from the annual Contractor Performance Assessment Reporting System (CPARS) evaluation, and will be linked to Sections E.3 – Contractor Performance Evaluation, E.4 – Quality Assurance Surveillance Plan, and F.10 – Periodic Progress Reports. The Contractor will be requested to provide input into the program evaluations and must be prepared to collaborate in the implementation of any program evaluations.

Unless agreed otherwise by USAID, funds for formal performance evaluations are outside the budget for the Contract and evaluation will be contracted with a third-party contractor. This evaluation will meet all the high-quality evaluation criteria described in USAID's Evaluation Policy (the link for this policy: <http://www.usaid.gov/evaluation/policy>). The Contractor must provide any documentation or other information required to assist with the evaluation or monitoring mission and grant access rights.

F.8 AUDIT

The Contractor will be subject to audit standards and procedures based on FAR and USAID regulations. The Contractor must be responsible for auditing its local contractor(s), if any.

F.9 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

The Contractor must prepare and submit progress reports as specified in the Contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures and may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

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

F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013)

- a. Contract Reports and Information/Intellectual Products.
 1. Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that: (i) Describe the planning, design, implementation, evaluation, and results of development assistance; and (ii) Are generated during the life cycle of development assistance programs or activities.) The Contractor must submit copies of information products, including training materials, publications, videos and other intellectual deliverable materials required under the Contract schedule. The following information is not to be submitted: (A) Time-sensitive materials, such as newsletters, brochures, or bulletins. (B) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 2. Within thirty (30) calendar days after completion of the Contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
- b. Submission requirements. The Contractor must review the DEC Web site for the most up-to- date submission instructions, including the DEC address for paper submissions, the document formatting, and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.
 1. Standards. (i) Material must not include financially sensitive information or personally identifiable information (PII), such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. (ii) All submissions must conform to current USAID branding requirements. (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973. (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/recordsmgmt/initiatives/transfer-to-nara.html>).
 2. Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), Contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective

or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

F.11 PERFORMANCE STANDARD

The Contractor will be assessed using the Contractor Performance Assessment Reporting System (CPARS) annually. CPARS is used to document Contractor performance on Government-wide Acquisition awards. The website can be accessed at www.cpars.gov. All information submitted to CPARS will eventually be made publicly available via the Past Performance Information Retrieval System (PPIRS).

Evaluation of the Contractor's overall performance will be conducted jointly by the COR and the Contracting Officer annually and will form the basis of the Contractor's permanent performance record with regard to this Contract. Contractor Performance will be posted on the Contractor Performance Assessment Reports System (CPARS).

Based upon the fields provided in CPARS, the Contractor will be evaluated in the following common areas:

- Technical (Quality of Product)
- Schedule Systems
- Cost Control
- Business Relations
- Regulatory Compliance
- Subcontract Management Other
- Program/Other
- Small Business Utilization

A common five-level assessment rating system is used to evaluate a Contractor's performance in CPARS with ratings that range from Unsatisfactory to Exceptional. The following provides the definition for each rating:

Rating	Definition
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICER

- (a) The cognizant CO possesses the authority to administer this contract.
- (b) The Contractor will submit any questions concerning the administration of this Contract to the CO through the COR unless a situation warrants urgent CO attention or COR is indisposed.
- (c) The Contractor assumes the sole responsibility to inform the CO of any requests that will affect any and all sections of the contract. The Contractor assumes the sole responsibility to inform the CO and CORs of any issue or action that might affect the terms of the contract.

G.2 CONTRACTING OFFICER'S AUTHORITY

- (a) The CO is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely in the CO.
- (b) In the event the Contractor makes any changes at the direction of any person other than the CO or his representative, when appropriate, the CO will determine that the Contractor made this change without requisite authority (unless ratified post hoc at the discretion of the CO). Accordingly, the CO will not make an adjustment to the contract's terms and conditions, including price, based on such unauthorized changes.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

- (a) The CO will designate a COR through a separate COR designation letter.
- (b) The CO will provide a copy of the COR designation letter to the Contractor at the time of award.
- (c) [CO to insert at award] will serve as the COR until the CO designates otherwise.

G.4 ACCEPTANCE AND APPROVAL

The COR must accept and approve all deliverables before authorization of final payment.

G.5 PAYING OFFICE AND INVOICING INSTRUCTIONS

- (a) The Regional Financial Management Office at USAID/West Africa will serve as the paying office for this contract.
- (b) The Contractor must complete each invoice on a SF-1034, "Public Voucher for Purchases and Services Other Than Personal." The Contractor must sign the SF-1034 prior to electronic submission.
- (c) The Contractor must simultaneously e-mail all payment vouchers to the COR, the appropriate financial analyst as identified by the COR at the beginning of contract performance, and to the paying office at

accra-cont@usaid.gov. The email subject line must include the following: (i) Contractor name, (ii) contract number, and (iii) invoice number.

(d) The invoice must provide sufficient bank account details, including the bank account number, the bank name and address, the SWIFT Code, and the ABA number.

G.6 AIDAR 752.7003 DOCUMENTATION OF 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 United States 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. The Contractor will identify each voucher by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

Total Expenditures (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amount Vouchered to Date	Amount Vouchered this Period
0001	Product/Service Description for Line Item 0001	\$XXX.XX	\$XXX.XX
0002	Product/Service Description for Line Item 0002	\$XXX.XX	\$XXX.XX
Total		\$XXX.XX	\$XXX.XX

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

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

BY: _____

TITLE: _____

DATE: _____

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

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government must 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 must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records—Negotiation."

G.7 ACCOUNTING AND APPROPRIATION DATA

(a) GLAAS Requisition No. REQ-641-20-000023.

BBFY	EBFY	FUND	PA	DIST	PE	BGA	SOC	FUNDED AMOUNT
[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	[CO to insert at award]	\$(CO to insert at award]

(b) Contractor Specific Information:

DUNS: [CO to insert at award]

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

[CO to insert at award]

G.9 AIDAR 752.228-9 CARGO INSURANCE (DEC 1998)

Preface: To the extent that marine insurance is necessary or appropriate under this contract, the contractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all subcontracts under this contract.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 REQUESTS FOR CONSENT TO SUBCONTRACT

(a) In accordance with “FAR 52.244-2 Subcontracts,” the Contracting Officer provides consent to award subcontracts to the following entities.

Subcontractor	DUNS	Cage Code
{ CO to insert at award }		

(b) The Contractor must request the CO’s consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it must address each of the elements in FAR § 44.202-2 for each subcontractor.

H.2 AUTHORIZED GEOGRAPHIC CODE

(a) The Authorized Geographic Code for procurement of goods and services under this contract is **937**.

(b) Authorized Geographic Code **937** includes the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. USAID maintains a list of developing countries, advanced developing countries, and prohibited sources in ADS Chapter 310.

H.3 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

(a) Direct compensation of the Contractor’s personnel will be in accordance with the Contractor’s established policies, procedures, and practices, and the cost principles applicable to this Contract.

(b) Reimbursement of the employee’s base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) Salary ranges for ALL the professional positions in this Contract will be established based on the market value, based on duties and responsibilities of the position, in country and locality of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be maintained by the Contractor. Upon establishment of the salary ranges of the professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor’s personnel practices. The Contractor must avoid “rank in

position” salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor’s established policy and practice, including the Contractor’s established pay scale for equivalent classifications of employees. Creation of new Administrative nonprofessional positions does not require USAID input.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate prescribed in ADS 302, unless an advance written waiver is granted from the USAID Procurement Executive. For the Agency policy and procedures, refer to the following: <https://www.usaid.gov/ads/policy/300/302>

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Work Week

The workday and workweek policies and method of accounting for paid absences including holiday for the contractor and major subcontractors must be in accordance with the Contractor’s organizational policies and acceptable accounting procedures which should be compliant with the Office of Management and Budget (OMB) cost principles and the terms of this contract.

No overtime or premium pay is authorized under this contract. The contractor is authorized up to a 5 day workweek for long-term staff in the field with no premium pay, and 6 day workweek for short-term advisors in the field with no premium pay.

(e) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in the country.

(f) Consultants

For Short-Term Technical Assistance (Consultants), the Contractor must maintain a Pay Scale, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and qualifications sought for each level.

(g) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the contract.

H.5 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN'S) AND COOPERATING COUNTRY NATIONALS (CCN'S) (AIDAR 722.170)

(a) General. It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID-direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor must insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to ensure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees must be the same as for all other employees of the contractor, under the terms of the contract; however,

TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation must be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) Household effects. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

(i) Motor vehicles. USAID will not provide for Shipment of POV/motor vehicles under this contract for both CCN and TCN.

H.6 ADDITIONAL REQUIREMENTS FOR PERSONNEL

(a) The long-term Cooperating Country National (CCN) professional and CCN support staff that was contained in the approved budget at the time of contract execution are hereby approved.

(b) The Contracting Officer approval is not required for CCN salaries for which the local position was identified in the approved budget at time of contract execution and the individual was listed as "TBD," as long as the salary does not exceed the Mission Local Compensation Plan (LCP).

(c) The Contractor must seek prior approval of the Contracting Officer for the replacement of all employee(s) if the compensation for the replacement employee(s) exceeds compensation already approved at the time of the base award execution.

H.7 LOGISTICAL SUPPORT

The Contractor will be responsible for furnishing all logistic support in the United States and overseas unless otherwise stated in the Contract.

H.8 ELECTRONIC AND INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)

(a) Definitions

"Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. (Appendix A to Part 1194 – Section 508 of the Rehabilitation Act).

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The Contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) Except as indicated elsewhere in the contract, all ICT procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

1194.21 Software applications and operating systems

1194.22 Web-based intranet and Internet information and applications

1194.23 Telecommunications products

1194.24 Video and multimedia products

1194.25 Self-contained, closed products

1194.26 Desktop and portable computers

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

H.9 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)

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

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

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

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

(c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must develop and implement policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

- (1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
- (2) Proper security, control, and storage of mobile technology, portable data storage devices, and communication devices.
- (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, Contractor, and/or subcontractor networks, and on host and client platforms.
- (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(d) Return of all USAID Agency records.

Within five (5) business days after the expiration or termination of the contract, the Contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.

(e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the Contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the Contractor must provide USAID with written confirmation verifying secure destruction.

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

H.10 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)

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

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

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the

term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

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

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

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

“Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

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

(c) Privacy Act Compliance

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

(d) IT Security and Privacy Training

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

(2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.

(3) Security and privacy refresher training must be completed on an annual basis by all Contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.

(4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.

(5) Within fifteen (15) calendar days of completing the initial IT security training, the Contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the Contractor of any other training requirements.

(e) Information Security and Privacy Incidents

(1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any email concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by email) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(3) Information Security Incident Response Requirements

(i) All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the Contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident-related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.

(ii) The Contractor and Contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.

(iii.) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing.

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

(v) All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the CO or COR.

(vi) The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

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

(g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by email) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the

correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

H.11 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APRIL 2018)

(a) Applicability: This special contract requirements applies to the Contractor, its subcontractors and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Federal Information Security Management Act of 2002 (FISMA, Public Law 107-347, 44 U.S.C. 3531-3536), and Federal Information Security Modernization Act (FISMA) of 2014 (FISMA, Public Law 113-283 44 U.S.C. 3531-3536, as amended).

(b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

(c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

H.12 CLOUD COMPUTING (APRIL 2018)

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

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information. “Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network. (NIST SP 800-115)

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

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

(b) Applicability

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

(c) Limitations on access to, use and disclosure of, Federal information.

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

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

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

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

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

(d) Records Management and Access to Information

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

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

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

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

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

(f) Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor shall immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or information security incident in compliance with agency-specific instructions. The Contractor will also notify the Contracting Officer or Contracting Officer's Representative and the Contractor Facilities Security Officer. The Contractor will abide by USAID instructions on correcting such a spill or information security incident. For all spills and information security incidents involving unclassified and/or SBU information, the protocols outlined above in section (g) and (h) below shall apply.

(g) Information Security Incidents

(1) Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the information security incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported information security incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(h) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information, and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report by e-mail all Privacy Incidents to the USAID Service Desk immediately (within 30 minutes), after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(i) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Federal information. The CSP shall only use the Federal information for purposes explicitly stated in the contract. Further, the cloud service provider shall export Federal information in a machine-readable and non-proprietary format that USAID requests at the time of production, unless the parties agree otherwise.

(j) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, operational, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53 (Security and Privacy Controls for Federal Information Systems)

and Organizations, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

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

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

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

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

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60) calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

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

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

(l) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(m) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(n) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(o) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(p) Forensics, Freedom of Information Act (FOIA), Electronic Discovery, or additional Information Requests: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

- (2) The Contractor must not install forensic software or tools without the permission of USAID.
- (3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.
- (4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.
- (q) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.13 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M/OAA-DEV-FAR-20-3c AND M/OAA-DEV-AIDAR-20-3c) (APRIL 2020)

(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 Office at ITAuthorization@usaid.gov.

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

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

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

H.14 DEFENSE BASE ACT (DBA) INSURANCE

(a) Rates:

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

(b) Obtaining DBA Coverage

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

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

(c) Notice of Exclusion of Medical Evaluation Coverage

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

(d) Waivers for Third Country and Local Nationals

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

H.15 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

H.16 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 \$3000, 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.17 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.

(a) Submissions to the Development Data Library (DDL)

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

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

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

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

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

H.18 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

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

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

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

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

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

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

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

- (3) Notify the Contracting Officer that the Contractor declines to sign the modification.

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

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

FAR Part 27 and the clauses prescribed in that part prohibit Contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices. USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

H.20 AIDAR 752.222-70 USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are:

- (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
- (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries;
- (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and
- (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.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.21 GRANTS UNDER CONTRACTS (GUCS)

a. Subject to the conditions discussed below, the Contracting Officer may enter into a direct contract that allows the USAID Contractor to execute grants with non-governmental organizations (non-profits or for-profits) and partner government entities (also known as partner government implementing entity as

defined in ADS 220). The Contractor must comply in all material respects with USAID's ADS 302.2.4.13 in awarding and administering grants, as well as the Code of Federal Regulations 2 CFR 200.

b. Additional Requirements for GUCs Providing Funds to Partner Government Entities.

In exceptional circumstances, GUCs to partner government entities to provide funds may be authorized if they meet the conditions, requirements, and approvals in ADS 302. This requirement does not apply to GUCs that are solely in-kind grants, technical assistance, or other activities by the recipient to or for the benefit of a partner government entity. Note that COs do not have the authority to execute grants to a foreign government; ADS 103.3.5.1.c delegates such authority to AAs, and as further delegated.

c. The grant program under the GUC's authority must meet the following conditions:

(1) Award Amount Thresholds

- Non-Governmental Organizations: The total value of an individual grant to a U.S. NGO must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. NGOs.
- Partner Government Entities: The total value of all GUCs that provide funds (as opposed to in-kind assistance) to a particular partner government entity (for example, ministry, municipality, district, etc.) must not exceed \$300,000 for the duration of the prime contract.

(2) It is not feasible to accomplish USAID objectives through normal USAID contract and grant awards because either:

- Executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or
- The grant program is incidental and relatively small in comparison to the other technical assistance activities of the contractor.

(3) USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.

(4) Applicable Policies

(i) Non-Governmental Organizations. USAID must ensure that the requirements that apply to USAID-executed grants (including the agency policies regarding construction activities in ADS 303, Grants and Cooperative Agreements to Non-Governmental Organizations, applicable standard provisions in ADS 303 are also applied to grants that a USAID contractor executes.

(ii) Partner Government Entities. For GUCs that provide funds to partner government entities, the contractor must be required to:

- Incorporate into the grant all required terms and conditions from the prime contract award specifically relating to GUCs, and those regarding audit, monitoring and oversight by the prime recipient. This is not subject to deviation.

- For additional information on applicable standard provisions see ADS 303.3.21. When questions arise concerning the appropriate provisions for GUCs, the CO must consult with the cognizant attorney in GC or the cognizant RLO on the terms and conditions of the GUC before approving a GUC providing funds to a partner government entity.

(5) USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

(6) COs must include FAR clause 52.203-16, Preventing Personal Conflicts of Interest, and include a statement as part of a Grants Under Contracts provision that the contractor must follow the requirements of the clause in the selection and award of GUCs.

d. USAID does not authorize contractors to execute or administer cooperative agreements on its behalf. USAID does not require HCA approval when a contractor will only be managing or administering grants already awarded by USAID. COs must not award contracts in which the contractor disclaims liability for any GUCs it awards on USAID's behalf.

e. As required by the [Federal Funding Accountability and Transparency Act of 2006 \(FFATA\)](#), [Part 200.308\(c\)\(1\)\(vi\) of Title 2 of the C.F.R.](#), and [Chapter 303.3.21a](#) of the Automated Directives System (ADS), when the Agency approves a sub-award equal to or greater than \$25,000 under an assistance instrument (GUC), the Contractor must report the grant through the [Federal Sub-Award Reporting System \(FSRS\)](#). Specifically, the Contractor must report each action that obligates \$25,000 or more in funds, not including Recovery Funds (as defined in Section 1512(a)(2) of the American Recovery and Investment Act of 2009, Public Law 111-5), for a sub-award to an entity. The Contractor must submit this report in FSRS no later than the end of the month following the month in which USAID approved the sub-award. The Contractor has a continuing responsibility to update data on new obligations into sub-awards on the same timeline. If a recipient of funding from USAID fails to comply fully with the mandatory requirements and award terms outlined above, the Agency could impose additional award conditions or take other actions, as appropriate under the circumstances. These actions could include withholding cash payments temporarily pending correction of the deficiency, disallowing all or part of the cost of the activity or action that is out of compliance, suspending (wholly or partly) or terminating the award, withholding further awards for the project or program, and initiating proceedings for suspension and debarment.

H.22 ENVIRONMENTAL COMPLIANCE

The Contract will be covered by the following approved Initial Environmental Examination (IEE) document: Ghana Food Security Project IEE found in Attachment J-5 and at: https://ecd.usaid.gov/document.php?doc_id=52648

1a) 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. Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

1b) In addition, the contractor/recipient 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.

1c) 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.")

2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer 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.

2b) 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.

2c) 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.23 AIDAR 752.204-2 SECURITY REQUIREMENTS (FEB 1999)

Pursuant to the Foreign Affairs Manual, 12 FAM 540 (<http://www.state.gov/documents/organization/88404.pdf>), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in (48 CFR) FAR 52.204-2 is used in USAID contracts, pursuant to 704.404(a), paragraph (a) of the clause is revised as follows:

(a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Sensitive But Unclassified') information.

H.24 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.25 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 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.

The Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

H.26 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)

As prescribed in (48 CFR) AIDAR 729.402-70, insert the following clause in section I of applicable solicitations and resulting contracts. The contracting officer must insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under paragraph (d) of this clause.

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government (each foreign government must be listed separately) on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause-

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: [contracting officer must insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].

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

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

H.27 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES (MAR 2015)

(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/hers 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.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

H.28 AIDAR 752.245-70 GOVERNMENT PROPERTY USAID REPORTING REQUIREMENTS (OCT 2017)

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

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

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

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

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

1 Non-expendable property and all mobile IT equipment.

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

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

PROPERTY INVENTORY VERIFICATION

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

Authorized Signature _____

Name _____

Title _____

Date _____

H.29 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (OCT 1996)

(a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 55305)) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 50 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed

separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.

(b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of program that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 percent, depending on current compliance with Cargo Preference requirements.

(c)(1) The contractor must submit one legible copy of a rated on-board ocean bill of lading for each shipment to both Office of Cargo and Commercial Sealift, Maritime Administration (MARAD), U.S. Department of Transportation, 1200 New Jersey Ave. SE., Washington, DC 20590, and the U.S. Agency for International Development (USAID), Bureau for Management, Office of Acquisition and Assistance, 1300 Pennsylvania Ave. NW., SA-44, Room 859, Washington, DC 20523 as follows:

(i) for PL 480 (Food aid shipments) scanned copies must be sent to: freightbills@usaid.gov.

(ii) For all Non P.L. 480 (Non Food Aid Shipments) scanned copies must be sent to: Oceantransportation@USAID.gov.

(iii) For all shipments, scanned copies for MARAD must be sent to: Cargo.MARAD@DOT.gov.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(i) Sponsoring U.S. Government agency.

(ii) Name of vessel.

(iii) Vessel flag registry.

(iv) Date of loading.

(v) Port of loading.

(vi) Port of final discharge.

(vii) Description of commodity.

(viii) Gross weight in kilograms/pounds and volume in liters/cubic feet, if available.

(ix) Total ocean freight revenue in U.S. dollars.

H.30 AIDAR 752.7012 PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (AUG 1995)

(a) Safeguarding the rights and welfare of human subjects in research conducted under a USAID contract is the responsibility of the contractor. USAID has adopted the Common Federal Policy for the Protection of Human Subjects. USAID's Policy is found in Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as from time to time amended (a copy of which is attached to this contract). USAID's Cognizant Human Subjects Officer (CHSO) and USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

(b) Contractors must comply with the Policy when humans are the subject of research, as defined in 22 CFR 225.102(d), performed as part of the contract, and contractors must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, contractors can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the contract. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (see 22 CFR 225.101(h)). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

(c) Since the welfare of the research subject is a matter of concern to USAID as well as to the contractor, USAID staff, consultants and advisory groups may independently review and inspect research, and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

H.31 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 incorporated into this solicitation and any resulting contract(s).

H.32 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<https://www.usaid.gov/ads/policy/300/350maa>] or as approved by the Contracting Officer.

H.33 CONFLICT OF INTEREST

(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

(c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

(d) If the potential conflict relates to performance of the work hereunder (*e.g.*, where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(e) If the potential conflict relates to future activities (*e.g.*, where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting

Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

(f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.

(g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

(h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

- (i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

H.34 DISCLOSURE OF INFORMATION

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

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.35 PROHIBITION AND ASSISTANCE TO DRUG TRAFFICKING

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

H.36 NONEXPENDABLE PROPERTY AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[CO to insert at award]

H.37 GENDER CONSIDERATION

To the greatest extent possible, the Contractor must seek to include both men and women in all aspects of this activity including participation and leadership [e.g., meetings, trainings, etc.]. The Contractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Contractor must look for gender implications or opportunities in the activity, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of activity implementation and internal management.

H.38 PROHIBITION ON CONTRACTING FOR CERTAIN COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Section 889) (January 2021)

[Note to offerors: This language will be added to the award if it is based on the Foreign Assistance waiver. If the apparently successful offeror does not require a waiver, this additional language will be deleted from the award document.]

(a) The award of this contract is based on the Section 889 Foreign Assistance Waiver USAID received from the Director of National Intelligence (DNI), which expires on September 30, 2022. Accordingly,

the Contractor must submit the FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, to the Contracting Officer, as soon as the contractor is no longer using any covered technology but no later than March 31, 2022.

(b) In addition to the disclosure requirements at FAR 52.204–24(e), if the contractor represents that it does use covered telecommunications equipment or services, the Contractor must describe the circumstances (including in-country circumstances) where the Contractor uses covered technology. This must include:

1. identification of whether the covered equipment and/or services are provided by third-party communications service providers, such as the internet, phone, utilities, or others;
2. the specific country(ies) where it is used; and
3. a description of the presence of any other covered technology, whether in any internal systems or elsewhere in the supply chain.

(c) If the contractor continues to use covered technology as of March 31, 2022 and there is no applicable waiver in place, the contract period of performance will end on September 30, 2022, as the Contractor is no longer legally eligible for an award. The Contractor will only be entitled to costs incurred through the period of performance including close-out costs. The contractor is not entitled to settlement costs associated with Termination for Convenience (FAR part 49). Any applicable fee will be adjusted commensurate with work completed as of September 30, 2022.

H. 39 PROCUREMENT OF COVERED MATERIAL

1. Except as provided in paragraph 2 below, and notwithstanding anything in this contract to the contrary, no funds under this contract may be used for the procurement of “Covered Material” as listed below without the prior written consent of the Contracting Officer. For purposes of this special contract requirement, “Covered Material” shall consist of the following:

- Surgical N95 Filtering Facepiece Respirators, including devices that are disposable half-face-piece non-powered air-purifying particulate respirators intended for use to cover the nose and mouth of the wearer to help reduce wearer exposure to pathogenic biological airborne particulates;
- PPE surgical masks, including masks that cover the user’s nose and mouth and provide a physical barrier to fluids and particulate materials;
- PPE nitrile gloves, including those defined at 21 CFR 880.6250 (exam gloves) and 878.4460 (surgical gloves) and such nitrile gloves intended for the same purposes; and
- Level 3 and 4 Surgical Gowns and Surgical Isolation Gowns that meet all of the requirements in ANSI/AAMI PB70 and ASTM F2407-06 and are classified by Surgical Gown Barrier Performance based on AAMI PB70.

For clarity, non-medical grade masks, including cloth masks, are not included in the list of Covered Material above. Further, USAID may modify the list of Covered Material from time-to-time, in writing; any such changes to the list shall apply prospectively.

2. The restrictions set forth in paragraph 1 above shall not apply to the procurement of Covered Material:

(a) for the protection of and use by the contractor's or sub-contractor's staff; or

(b) for the safe and effective continuity of USAID-funded programs, including for the protection of beneficiaries, provided that such items are manufactured locally or in the same geographical region as the country in which USAID is providing assistance, as defined by the U.S. Department of State's regional system (Africa, East Asia and the Pacific, Europe and Eurasia, Near East, South and Central Asia, and Western Hemisphere), and provided that such items are not, and could not reasonably be expected to be, meant for the United States market.

The CO may change the exemptions set forth in this paragraph in writing; any such changes shall apply prospectively.

3. "Staff" for the purposes of the Exception in 2(a) is defined as any individuals receiving financial compensation from the recipient or contractor or sub-recipient or subcontractor.

4. For each purchase of Covered Material under Exception 2(b), the contractor must provide the CO with contemporaneously dated documentation that the order of Covered Material is not meant for, and could not reasonably be meant for, the U.S. market. The CO will then upload the statement into ASIST (USAID's internal file repository). This documentation can take the form of a simple email verification from a vendor or a brief, contemporaneously dated, written statement or e-mail from the contractor confirming its conversation with the vendor.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FAR: <http://acquisition.gov/far/index.html>

AIDAR: http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (ALTERNATE I)	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
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
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
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
52.211-5	MATERIAL REQUIREMENTS	AUG 2020

52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICE	JUN 2020
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN 2020
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
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
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2020
52.219-14	LIMITATIONS ON SUBCONTRACTING	MAR 2020
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	MAY 2020
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JULY 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2020
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN 2020
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984

52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-1	BUY AMERICAN-SUPPLIES	MAY 2014
52.225-8	DUTY-FREE ENTRY	OCT 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2020
52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	JUN 2020
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	MAR 1996
52.228-8	LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES	MAY 1999
52.228-9	CARGO INSURANCE	MAY 1999

52.228-10	VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE	APR 1984
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	JUN 2020
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	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
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-7	IDEMINIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014

52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987
52.243-2	ALTERNATE I	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2020
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also,

the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

751.205-43	TRADE, BUSINESS, TECHNICAL AND PROFESSIONAL ACTIVITY COSTS—USAID CONFERENCE APPROVAL REQUIREMENTS - AAPD 20-01	APR 2020
752.202-1	DEFINITIONS	JAN 1990
752.202-70	DEFINITIONS	JAN 1990
752.202-72	DEFINITIONS – ALTERNATE	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	NONDISCRIMINATION	JUN 2012
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER’S 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	(JULY 2007)
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.7001	BIOGRAPHICAL DATA	JUL 1997

752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2020
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES	OCT 2016

I.3 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

I.4 FAR 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at 15 least days prior to the Contracting Officer exercising the option. Delivery of the added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

I.6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.7 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.8 FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS (OCT 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.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

(1) Any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercially available off-the-shelf (COTS) item" means-

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

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

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

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

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

Involuntary servitude includes a condition of servitude induced by means of-

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

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

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

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

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

(ii) Advertising

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

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs-

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

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

- (A) Agents;
- (B) Labor brokers;
- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

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

(6) Charge employees or potential employees recruitment fees;

(7)

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

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

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

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

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

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

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

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

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

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

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

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

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

(d) *Notification.*

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

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

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

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

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

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

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

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

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum-

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

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

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

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

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

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

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

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

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

(h) *Compliance plan.*

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

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

(ii) Has an estimated value that exceeds \$550,000.

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

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

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

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

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

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

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

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

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

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

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

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

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

(ii) After having conducted due diligence, either-

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

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

(i) *Subcontracts.*

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

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

(ii) Has an estimated value that exceeds \$550,000.

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

(End of clause)

I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt

Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) “Property,” as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer’s approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer’s advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment: I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) All payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.10 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor

that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

(End of clause)

I.11 AIDAR 731.205-43 TRADE, BUSINESS, TECHNICAL AND PROFESSIONAL ACTIVITY COSTS—USAID CONFERENCE APPROVAL REQUIREMENTS. (M/OAA-DEV-AIDAR-20-01C) (APR 2020)

Definitions. As used in this section —

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

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

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

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

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

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

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

(b) USAID policy requires contractors to obtain Contracting Officer or Contracting Officer's Representative (COR) approval of the following, unless an exception in paragraph (c) of the clause at 752.231-72 applies:

(1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference;

(2) A conference funded in whole, or in part, by USAID when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID employees or USAID Personal Services Contractors who will participate in the conference;

(3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or

(4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID-funded programs and activities, when: (i) the individual attends the event on behalf of USAID or as part of USAID's team; and (ii) temporary duty travel is necessary. Page 4 of 6

(c) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.

(d) Contracting officers must insert the clause at 752.231-72 in:

(1) All USAID-funded solicitations and contracts anticipated to include a requirement for a USAID-funded conference; or

(2) All USAID-funded solicitations and contracts that provide contractor personnel with routine physical access to USAID-controlled facilities, or logical access to USAID's information systems.

(End of clause)

I.11 AIDAR 731.231-72 CONFERENCE PLANNING AND REQUIRED APPROVAL (APR 2020)

(a) Definitions. As used in this section —

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

Multilateral organization means an organization or alliance formed between multiple nations and/or organizations to work on issues that relate to all members of the organization or alliance (e.g., World Health Organization, The World Bank, The Vaccine Alliance (Gavi), Education Cannot Wait). High-profile policy meeting means an event sponsored by a multilateral organization, which includes meetings to discuss issues of global interest, such as the United Nations General Assembly or the Spring and Fall meetings of the World Bank and International Monetary Fund.

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

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

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

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

(b) USAID policy requires contractors to obtain Contracting Officer or Contracting Officer's Representative (COR) approval of the following, unless an exception in paragraph (c) of the clause at 752.231-72 applies:

- (1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference;
- (2) A conference funded in whole, or in part, by USAID when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID employees or USAID Personal Services Contractors who will participate in the conference;
- (3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or
- (4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID funded programs and activities, when:
 - (i) the individual attends the event on behalf of USAID or as part of USAID's team; and
 - (ii) temporary duty travel is necessary.

(c) Exceptions. Prior USAID approval is not required for the following:

- (1) Co-creation conferences to facilitate the design of programs or procurements.
- (2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.
- (3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.
- (4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and if applicable, costs associated with participation of the contractor's staff are the only direct costs associated with the event. The exception does not apply to the requirements in paragraph (b)(3) and (4) related to meetings with multilateral organizations.
- (d) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.
- (e) Conferences approved at the time of award will be incorporated into the contract. The contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(f) Documentation.

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

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

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

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

(End of clause)

I.12 AIDAR 752.7032 – INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The contractor shall therefore present to the CO or the COR, 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 CO's or COR's (if delegated by the CO) prior

written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

(End of clause)

L.13 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

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

b) *Prohibition on Abortion-Related Activities.*

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

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

c) The Contractor shall insert this provision in all subcontracts.

(End of clause)

[END OF SECTION I]

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

Attachment Number	Title
J-1	Statement of Objectives
J-2	Budget Template
J-3	Disclosure of Lobbying Activities
J-4	Contractor Performance Information Form
J-5	Programmatic Initial Environmental Examination – Ghana Food Security Project
J-6	AMELP Template

[END OF SECTION J]

PART IV - REPRESENTATION AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” in Section K of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	AUG 2020
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION	NOV 2015
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION	MAY 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	JUN 2020
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.222-38	COMPLIANCE WITH THE VETERANS EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541618, - Other Management Consulting Services.

(2) The small business size standard is \$15 million.

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

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

(2) If the provision at 52.204-7, 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 & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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.3 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.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in 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 Items. 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.5 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.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITIES 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 nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K.8 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 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS- CERTIFICATION (JUN 2020)

(a)This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

___ (1)The Offeror certifies that—

(i)It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or

disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

— (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to

its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4)The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d)Do not submit an offer unless—

(1)A certification is provided in paragraph (b)(1) of this provision and submitted with the offer;
or

(2)In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i)Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii)Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.10 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) *Definition*.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured

Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) ☐ The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) ☐ The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

K.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990, Other Professional, Scientific, and Technical Services.

(2) The small business size standard is \$15 million.

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

(c) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

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

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

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

(End of provision)

K.13 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.14 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

_____	_____
-------	-------

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

K.15 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K.16 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

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

(End of provision)

K.17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of 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 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
------------------------------	-----------------------------

(End of provision)

K.18 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.19 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.20 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. _____

Offeror/Proposal No. _____

Date of Offer _____

Typed Name and Title _____

Signature _____

Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

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

Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.207-1	NOTICE OF STANDARD COMPETITION	MAY 2006
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS	JAN 2017
52.215-1	ALTERNATE	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020

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

The Government contemplates award of a Cost Plus Fixed-Fee (CPFF) completion-type contract.

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:

Mrs. Keisha Effiom

Director, Regional Acquisition and Assistance Office, USAID/West Africa

Email: keffiom@usaid.gov

A copy of the protest shall also be sent to William Buckhold, Asst. General Counsel via fax 202-216-3058.

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

L.4 GENERAL INSTRUCTIONS TO OFFERORS

- a. Multiple Awards: USAID anticipates the award of one (1) contract as a result of this solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.
- b. Statement of Objectives (SOO): Offerors must use the SOO of this solicitation (see Attachment J.1 to this RFP) to develop a Performance Work Statement (PWS) per FAR 37.602. The successful Offeror's PWS will be incorporated into Section C of the award. The PWS must contain a separate section on the work to be conducted under the Optional CLIN.
- c. RFP Instructions: Proposals must be submitted in accordance with Section L--Instructions, Conditions, and Notices to Offeror. The Offeror must use the templates provided in Section J for the presentation of its budget. Failure to use these templates or to comply with the solicitation's instructions, and any deviation from the RFP's requirements and prescribed format will be considered a material omission, and could result in a proposal's exclusion, rejection, or determination of ineligibility.
- d. Questions and Clarifications: The Offeror must submit all questions regarding this RFP only to the individuals indicated in the cover letter to this solicitation. The Offeror must submit these questions via email no later than the date and time indicated in the cover letter. USAID will not accept any questions after this date unless otherwise provided in an amendment to the solicitation. The Offeror must not submit questions to any other USAID staff.
- e. 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.
- f. Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Offeror's institution.
- g. Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (3) Submission of the information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

- h. Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.
- i. Offeror Expiration: Pursuant to Block 12 of the Standard Form 33 of this solicitation, Offerors are requested to indicate the duration of the validity of their offer in Block 12 of the SF 33. The offer must be valid for at least 180 days from the date the offer is submitted to allow sufficient time to evaluate proposals, to complete discussions (as appropriate), and to make award.
- j. Technically Unacceptable Proposal: Cost analysis will not be performed on a Cost Volume for which the Technical Volume is found to be technically unacceptable and is therefore not eligible for award.
- k. Email Submission Procedures:
 - (1) The Offeror must send submissions by email to the addresses listed in the cover letter to this RFP. USAID will not accept hand-delivered proposals, including commercial courier, or facsimile transmissions.
 - (2) It is the Offeror's responsibility to ensure and confirm their proposal, including all attachments, was successfully submitted. If the Offeror discovers an error in its transmission, then the Offeror must resend the document and attachments and note "corrected submission" in the subject line of the email.
 - (3) The Offeror must only send the same email once. If the Offeror changes the contents of its proposal, then the Offeror must note "corrected submission" in the subject line of the email.
 - (4) Only one authorized individual in the Offeror's organization must send email submissions to avoid confusion, duplication, and congestion problems with the USAID email system.
 - (5) The Offeror must submit the Technical Volume and Cost Volume in one email as two attachments (one email not to exceed 25MB), respectively (e.g., consolidate the various parts of a Technical Volume into a single document). If not possible, and the Offeror must send the proposal through multiple emails, the Offeror must indicate in the subject line of the emails whether the email relates to the Technical Volume or the Cost Volume and note the desired sequence of multiple emails and the attachments (e.g., "Organization X, Cost Volume, Part 1 of 4"). The Offeror must not send files in ZIP format.

- (6) Separate Cost and Technical Volume. The Offeror must submit the Cost Volume as a separate file from the Technical Volume.
- (7) The Offeror must submit the Technical Volume and Annexes in Adobe PDF or Microsoft Word.
- (8) The Offeror must submit the Technical Volume using 12-point font size (can be 10-point font for charts, textboxes, graphics, and graphs), and each page must be numbered consecutively.
- (9) The Offeror must submit the Cost Volume using the formats listed in Section L.7 of the RFP.
- (10) The Offeror must submit the Technical Volume and Cost Volume in English.
- (11) Late proposals will not be considered. Offerors are strongly encouraged to review FAR 15.208.

- l. Data Loss Liability: The Offeror assumes all responsibility for ensuring that USAID has received an accurate and complete version of the Cost Volume—including any annexes or attachments thereto—through email. USAID bears zero responsibility for data errors or data loss while either transmitting, converting, downloading, or printing the Cost Volume.
- m. Please be advised that all information necessary to evaluate the technical capabilities of the Offeror must be contained in the Technical Volume, and that all information necessary to evaluate the cost must be contained in the Cost Volume.

L.5 TECHNICAL VOLUME ORGANIZATION

- a. General: The Technical Volume must address the evaluation factors in Section M and consist of the Performance Work Statement and Annexes. These two parts together will constitute the Offeror's Technical Volume (and be combined electronically into a single document, if possible). The Technical Volume must be well-organized, complete, clear and succinct.
- b. Organization. Specifically, the Technical Volume must be organized as follows:
 - (1) **COVER PAGE** [2 pages] must contain only the following information:
 - Project Title: Feed the Future Ghana Trade and Investment Activity
 - Offeror name
 - Offeror address
 - Tax Identification Number
 - DUNS Number
 - Names, titles, and telephone and electronic addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - Name, title, and signature of person authorized to sign 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.

- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- (2) **COVER LETTER** *[2 pages maximum]* must accompany the Technical Volume and be typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The cover letter must include the information required by FAR 52.215-1(c)(2).
 - (3) **TABLE OF CONTENTS** *[no page limit]* listing all page numbers and attachments
 - (4) **LIST OF ACRONYMS** *[no page limit]*
 - (5) **EXECUTIVE SUMMARY** *[2 pages maximum]* must accompany the technical volume and briefly articulate: (a) a high-level description of proposed activities, goals, and anticipated results (both quantitative and qualitative); (b) a sustainability plan; and (c) how the overall activity will be managed.
 - (6) **PERFORMANCE WORK STATEMENT (PWS)** *[20 pages maximum, inclusive of the Optional CLIN section]*
 - (7) **ANNEXES TO THE PWS** must be separately tabbed and identified. Annexes to the Technical Volume are limited to the following:
 - **Annex A - Staffing and Management Plan.** *[5 pages maximum]* (the Organizational Chart is not included in the page count).
 - **Annex B - Resumes of Key Personnel**, inclusive of Professional Biography and references. *[3 pages each maximum]*
 - **Annex C – Proposed Key Personal** (inputs for Section F.4) *[no page limit]*
 - **Annex D - Quality Assurance Surveillance Plan.** *[5 pages maximum]*
 - **Annex E - Signed Letters of Intent from each proposed Key Personnel candidate.** Signed Letters of Intent from each of the proposed Key Personnel (no more than 1 page each). Each Key Personnel's signed Letter of Intent must state that the proposed candidate will: 1) be available within three months of project start-up and 2) participate for at least two (2) years post award. *[1 page each maximum]*
 - **Annex F - Contractor Performance Information Form** (see Attachment J-4). *[3 pages each maximum]* and Exceptional Capacity/Extraordinary Problems Statement *[no page limitation]*
 - **Annex G – Presentation of Small Business Concerns** (for Large Businesses only) *[no page limit]*
 - **Annex H – Additions to Reporting and Deliverable Matrix** (see Section L.6(a)(3) *[no page limit]*

L.6 INSTRUCTION FOR PREPARING THE TECHNICAL VOLUME

a. **TECHNICAL APPROACH** (see Section M.2.a)

- (1) **PWS**: The Offeror must prepare a PWS that articulates how the Offeror intends to achieve the objectives of the activity as outlined in **ATTACHMENT J.1**, SOO. The PWS proposed by the successful Offeror will become Section C of the resulting contract. The PWS must contain a separate section on the work to be accomplished under the Optional CLIN. The PWS must state the theory of change (see section 3 of the SOO), outlining how the proposed results and interventions support the objectives and purpose. The Offeror may adjust the theory of change presented in the SOO, if appropriate.
- (2) The Offeror must outline briefly how it plans to operate under the current COVID-19 environment. Current USAID resources and guidance can be found at: <https://www.usaid.gov/work-usaid/resources-for-partners/covid-19-guidance-implementing-partners>

The PWS must include the following sections, in the specified order, at a minimum:

- Background
- Objectives
- Results
- Services/Tasks Required

The PWS must be written from the perspective of USAID. For example, the PWS will say, “the Contractor must...” as opposed to “we will...” In addition, the Offeror must use language of mandatory obligation (“must” versus “will,” “should,” or “may”).

Background: The Background section must present the problems the Offeror intends to address in the Feed the Future Ghana Trade and Investment Activity in Ghana.

Objectives: The Objective section must align with the SOO purpose and objectives as the launch point of the theory of change in the next section.

Result: The Results section must identify all results, by objective, the Offeror deems necessary and sufficient to achieve the SOO purpose and objectives. Results should be directional, actionable, clear, include the target beneficiary and, together, clearly form a theory of change linked to the SOO purpose and objectives. For each result, the Offeror must indicate any data necessary to support the result. Specific deliverables should not, however, be included in this section; they should instead be presented in Section F, Deliveries or Performance.

Services/Tasks Required: The Services/Tasks Required section must include a description, by objective, of the actual tasks the Offeror will complete. The tasks proposed must be clearly linked to successful performance of the contract and achievement of the results. The Offeror *may* propose a Grants under Contract component. *If* using this mechanism, the Offeror must define clear criteria

and objectives for small grant awards that would require the grants to: i) have financial cost-sharing from recipients, ii) be performance-based (paid based on performance), and iii) be directly linked to one of the proposed objectives.

Optional CLIN work: The Optional CLIN work section must clearly describe all work to be conducted upon exercise of the optional CLIN, subject to the availability of funds and satisfactory performance of the Contractor. This work must be clearly differentiated from the work to be conducted under the base award. It must be written and delineated so as to be fully exercisable without any further definitization or discussion. The Optional CLIN work must allow for the unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract.

- (3) Additions (if any) to Section F.8, Reporting and Deliverable Matrix (Annex H): For any additions to the Section F.6 Reporting and Deliverable Matrix, including reports or expected results, the Offeror must propose in Annex I description data regarding that deliverable for insertion into Section F.6 of the contract. Deliverables or results that are part of the Optional CLIN must be clearly differentiated. Additional results must demonstrate (a) direct relevance to measuring key outcomes of this contract and (b) ambition, innovation, and risk-taking in activity implementation to achieve the objectives. Offerors must also propose deadlines for the Results contained in Section F.6.
- (4) Quality Assurance Surveillance Plan (QASP) (Annex D): The Offeror must submit as a part of its Technical Volume a QASP. The proposed QASP must outline what actions USAID/Ghana will take to conduct quality assurance; specifically, the proposed QASP will indicate what aspects of the PWS should be monitored, how those aspects should be monitored, and how often monitoring should occur to ensure standards are met. Offerors are encouraged to review FAR Subpart 46.4. The plan must cover prevention and detection of any challenges and timely and positive corrective action. The QASP actions for the Optional CLIN must be clearly differentiated.

b. STAFFING AND MANAGEMENT APPROACH (see Section M.2.b)

- (1) Staffing and Management Plan: The Offeror must submit a Staffing and Management Plan (as Annex A of the Technical Volume) that consists of the following:
 - (a) A team with an appropriate balance of managerial, technical, and operational skills appropriate to achieve the requirements in the PWS. Expertise and skills must be present in some combination among key personnel staff, full or part-time staff, and consultants.
 - (b) One organizational chart, which reflects proposed roles and responsibilities; the lines of authority and reporting within the Activity (including any subcontractors); and the proposed physical location/duty station of key personnel and senior technical personnel. Detail on proposed subcontractors, including agreed-upon roles, responsibilities, type and professional level of personnel, and proposed integration and oversight.
 - (c) A brief outline of how the Offeror plans to operate under the current COVID-19 environment with respect to staffing and management. Current USAID resources and guidance can be found at:

<https://www.usaid.gov/work-usaid/resources-for-partners/covid-19-guidance-implementing-partners>

- (d) Strategy for coordination with the GoG, other donors and agencies, and other USAID-funded partners to avoid duplication of key activities, including staffing considerations for these coordination efforts.
- (e) Changes/additions to the staffing management plan for Optional CLIN work must be delineated in a separate section.

(2) Resumes and Professional Biography of Key Personnel: The Offeror must submit resumes inclusive of a professional biography and references for all personnel (as Annex B of the Technical Volume) it designates as “key”. Resumes must include the individual’s relevant education and experience for the key position they are proposed to fill.

(3) Completion of Section F.4(a) and (b): The Offeror must propose information submission to complete key personnel inputs to Section F.4 as identified within the section in the Annex C of the Technical Volume. This includes identifying key personnel positions, proposing position descriptions, and minimum education, experience, and language requirements for each.

c. **CONTRACTOR PERFORMANCE INFORMATION** (see Section M.2.c.)

- (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% of the offeror’s total proposed cost) in accordance with the following:
 - i. Attach as Annex F of the Technical Volume the form contained in Attachment J-4 of the RFP. Include up to five of the most recent (defined as performance within the past five years) and relevant contracts, task orders, grants, or cooperative agreements for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity.
 - ii. For all contracts listed above that are not in CPARS, as per the form in Attachment J-4, USAID will contact your contact contained in Part I in order to fill in Part II of the J-4 Attachment. 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 impacted any of the referenced contracts, provide in Annex F a short explanation and the corrective action taken (FAR 15.305(a)(2)). This information is not included in the page limitation.
- (3) Describe in Annex F any quality awards or certifications that indicate exceptional capacity to provide the service or product described in your performance work statement. 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 (c) is not applicable to offers from small business concerns.
- ii. As part of the evaluation of performance in Section M.2.c. of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
- iii. In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must submit the following in their Annex G technical volume submission:
 - (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. 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.
 - (B) To supplement the narrative summary in (A), provide a list of three (3) recent contracts within the past five (5) years for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
 - (C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

L.7 INSTRUCTIONS FOR PREPARING THE COST VOLUME

L.7.1 GENERAL

- (a) The Offeror must submit the Cost Volume (in separate electronic files as specified below) separate from the Technical Volume.
- (b) The Cost Volume must consist of the following separate files: Budget Spreadsheet and Budget Narrative as summarized below:
 - i. Budget Spreadsheet. The Offeror must provide a fully completed and accurate budget using the **Attachment J-2, Budget Template**.

ii. Budget Narrative. The Offeror must prepare a budget narrative with a separate narrative section of the Optional CLIN, in a single Adobe Acrobat (“PDF”) file, with no page limit.

iii. Annexes. The Offeror must submit Cost Volume Annexes as separate attachments limited to the following documents with no page limitation:

- Annex A - The Fixed Fee Schedule
- Annex B - Representations, Certifications, and other statements of Offeror (see Section K)
- Annex C - The Standard Form (“SF”) 33, “Solicitation, Offer, and Award,” completing Items 12 through 18, signed by an individual with the authority to bind the Offeror.
- Annex D - Evidence of Responsibility
- Annex E - Disclosure of Lobbying Activities – See Attachment J-3
- Annex F - Certification regarding Trafficking in Persons Compliance Plan
- Annex G - Small Business Subcontracting Goal Plan
- Annex H - Signed Letters of Intent for Proposed Sub-partners
- Annex I - Certification of covered telecommunications equipment or services representation – See Section L.14
- Annex J - Salary Ranging and Certification
- Annex K - Consultant Pay Scale
- Annex L - Consent to Subcontract Request, if applicable
- Annex M - Legislative Reporting Information

(c) The Cost Volume must include the information described in this **Section L.7, Cost Volume Organization**. The failure to include all information or to organize the Cost Volume in the prescribed manner may result in the elimination of the Offeror’s proposal as unacceptable.

(d) The Offeror must present all proposed costs and prices in U.S. Dollars (“USD”) and proposed costs must be rounded to the hundredth decimal place. Any decimals not rounded up to two decimal places will require further discussions and thus risk delaying this award.

(e) The Cost Volume should be exclusive of Value Added Tax.

L.7.2 MICROSOFT EXCEL BUDGET SPREADSHEET

(a) The Offeror must prepare its budget spreadsheet submission in Excel, compatible with a Microsoft Windows operating environment. The Offeror must submit only one Microsoft Excel file using the template provided in **Attachment J-2, Budget Template**, which includes:

- i. “Summary budget” tab to summarize the “Detailed Prime” budget tab.
- ii. “Detailed Prime” budget tab for the prime Offeror budget

- iii. “Detailed Subcontractor” budget tab for each Subcontractor budget
- iv. “Program Activities” budget tab that consolidates all program activity costs for both the prime and all proposed subcontractors.
- v. “Detailed Travel” budget tab to provide data on all proposed international and regional travel.

(b) The Offeror must make all Excel calculations and formulas visible in the format provided in **Attachment J-2, Budget Template**. The Offeror must unlock and leave the Excel file unprotected and macro-free. The Offeror must remove all external file links from the Excel file. The Offeror may add line items to the template, but it should comply with the template categories as much as practicable.

(c) The Offeror must not include prime Offeror burdened rates in the prime Offeror’s budget. The Offeror must break down all prime offeror direct and indirect costs into component parts.

(d) Proposed subcontractors must include the same cost breakdowns in their budgets and budget narratives as the prime Offeror.

L.7.3 ADDITIONAL PRICING INSTRUCTIONS AND BUDGET NARRATIVE

L.7.3.1 GENERAL BUDGET NARRATIVE AND PRICING INSTRUCTIONS

(a) The Offeror must submit a budget narrative that provides evidence to the Contracting Officer (CO) that the proposed costs are fair and reasonable. The Offeror must explain how it arrived at the proposed unit cost in the budget narrative. All proposed line items in the budget spreadsheet must be adequately addressed in the budget narrative. Failure to do so may impact the CO’s determination of probable cost, used in best value trade-off decisions.

L.7.3.2 PERSONNEL

(a) The Offeror must express unit costs for each proposed position as a salary rate per work day with the corresponding level of effort required for the position (number of workdays) and then calculate to a total cost for each cost period where the salary would be applicable. The Offeror must provide a labor cost breakdown using the solicitation mandated labor groupings (*e.g.*, long-term U.S. National, long-term professional TCN/CCN, long-term administrative TCN/CCN, home office, U.S. National short-term technical assistance, TCN/CCN short-term technical assistance), as identified in **Attachment J-2, Budget Template**.

(b) The Offeror must propose all direct labor costs by Labor Category/experience/FSN level and not by named person. USAID does not require a labor budget by person.

(c) The Offeror must not include consultant labor in this section, which it must break out separately in Section L.8.4.9, “Consultants.”

(d) The Offeror must propose direct salaries and level of effort that (i) comply with the Offeror's personnel policies and (ii) conform with FAR 31.205-6, AIDAR 731.205-46, and AIDAR 752.7007, which provide for compensation for personal services.

(e) For each contract year, labor cost must reflect the unburdened daily rate for each proposed labor category/experience level with the corresponding level of effort required for the labor category (number of workdays).

(f) For each labor grouping (*i.e.*, Long-Term U.S. Nationals, Long-Term Professional TCN/CCN, etc.), the Offeror must ensure that the annual sub-total LOE is reflected in the budget (**Attachment J-2, Budget Template**).

(g) Short-Term Technical Assistance (STTA). The Offeror's Excel budget must clearly show annual STTA LOE calculated as the product of the number of annual STTA engagements times the average LOE per STTA engagement. Offerors must ensure their travel budgets accommodate STTA travel. The Offeror must not include consultant (non-employee) STTA labor in this section. Consultant STTA labor costs are specified separately in Section L.8.4.9, "Consultants".

(h) For this procurement, the Offeror should not propose any salary that exceeds the Contractor Salary Threshold ("CST").

(i) Waivers to pay TCN allowances and/or pay CCN/TCN salaries that exceed Local Compensation Plan ("LCP") maximums are not required at this time and such salaries will be presumed to be reasonable under the assumption that the Offeror can justify a waiver during administration of the contract. Upon award, CCN and TCN salaries proposed in excess of the LCP limits will require a salary justification and waiver from the contract awardee for USAID approval, pursuant to paragraph (b) of AIDAR 722.170.

(j) CCN/TCN personnel. The Offeror must propose local labor by Labor Category and FSN Grade. Based on USAID's market research, the following daily salary rate ranges for Ghana, as shown in the tables below, are considered fair and reasonable and realistic. If the Offeror's proposed salary rate falls within the applicable market range in the tables below, that proposed rate will be considered reasonable and realistic and no further substantiation is required from the Offeror. Offerors proposing a salary rate that falls outside the applicable market range must support that outlier rate with additional data, such as biodata sheets, pay stubs, or data from the results of salary surveys, and must clearly show how such data was used to develop the proposed salary rate. Offerors are cautioned not to propose rates at the absolute minimum or maximum of these salary ranges, unless they intend to staff all personnel at that FSN Grade from a single country office.

Year 1 CCN/TCN Daily Salary Rate Ranges, Ghana
(Based on 260-day year)

LCP Level	Market Minimum	Market Maximum
-----------	----------------	----------------

FSN 1	\$12.59	\$18.88
FSN 2	\$13.92	\$20.88
FSN 3	\$16.27	\$24.40
FSN 4	\$24.43	\$31.00
FSN 5	\$25.33	\$38.00
FSN 6	\$30.20	\$45.30
FSN 7	\$35.94	\$53.91
FSN 8	\$44.31	\$66.47
FSN 9	\$55.04	\$82.55
FSN 10	\$72.04	\$108.06
FSN 11	\$87.62	\$131.44
FSN 12	\$106.57	\$159.86
FSN 13	\$147.78	\$221.68

(k) The Offeror and each proposed major subcontractor must indicate in its Budget Narrative the number of hours and days in its normal workday and its normal work week, both domestically and overseas, for employees and consultants.

(l) A normal work year, including paid absences (holidays, vacations, and sick leave), is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday and some accounting systems normally provide for direct recovery of paid absences by using a work year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors must describe their workday and work week policies.

(m) Narratives must describe the estimated annual escalation of all salaries, where applicable.

(n) Salary ranges for ALL proposed professional positions must be established based on the market value, based on duties and responsibilities of the position, in country and locality of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the Contractor and submitted as Annex J of the cost proposal to the Contracting Officer with the proposal for approval.

L.7.3.3 FRINGE BENEFITS

(a) Corporate Fringe Benefits.

Proposed fringe rates cannot exceed the rates established in the Offeror's NICRA (or equivalent approved forward rate pricing agreement). Offerors may propose lower fringe rates than their established NICRA and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing.

(b) Local Fringe Benefits.

- i. The ranges for local fringe generally include all mandatory fringe benefits and payroll taxes as well as typical 'discretionary' fringe benefits that are part of the Offeror's standard package of fringe benefits for local staff.
- ii. If Local Fringe Benefits are proposed as a direct charge that is not recovered via the Offeror's NICRA rate, then the Offeror's Excel budget must identify local fringe benefit costs as a separate line item within the Fringe Benefit category. The rate must be fully substantiated in the budget notes.

L.7.3.4 ALLOWANCES

(a) AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Offerors must provide a breakdown of proposed allowance costs by allowance type. At this time, a breakdown of allowance cost by person is neither required nor desired.

(b) Each proposed allowance cost (by allowance type) must be based on the number (and distribution across countries) of personnel proposed to receive that allowance. The proposed allowance must align with existing Department of State Standardized Regulations ("DSSR") rates at the time of issuance of this solicitation or be based on prevailing market research, which must be detailed in the budget notes.

(c) Offerors must place entitlement travel (*e.g.*, "travel to/from post", "rest and recuperation", and "home leave" and education travel) in the "Travel" cost category. The Offeror must clearly identify entitlement travel and segregate the costs from programmatic travel.

(d) Offerors should not include Defense Base Act ("DBA") Insurance costs in this element.

L.7.3.5 TRAVEL, TRANSPORTATION, AND PER DIEM

(a) FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752.7032 provide for costs for transportation, lodging, meals and incidental expenses. The Offeror must identify programmatic travel separately from entitlement travel in their Excel budget.

(b) Programmatic Travel. The Offeror must specify the number of trips (international and regional/local) for each year. Offerors must propose travel costs as a unit cost per trip (or per day for Regional Travel) where the unit cost is inclusive of all appropriate travel cost elements (*i.e.*, airfare, meals, lodging, and other miscellaneous travel expenses). The Offeror must create a single separate Excel tab "Travel Detail" that breaks down total proposed travel costs as specified in **Attachment J-2, Budget Template**, to allow the CO to determine the reasonableness and realism of the proposed costs.

The Offeror's Cost Volume must include additional information and narrative regarding programmatic travel costs.

(c) Entitlement Travel. The Offeror must specify the number and purpose of entitlement trips for each year. Travel costs must reflect a unit cost based on expected origin/destination. USAID requests an estimate of travel costs by country. The Offeror's Cost Volume must include additional information and narrative regarding entitlement travel costs.

L.7.3.6 EQUIPMENT

FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory. The Offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, 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 subject to the Geographic Code 937 (Default). Equipment over \$5,000 should include details such as year, make, model, size, and any other relevant characteristics to support proposed cost.

L.7.3.7 PROGRAM ACTIVITIES COSTS

(a) This cost element includes participant based costs, such as surveys, trainings, analyses, assessments, workshops and other non-participant based direct implementation costs. This cost element must also include a line item for "Grants Under Contract," if applicable.

(b) The Offeror must break out total annual program activity costs as a separate single line item within its Excel budgets. The Offeror must create a single separate Excel tab "Program Activity (PA) Detail" that breaks down total annual program activity costs as specified in **Attachment J-2, Budget Template**, to allow the CO to determine the reasonableness and realism of the proposed costs. The total program activity detail by year must include the Offeror's and each applicable Sub-offeror's program activities and must be tied to the total program activity by year shown in the applicable Offeror's/Sub-offeror's Budget Detail tab.

(c) For participant and non-participant based program activities, the Offeror must provide a complete breakdown of the activity cost to facilitate a review by the CO. The Offeror may represent participant and non-participant based activities as lump sum unit costs in the Excel budget, but must provide a comprehensive breakdown in the budget narrative.

L.7.3.8 SUBCONTRACTS

(a) FAR § 44.101 provides for any contract order entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. For every subcontract, the Offeror must submit separate spreadsheet tabs for each such subcontract with the same detail, organization, and format set forth above for the prime contractor, EXCEPT:

(1) For fixed-price type subcontracts, a separate spreadsheet tab must be included that organizes the subcontractor's budget by either: 1) product and/or service delivered or by 2) fully burdened cost element (i.e., Labor, Allowances, Travel, Equipment, Consultants, Program Activity, lower-tier subcontracts, etc.). Regardless of whether the fixed price subcontract is organized by cost element or by product and/or service, Offerors and Sub-offerors must provide sufficient information that demonstrates the fixed price subcontract is fair and reasonable. If a fixed-price level of effort type subcontract is contemplated, the subcontractor budget must provide sufficient level of effort detail organized by labor category.

(2) For T&M type subcontracts, Sub-offerors may propose fully burdened T&M labor rates (inclusive of profit) in lieu of unburdened salary rates and associated indirect costs. Subcontractor T&M rates are not subject to CDRs. The T&M Sub-offeror should break out any subcontractor proposed Equipment, Travel, ODCs, or lower-tier subcontracts as separate items consistent with **Attachment J.2, Budget Template**.

(b) The CO intends to rely on the prime Offeror's documented evaluation of the proposed subcontractor pricing in accordance with FAR 52.244-2(e)(1) to the maximum extent practicable. **Documenting these items are a material requirement of the solicitation.** Insufficient documentation of these items may cause USAID to exclude the Offeror from further consideration for the award. The prime Offeror's analysis of subcontractor pricing must not exceed 10 pages per proposed subcontract and must be contained as an annex to the **Budget Narrative**. This page limit does not apply to subcontractor budget narrative submitted by subcontractors and included in the prime's Cost Volume.

L.7.3.9 CONSULTANTS

(a) 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.

(b) The Offeror must break down costs of consultants by person by years, months, days, or hours.

(c) The Offeror must separate costs related to Consultants from Personnel costs. The Offeror must provide a breakdown of consultant labor costs by Labor Category, and not by named person.

(d) For Short-Term Technical Assistance (Consultants), the Contractor must submit a Pay Scale as Annex K of the cost proposal, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and qualifications sought for each level.

(e) The Offeror must include the Consultant daily rate for each Consultant position, with the corresponding level of effort required for the position using the Labor Category (number of workdays) and then calculate a total cost for each cost period for which the Consultant rate would be applicable. In addition, the Offeror must adhere to the following: (i) for consultants that typically bill using a loaded rate, Contractors must propose any charges above direct salary separately; and (ii) any charges above direct salary must be indicated as a separate line item under the Consultant cost element.

(f) For U.S. Consultants, Offerors must propose using the Labor Category and Level. Offerors must follow their established policies and procedures when establishing rates and must support the proposed rates in the Budget Narrative with either historical data for similar positions, such as a previous paid consultant invoices, or current market pricing data. The Offeror must clearly detail how such data was used to derive the proposed consultant rate.

(g) For CCN and TCN Consultants, the Offeror must propose using the Labor Category and associated FSN Level. Offerors must support the rate with data, such as biodata sheets (with appropriate consultant rate history provided), historical data, such as a previously paid consultant invoice or other market pricing data, or the results of market research, to substantiate the proposed consultant rate. The Offeror must clearly show how such data was used to develop the proposed consultant rate.

L.7.3.10 OTHER DIRECT COSTS

(a) FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. The Offeror must specify the Other Direct Costs and break it down by type and units.

(b) Note that ODCs may include but are not limited to vehicle rental/lease, vehicle and equipment maintenance/fuel/repair/insurance, motorcycle fuel/maintenance/insurance, generator fuel/maintenance, professional fees – audit/legal, branding & marking, software licenses, office supplies, office rent/utilities/repairs/maintenance, security services, general communications expense, mobile/cellular communication, internet, printing/photocopying, DBA insurance, banking fees, visa/work permit, etc.

L.7.3.11 OVERHEAD AND GENERAL AND ADMINISTRATIVE

(a) FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. The Offeror and each proposed subcontractor will include a complete copy of its most current Negotiated Cost Rate Agreement (NICRA) or other documentation from its cognizant U.S. Government audit agency, if any, stating the most recent final indirect cost rates.

(b) Proposed contract indirect rates must not exceed the rates established in the Offeror's NICRA or the Offeror's indirect ceiling rates (if applicable). The Offeror may propose indirect rates that are lower than its established NICRA and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Please read further instructions below if your organization does not have a provisional or final NICRA with its cognizant Government Audit Agency, or if your organization is proposing with rates different from your approved NICRA or equivalent agreement.

(c) The Offeror may propose a single contract indirect rate covering the term of award or an indirect rate in each applicable contract year.

(d) If the Offeror is proposing with requested, but not approved, provisional rates or forward-pricing rates, it must include additional information in the budget narrative.

(e) If the Offeror or subcontractor does not have a cognizant Government Audit Agency, the Budget Volume must include additional information in the budget narrative.

L.7.3.12 FIXED FEE (IF ANY)

(a) 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. It is in the Government's best interest to link the Contractor's Deliverables and Results to the fee schedule.

(b) The Budget must include the proposed total fixed fee amount and within the total fixed fee amount, the Offeror must tie fee amounts to selected (not necessarily all) and appropriate deliverables and results contained in Section F.6. The proposed plan for the Fixed Fee allocation must be outlined in a Fixed Fee Schedule contained in Annex A of the Cost Volume. As stated in Section L.6(a)(3), any new deliverables or results must be outlined in Annex I of the Technical Volume and reflected in Annex A of the Cost Volume, if applicable.

(c) The Offeror must propose a Fixed Fee Schedule that encompasses the following:

- Favors the achievement of more complex performance deliverables
- Reflects the progressive achievement of performance deliverables over the contract period of performance.

(d) Methods and periods of verification outlined in the Fixed Fee Schedule must:

- Be objectively verifiable and include sources external to the Offeror's routine monitoring as appropriate
- Be linked to routine monitoring and reporting exercises
- Not pose undue hardship on the Government or the Offeror to monitor/implement

L.7.3.13 OPTIONAL CLIN

(a) FAR § 52.217-7 details Optional CLINs.

(b) Offerors must propose direct and indirect costs for the optional CLIN to align with the proposed technical approach for these services. Offerors must anticipate that this Optional CLIN may be exercised at any point during the five period of performance. As such, Offerors are requested to propose costs for five difference scenarios – to account for it being exercised at the beginning of each year of performance. Note that if exercised in the middle of year one, for example, the costs for year one will be extrapolated to only account for the remaining period of performance in year one, plus the remaining four years of the performance period. Enough details must be provided to allow for this extrapolation.

(c) This Optional CLIN will only be exercised one time, so if exercised in year one, services are expected to take place for the remaining period of performance of this award.

L.8 FAR 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the Offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the Offeror in the evaluation of the Offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful Offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the Offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the Offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must—

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the Offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The Offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of—

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the Offeror's proposed prices and financing terms will include whether the Offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the Offeror's proposal.

Alternate I (Mar2000). As prescribed in FAR 32.1005(b)(2), add the following paragraph (f) to the basic provision:

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

(End of Provision)

L.9 EVIDENCE OF RESPONSIBILITY

Limited to five pages, the prime Contractor 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 9.104-1. To be determined responsible, the Offeror 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 must 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));
- (f) Materials to be produced or services to be performed by the prospective Contractor and subcontractors. (See § FAR 9.104-3(a);
- (g) Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them (See FAR § 9.104-3(a)); and
- (h) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

L.10 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

(a) The Offeror and each proposed subcontractor must complete the abbreviated “Representations, Certifications, and Other Statements of Offeror,” as specified in Section K of this solicitation and sign and date on the last page in the space provided.

(b) Offerors must ensure that they are registered with CCR (<https://beta.sam.gov>) per FAR 4.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract.

L.11 CONSENT TO SUBCONTRACT

The Offeror must address each of the elements in FAR 44.202-2 in order for the CO to consider granting consent to proposed subcontractors with the initial award as a part of its submission in Annex L of the cost volume. This request may also be processed post-award. If the Contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all subcontractors and lower tier subcontractors proposed to perform work under this Contract.

L.12 LEGISLATIVE REPORTING INFORMATION

Provide the following information in your Cost Volume as an Annex, for Congressional reporting, should your organization be selected for award:

(a) The Offeror’s name and address (street, city, state, zip code).

(b) The awardee’s contact name and telephone number.

(c) The following subcontract information: (a) the total value of anticipated subcontracting included in the total estimate cost and (b) for each anticipated subcontract of \$100,000 or more to a U.S. organization : (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 services or commodities to be provided, (4) the estimated cost or price, and (5) the period of the subcontract.

L.13 SUBCONTRACTING: SMALL BUSINESS GOAL PLAN AND SUBCONTRACTING PLAN

1. The Offeror must submit its Small Business Subcontracting Goal Plan as Annex J to the Cost Volume to demonstrate its ability to ensure the maximum practicable participation of Small Business concerns in the performance of this contract. Additionally, the Offeror must provide copies of any enforceable agreements with subcontractors that are identified in the table below.

2. The Offeror must provide a Subcontracting Plan that conforms to the requirements of FAR 52.219-9. The offeror is highly encouraged to use USAID’s Subcontracting Plan template (https://www.usaid.gov/business/small_business/subcontracting-program) to ensure compliance with FAR 52.219-9.

L.14 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

(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.

(2) 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 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. Describe the circumstances (including in-country circumstances);
- b. State the amount of additional time requested to meet the requirements of the statute (No waiver will be authorized to extend beyond August 13, 2022); and
- c. 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]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.
- b. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror, whose proposal offers the best value, considering both price and non-price factors, to the Government.
- c. The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Government, although only as non-voting members.
- d. For overall evaluation purposes, technical factors are considered more important than cost/price factors.
- e. The Contractor Officer may exclude an unreasonably priced offer in relation to more competitive offers if little chance exists of this offer becoming competitive.

M.2 TECHNICAL EVALUATION CRITERIA

The following criteria are listed in descending order of importance.

- a. **Technical Approach.** The extent to which the technical approach (including Optional CLIN) is technically sound and evidence-based; offers diversified commercial transactions; promotes secure and expedient trade of agricultural goods across borders; increases agricultural sector investment; enhances business development to boost Ghana's Journey to Self-Reliance; and is likely to accomplish the objectives and purpose set forth in the SOO.
- b. **Staffing and Management Plan.** The extent to which the Offeror demonstrates that the proposed key personnel have the expertise to meet the requirements; the staffing and management plan covers the management, design, and technical skills necessary to successfully implement the proposed technical approach; and the organizational structure delineates clear lines of supervision and communication, including among proposed subcontractors.
- c. **Contractor Performance Information.**
 - (1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.6.c 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.

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

(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.

(4) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below. All subcriteria are of equal importance.

- i. Quality - Assess technical activity critical to successful contract/order performance. Identify any additional evaluation aspects that are unique to the contract/order or that cannot be captured in another sub-element.
- ii. Schedule - Assess the timeliness of the contractor 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)
- iii. Cost Control - Assess the contractor's effectiveness in forecasting, managing, and controlling contract/order cost.
- iv. Management - Assess the integration and coordination of all activity needed to execute the contract/order, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, 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.
- v. Small Business Subcontracting, for prime offerors who are not small business concerns - Assess whether the Contractor provided maximum practicable opportunity for Small Business, Small Disadvantaged Businesses, Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, and ANCs and Indian Tribes to participate in contract or order performance consistent with efficient performance of the contract or order. Assess compliance with all terms and conditions in the contract or order relating to Small Business participation.
- vi. Regulatory Compliance - Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes, using the Evaluation Ratings Definitions in FAR Part 42.1503(h)(4) Table 42-1.
- vii. Other - Specify additional evaluation areas that are unique to the contract/order, or that cannot be captured elsewhere in the evaluation.

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

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

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" contractor performance information rating, the contracting officer may consider a broad range of information related to an offeror's performance.

M.3 DETERMINATION OF COMPETITIVE RANGE

a. The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.

b. Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 COST EVALUATION

The Cost Volume will not be scored on an adjectival basis, but it will be evaluated for cost realism, completeness, and reasonableness.

a. The evaluation will be based upon the cost/price proposed in submitted budgets and the supporting narratives provided by the Offeror.

b. Cost/price analysis will be performed in accordance with FAR 15.404-1(d), as applicable, to determine whether the proposed cost/price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the Offeror's Technical Volume and budget narrative.

c. USAID will conduct a cost evaluation to determine if the proposed costs are reasonable. This evaluation is conducted with the expectation of adequate cost/price competition and will rely heavily on market forces to determine whether the proposed cost/price is fair and reasonable. The comparison of proposed cost/price in response to this solicitation is the preferred technique for this evaluation. USAID will compare the proposed cost/price to historical cost/price paid for the same or similar services and the independent government cost estimate. USAID will also review overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements). Other techniques and procedures set forth in FAR 15.404-1(b), if deemed necessary, may be used to ensure proposed cost/price is fair and reasonable.

d. USAID will not perform a cost and cost realism analysis for those proposals the Technical Evaluation Committee or the Contracting Officer found "Unsatisfactory," or technically unacceptable offers during the technical evaluation. USAID will not perform a cost and cost realism analysis if the Offeror submitted a deficient offer that was excluded from further consideration as referenced in **Section M.1(e)**.

M.5 SOURCE SELECTION

a. The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal offers 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 uses the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing Technical Volumes are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing Cost Volumes 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.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns may be determined to be the best value offer and will be selected for award.

M.7 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price of all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

[END OF SECTION M]

Attachment J-1: Statement of Objectives

Please find attached to this solicitation Attachment J-1: Statement of Objectives in an Adobe PDF format.

Attachment J-2: Budget Template

Please find attached to this solicitation Attachment J-2: Budget Template in an MS Excel format.

Attachment J-3: Disclosure of Lobbying Activities Form

Please find attached to this solicitation Attachment J-3: Disclosure of Lobbying Activities Form in an Adobe PDF format.

Attachment J-4: Contractor Performance Information Form

PART I: Contractor Information (to be completed by Prime)
1. Name of Prime Offeror (& Sub-Offeror, if applicable):
2. Name of Contracting Entity/Government Agency:
3. Contract Number (and if applicable Task Order Number):
4. Contract Type:
5. Total Estimated Contract Value (TEC):
6. Total Obligated Value:
7. Extraordinary Problems (if extraordinary problems were encountered on this contract, explain corrective action taken, per FAR 15.305(a)(2)):
8. Contacts (please include Name, Telephone Number and E-mail address):
8a. Contracting Officer:
8b. Technical Officer/Contracting Officer's Representative (COR):
9. Title of Award:
10. Scope of Work or Complexity/Diversity of Tasks:
11. Primary Location(s) of Work:
12. Is this Award listed in the Contractor Performance Assessment Reporting System (CPARS) - (please circle your response): YES NO UNKNOWN
PART II: Performance Assessment (to be completed by Agency, if record is not found in CPARS)
<p>1. Quality: Assess technical activity critical to successful contract/order performance. Identify any additional evaluation aspects that are unique to the contract/order or that cannot be captured in another sub-element. Circle Rating:</p> <p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>2. Schedule: Assess the timeliness of the contractor 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). Circle Rating:</p>

<p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>3. Cost Control: Assess the contractor's effectiveness in forecasting, managing, and controlling contract/order cost. Circle Rating:</p> <p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>4. Management: Assess the integration and coordination of all activity needed to execute the contract/order, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, 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. Circle Rating:</p> <p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>5. Small Business Subcontracting: For Prime Offerors who are not small business concerns, assess whether the Contractor provided maximum practicable opportunity for Small Business, Small Disadvantaged Businesses, Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, and ANCs and Indian Tribes to participate in contract or order performance consistent with efficient performance of the contract or order. Assess compliance with all terms and conditions in the contract or order relating to Small Business participation. Circle Rating:</p> <p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>5. Regulatory Compliance: Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes, using the Evaluation Ratings Definitions in FAR Part 42.1503(h)(4) Table 42-1. Circle Rating:</p> <p>Exceptional Very Good Satisfactory Marginal Unsatisfactory</p> <p>Comment:</p>
<p>6. Other: Specify additional evaluation areas that are unique to the contract/order, or that cannot be captured elsewhere in the evaluation. Comment:</p>
<p>7. Recommendation: Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I WOULD or WOULD NOT (please circle your response) recommend them for similar requirements in the future.</p>

Attachment J-5: Programmatic Initial Environmental Examination – Ghana Food Security Project

Please find attached to this solicitation Attachment J-5: Programmatic Initial Environmental Examination (IEE) – Ghana Food Security Project in an Adobe PDF format. This IEE was approved on March 6, 2020.

Attachment J-6: AMELP Template

Please find attached to this solicitation Attachment J-6: AMELP Template in an Adobe PDF format.