



USAID
FROM THE AMERICAN PEOPLE

Request for Proposals (RFP) No.:	SOL-169-17-000012
Issue Date:	08/01/2017
Questions Due:	08/14/2017, 5:00 PM Belgrade time
Pre Proposal Conference	08/23/2017, 11:00 AM Crystal Hotel Belgrade Internacionalnih brigada 9, Belgrade, Serbia 11000
Closing Date:	09/30/2017, 5:00 PM Belgrade time

**Subject: RFP No. SOL-169-17-000012
Government Accountability Initiative Activity (the “Activity”)**

To All Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID) through its Mission in Serbia (USAID/Serbia), is soliciting proposals from qualified organizations interested in providing the services described in the attached solicitation. USAID/Serbia anticipates awarding one cost plus fixed fee term type contract with a period of performance of four (4) years. In order to understand the magnitude of USAID’s requirement, the Government estimates 18,100 professional technical staff person days level of effort (this is an estimate only). This requirement is subject to the availability of funds. The principal geographic code for this contract is 937. The North American Industry Classification System (NAICS) code for this acquisition is 541990.

This procurement will be conducted through a full and open competition process under which any type of organization is eligible to compete. The procedures are set forth in the Federal Acquisition Regulation (FAR) Part 15.

USAID intends to award a separate activity that will work with civil society and media organizations to advocate for government transparency and monitor the work of public institutions, including implementation of anti-corruption efforts. This activity is expected to work with grassroots organizations in municipalities throughout Serbia, as well as established organizations which may serve as resource hubs for more nascent groups. In order to avoid duplication of efforts, no activity under this contract will provide direct assistance to civil society organizations.

Only electronic proposals will be accepted. Proposals must be sent to arexhepi@usaid.gov and bbulatovic@usaid.gov. Detailed requirements for Offerors’ proposals are outlined in Section L of this solicitation. Proposals must be signed by an official who is authorized to bind the organization and are to be submitted to USAID no later than the closing date and time stated above.

Any questions regarding this solicitation must be submitted in writing via email to Albert Rexhepi at arexhepi@usaid.gov and Branislav Bulatovic at bbulatovic@usaid.gov by the date and time specified above.

This solicitation, amendments to this solicitation, and announcement of contract award will be made available through the government point of entry at <https://www.fbo.gov/>. It is the Offeror’s responsibility to check this site periodically for official updates to this solicitation. Issuance of this solicitation and the submittal of a proposal do not constitute a commitment on the part of the U.S. Government nor USAID to make an award; neither does it constitute an obligation for any costs incurred in the preparation and submission of a proposal.

Thank you for your interest in working with USAID/Serbia.

Sincerely,

Carlton Bennett
Regional Contracting Officer
USAID/Kosovo

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 2 92	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-169-17-000012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/01/2017	6. REQUISITION/PURCHASE NUMBER REQ-169-17-000031
7. ISSUED BY Serbia Program 11040		CODE SERBIA	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 5:00 PM local time 09/30/2017
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Branislav Bulatovic	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bbulatovic@usaid.gov
		AREA CODE +38	NUMBER 111-3064	EXT. 736	

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Carlton Bennett		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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PART I – THE SCHEDULE

SECTION B – SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and other services as described in detail in Section C for the implementation of USAID/Serbia’s activity entitled “Government Accountability Initiative Activity”.

B.2 CONTRACT TYPE

This is a cost-plus-fixed-fee (CPFF) term-type contract. For the consideration set forth below, the Contractor must provide the level of effort described in Section F.5 to accomplish the goals and objectives set forth in Section C.

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

- a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, is \$TBD. The fixed fee for the contract period is \$TBD. The total estimated cost plus all fixed fee is \$TBD.
- b) 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 of the contract period hereunder is \$TBD. The Contractor must not exceed the aforementioned obligated amount.
- c) Funds obligated hereunder are anticipated to be sufficient through TBD. Funding for this contract will be on an incremental basis, subject to the availability of funds.

B.4 CONTRACT BUDGET AND CEILINGS

- a) The contract budget found herein is based on the Contractor’s original proposal and/or final proposal revision, which was accepted by USAID through award of this contract.
- b) The following itemized budget sets forth the estimates for individual line items of cost:

<u>Cost Category</u>	<u>Amount</u>
Total Estimated Cost	\$TBD
Fixed Fee	\$TBD
Total Estimated Cost Plus Fixed Fee	\$TBD

B.5 PAYMENT OF FIXED FEE

Subject to FAR 52.216-8, Fixed Fee, if applicable, payment of fixed fee shall be allocated based upon the proportion of the level of effort (LOE) specified in Section F.5 that was provided by the Contractor in the period covered by the invoice. Normally, the Contractor will be paid the portion of the fee specified that corresponds to the proportion of LOE delivered by the Contractor during the period covered by the invoice. In the event that the Contractor does not provide the total LOE stipulated in Section F.5, the total amount of fixed fee will be reduced in similar proportion.

B.6 COST REIMBURSABLE

The U.S. dollar costs reimbursable must be limited to those costs determined to be necessary, allocable, allowable and reasonable. Payment must be made in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 INDIRECT COSTS

The contract clause entitled “Allowable Cost and Payment (DEC 2002)”, FAR 52.216-7, specifies that the indirect cost rates must be established for each of the Contractor’s accounting periods that apply to this contract. Pending establishment of revised provisional or final indirect rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

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

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

*For each of the major subcontractor(s)**

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

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

**“Major Subcontractors” are those subcontractors whose proposed cost exceeds 10% of the total estimated contract cost.*

B.8 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

- a) The Contractor must make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.
- b) Reimbursement for indirect costs must be at the lower of the negotiated final provisional/predetermined rates or the following ceiling rates:

Description	2017	2018	2019	2020	2021
TBD	___%	___%	___%	___%	___%

*For each of the major subcontractor(s)**

Description	2017	2018	2019	2020	2021
TBD	___%	___%	___%	___%	___%

- c) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.
- d) This advance understanding must not change any monetary ceiling, cost limitation or obligation established in the contract.

B.9 MULTI-YEAR CONTRACT AND CANCELLATION CEILING

This contract is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

- a. Performance under this contract during the second and subsequent years is contingent upon the appropriation of funds. All program years except the first are subject to cancellation. Cancellation shall occur by the dates specified below if the Contracting Officer:
 1. notifies the Contractor that funds are not available for contract performance for any subsequent program year or
 2. fails to notify the Contractor that funds are available for performance of the succeeding program year.
- b. Cancellation Ceiling:

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

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

Program Year	Cancellation Date	Cancellation Ceiling
Year 1: 2017/2018	N/A	N/A
Year 2: 2018/2019	DATE TBD, 2018	\$TBD
Year 3: 2019/2020	DATE TBD, 2019	\$TBD
Year 4: 2020/2021	DATE TBD, 2020	\$TBD

[END OF SECTION B]

SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1 TITLE OF ACTIVITY

USAID Government Accountability Initiative (the “Activity”).

C.2 PURPOSE

The overall goal of the Government Accountability Initiative is to strengthen the capacities and connections of key Serbian stakeholders to increase government accountability at the national and local levels.

C.3 BACKGROUND

Corruption is recognized as one of the major issues of concern for Serbian citizens. According to the UNDP’s Corruption Benchmark Survey presented in October 2016, the greatest problems that Serbia is facing are unemployment, poverty, and lack of opportunities for young people, immediately followed by corruption.

Serbia has made some progress in the last several years in the Transparency International Corruption Perception Index, from a ranking of 86 in 2011 to a ranking of 72 in 2016. However, this score still leaves Serbia well behind other countries in the region, such as Slovenia, Croatia, Hungary, Romania, and Montenegro.

Reducing corruption will be key to Serbia meeting the criteria for EU accession. While there is significant international support to the government’s anti-corruption efforts, USAID Serbia identified the following areas that could benefit from additional assistance:

Local government transparency and inclusiveness

At a national level, the Serbian Government has made initial steps in the fight against corruption by establishing a legislative and strategic framework, and establishing oversight institutions. At the local level only a few local governments have begun developing their anti-corruption plans. The Chapter 23 Action plan envisages the development of local anti-corruption plans to identify corruption-prone areas and processes, and develop preventive and sanctioning mechanisms. By implementing local anti-corruption plans and establishing adequate mechanisms for their enforcement, local governments would enhance their adherence to good governance principles. The Anti-corruption Agency developed a model local anti-corruption plan based on an assessment of corruption risk areas in local governments. However, it is up to local governments to decide to what extent they would adopt and adapt the proposed model, and establish local anti-corruption coordination bodies to monitor implementation of identified activities. In addition, the Law on the Anti-corruption Agency mandates all state bodies, institutions, and public companies to adopt integrity plans on a bi-annual basis as a preventive anti-corruption measure.

As set forth in its Public Administration Reform Strategy, the Government of Serbia has recognized the need to depoliticize and increase citizen participation in public administration, by strengthening its transparency and integrity. Currently, there is limited public information and dialogue on the workings of the local assembly and mayor’s offices, local assembly decisions, procurements, and administrative procedures, which limits transparency as well as opportunities for greater oversight.

USAID believes that there are opportunities to increase transparency, public engagement and accountability at the local government level. The adoption of local anticorruption plans as part of the Chapter 23 Action plan provides a formal opportunity for increased accountability. Several municipalities have demonstrated an interest and willingness to increase public involvement in government decision making and oversight. And public interest in improved government services and a greater say in decision making regarding public resources can contribute to more inclusive, transparent processes.

Independent oversight institutions

Independent oversight institutions were established with the main goal of providing oversight of the operations of other government bodies and holding them accountable for their work. Despite the already significant support these oversight institutions have received, they still lack many of the tools and technical capacities to fulfill their mandates. Oversight bodies also require more established channels of communication with other government institutions (judiciary, prosecutors, Tax Administration, Pension and Disability Insurance Fund (PIO), Cadastre, etc.).

Per relevant legislation, the oversight bodies report to the National Assembly annually and provide important information to highlight successes and opportunities to improve the government's operations. However, a lack of follow up has prevented the establishment of a track record of the enforcement of the oversight bodies' findings. This undermines public perception of the oversight institutions' work and degrades citizens' faith in solving corruption in the long run. Also, this contributes to a general lack of understanding of oversight institutions' authorities.

The new law on organization and jurisdictions of state bodies in charge of the prevention of organized crime, terrorism and corruption¹ calls for establishing special anti-corruption task forces along with establishing specialized anti-corruption prosecutors and court units. It also requires nominating liaison officers among relevant government institutions such as the Anti-corruption Agency and the State Audit Institution, in addition to Tax administration, Public Procurement Office, Pension Fund, Customs Administration, the National Bank of Serbia, and others. They are to establish close cooperation for a more efficient exchange of information between these institutions and prosecutors. This represents an opportunity to: ensure that cases referred to the prosecution have the requisite information to make a legal case; and increase a follow up on corruption cases referred to courts, in particular, specialized anti-corruption court units.

In addition, the anticipated amended law on the Anticorruption Agency (ACA) is expected to provide greater authority for the ACA to fulfill its mandates, including mechanisms to ensure compliance with ACA requests for cooperation. Further, the ACA and the SAI are staffed with dedicated, professional staff that has significant experience, resources and authorities at their disposal, including strong support from international partners like the EU. USAID believes that with additional support, these institutions can make substantial progress in holding public officials and government institutions accountable.

C.4 ACTIVITY IMPLEMENTATION

1

http://www.paragraf.rs/izmene_i_dopune/241116zakon_o_organizaciji_i_nadleznosti_drzavnih_organa_u_suzbijanju_organi_zovanog_kriminala_terorizma_i_korupcije.html The new Law was adopted in November 2016, and will enter into force as of March 2018.

Good governance requires transparent government institutions with the knowledge and skills necessary to comply with accountability requirements, empowered and effective independent oversight bodies, and an engaged public that demands accountability. Our development hypothesis is that if the skills and connections of government institutions and oversight bodies are increased, then Serbia will have a stronger foundation for more responsive and accountable governance.

In order to achieve the Activity purpose, the contractor will propose priority issues and interventions in the following areas:

Local Government Accountability: The Contractor must support efforts to increase the inclusiveness of public decision making regarding public resource allocations and to encourage and incentivize local governments to operate in a more transparent and responsive manner. The Contractor must:

1. Identify municipalities where there are opportunities to improve government accountability
2. Identify specific issues (such as public procurement, inspections, local budgeting, use of public facilities, whistleblower protection) relevant to these municipalities that show the greatest potential for increasing local government transparency and integrity; and
3. Implement interventions that will contribute to increased government accountability
4. Highlight and seek opportunities to scale up successful interventions.

Final municipality selection, issues, and interventions must be included in the Activity work plan, approved by USAID. While policy reform is not the primary focus of this activity, the contractor may through working with local governments identify areas where policy changes would be beneficial. In doing so, the contractor must work with relevant ministries and stakeholders to identify and support these changes.

Oversight Institutions: The Contractor must provide assistance to oversight institutions, in particular to the Anti-corruption Agency (ACA) and the State Audit Institution (SAI) to strengthen monitoring of government performance and public officials, and exercise mandates as defined per relevant legislation. The Contractor must:

1. Work closely with the ACA and SAI, as well as government counterparts and civil society to identify areas where Activity assistance can best contribute to improved government oversight. For example, one area of support could be strengthening coordination between the independent institutions and other relevant institutions, such as the parliament, courts, prosecutor's offices, and tax authorities.
2. Develop and implement interventions that address the priority issues identified above.
3. Work closely with relevant authorities (specialized anti-corruption court units, prosecutor's offices, Parliament) to facilitate increased follow up on the recommendations and findings of oversight institutions.

At a minimum, the Contractor must contribute to the achievement of the following results:

1. Increased public participation in local government decision making and oversight
2. Increased follow-up to oversight institutions' recommendations
3. Increased number of corruption cases taken on by courts and prosecutors

All of the contractor's interventions in performance of this SOW must be approved by the Contracting Officer's Representative (COR) via the annual work plan (AWP). The AWP is a living document and can be amended on an as needed basis with the approval of the COR.

To increase public support for government accountability, USAID intends to implement a separate activity to work with local civil society and media and build their monitoring and advocacy capacities.

In proposing the interventions above, the offeror must take into account the following implementation principles:

- a. Local context: how the Offeror will align all of its programming with the needs and priorities of its Serbian partners, including municipalities and government and non-governmental counterparts. This must include a clear understanding of relevant Serbian laws and policies and EU accession strategies and action plans, as well as the stakeholders and groups with interests for and against reform in the areas of intervention selected and the current opportunities for positive change.
- b. Existing policies and institutions: how the offeror will leverage existing institutions, organizations, policies, regulations and authorities to implement activities, prior to proposing any new ones. Any policy changes identified as areas for intervention must take into account the relevant authorities of local and Republic-level government, and work with appropriate stakeholders, including ministries as necessary, to advocate for policy changes.
- c. Broad outreach: how the Offeror will seek out local stakeholders with interests in the areas of intervention selected and engage them in activity implementation.
- d. Facilitating consensus: how the Offeror will convene key Serbian government and non-government stakeholders and how the Offeror will facilitate the development of solutions to the identified issues, drawing on local expertise wherever possible and engaging regional and international expertise as appropriate;
- e. Adaptive Management: how the Offeror will integrate regular assessment of the effectiveness of interventions and adapt approaches to take account of changes in context and stakeholder interest during Activity implementation;
- f. Incentivizing change: how the Offeror will leverage and contribute to strengthening incentives for reforms and how the offeror will address opposition to reforms.
- g. Demonstrated impact: The degree to which the Offeror's approach will focus interventions on those areas/ institutions/processes that will yield the greatest impact on preventing corruption.
- h. Other Donor Coordination: Offerors must explain in detail how interventions for each objective will complement, rather than duplicate, other efforts by the Government of Serbia and other donor projects. Noting that the implementer will coordinate efforts is not sufficient to address this principle.

The Contractor is expected to maximize its flexibility to respond to the changing political environment. Technical assistance and training activities will be defined and developed in close consultation with Serbian counterparts and agreed to in annual work plans that may be updated to reflect changing needs. The Contractor is encouraged to suggest innovative ideas and propose additional and/or alternative tasks under each component if the Contractor believes these will better serve to meet USAID's objectives and expected results.

C.5 CONTINUOUS LEARNING

The Contractor must continually assess the effectiveness of its interventions, evaluate whether those interventions are succeeding, apply lessons learnt and adapt work appropriately. In addition to presenting a Monitoring, Evaluation and Learning (MEL) plan, the Contractor must implement a methodology, approved by USAID, that identifies the Contractor's approach to integrating monitoring, evaluation, and learning throughout contract implementation, how they will capture how results are being achieved and how they will integrate the results of ongoing analysis as well as feedback from partners, stakeholders and beneficiaries into Activity implementation.

USAID/Serbia recognizes that the success of the Activity will depend on the contributions of actors directly and indirectly engaged with the Activity, as well as well as institutions and processes beyond the manageable interests of the Contractor, and those changes in the local context may have implications for the achievement of results. Significant shifts within the broader country context may require the adaptation of approaches and the revisiting of indicators to address these changes.

C.6 COORDINATION WITH OTHER USAID ACTIVITIES AND STAKEHOLDERS

The Contractor must implement the contract in close coordination with USAID and other donor-supported activities in Serbia to the extent there is alignment with the contract's objectives.

In particular, the Contractor must closely coordinate the implementation of this Activity with a separate USAID activity that will focus on government accountability monitoring and advocacy, and will provide information resources and tools to CSOs working on anticorruption efforts at the local level. In addition, the Contractor must closely coordinate with USAID Serbia's civil society, media, rule of law, and business enabling projects.

Furthermore, the Contractor must closely coordinate with U.S. DOJ/OPDAT all of its activities related to prosecutors and specialized anti-corruption court units.

The Contractor must coordinate closely with the EU and its implementing partners to ensure complementarity of approaches and partnerships. Similarly, the Contractor must establish and maintain collaboration with the Swiss Development Cooperation, GiZ, the Swedish International Development Agency (SIDA), the OSCE, and other international organizations that are currently involved in good governance programming. The Contractor must ensure that the Activity takes into consideration these initiatives and maintains complementarity with these donors' approaches.

[END OF SECTION C]

SECTION D – BRANDING AND MARKING

D.1 MARKING AND BRANDING STRATEGY

The Contractor shall submit a final branding implementation plan and marking plan no later than 30 days after award. The plan must be in accordance with ADS 320.3.2. The plan must be submitted to the Contracting Officer’s Representative (COR) for approval.

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” at <https://www.usaid.gov/sites/default/files/documents/1868/320.pdf>; and USAID “Graphic Standards Manual” available at <https://www.usaid.gov/branding> or any successor branding policy.

Anticipated elements of marking plan: Deliverables to be marked, include products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. Publications authored by Contractors or other non-USAID employees must include the following disclaimer on the title page: “The author’s views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.” Threats and restrictions to the security of the program need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

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

D.2 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

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

NUMBER	TITLE	DATE
52.204-14	FAR (48 CFR Chapter 1) SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
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 shall take place at principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. Unless otherwise stated, the designated COR has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See <http://acquisition.gov/far/index.html> and http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2 PERIOD OF PERFORMANCE

The period of performance is four (4) years from date of contract award.

F.3 PLACE OF PERFORMANCE

The place of performance is Serbia.

F.4 PERFORMANCE STANDARDS

USAID will evaluate the Contractor's performance in accordance with FAR 42.15, corresponding USAID procedures, and the Contractor's adherence to the annual work plan, reporting against its Monitoring, Evaluation and Learning (MEL) Plan, and quality reports described in Section F.6 below. USAID will evaluate the Contractor's performance during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (CPARS).

Evaluation of the Contractor's overall performance will be conducted on an annual basis jointly by the COR and the CO, and will form the basis of the Contractor's permanent performance record with regard to this contract. The following general performance standards will form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR):

1. Quality of Product and Service;
2. Schedule;
3. Cost Control;
4. Management;
5. Regulatory Compliance.

F.5 PROFESSIONAL TECHNICAL LEVEL OF EFFORT

a) In order to understand the magnitude of USAID's requirement, the Government estimates 18,100 professional technical staff person days level of effort. The Contractor must provide the level of effort of professional technical employee, consultant, and subcontractor labor for the contract period of performance specified in Section F.2 above. This labor can be US, third country or local staff and can be long or short-term labor. It must not include administrative positions such as the Program Officer, Human Resources Manager, Administrative Assistant, Administrative Manager, Program Assistant or any other position that has the primary function of providing administrative support to the contract.

The Chief of Party and Deputy Chief of Party are included as professional technical labor. (For the list of duties, responsibilities and required qualifications for the Key Personnel please see Section F.7.)

b) The number of person-days for any labor category may be used in any other labor category, subject to the written approval or direction of the COR. Once the level of effort has been fully expended, the contract is complete.

c) The level of effort by labor category is set forth as a table in Attachment 4 (note that this table is based on the Contractor’s original proposal and/or final proposal revision, which was accepted by USAID through award of this contract).

F.6 REPORTS AND DELIVERABLES

In addition to other required reports and deliverables in this contract, the Contractor must deliver the following for the approval of the COR. Unless otherwise specified, the Contractor will allow at least 10 business days for review and comments from the COR on any draft report submission.

All reports and plans are subject to written approval by the COR, except for the Property Disposition Plan which is subject to the Contracting Officer’s approval.

The following table summarizes the deliverables and reports under this award. Other reports/deliverables may be required during the course of the award. These reports/deliverables will be within the scope of the contract, and the due dates for these will be agreed to between the Contractor and the COR as needed.

No.	Report/Deliverable	Reference	Due Date
1	Branding Implementation Plan and Marking Plan	D.1	Within 30 days of effective date of contract
2	Annual Work Plan (AWP)	F.6(a)	Draft 1 st Year AWP: Within 45 days of effective date of contract
			Final 1 st Year AWP: Within 15 days of receipt of COR comments
			Draft Subsequent AWP: 30 days before anniversary of contract award date
			Final Subsequent AWP: Within 15 days of receipt of COR comments
3	Monitoring, Evaluation and Learning (MEL) Plan	F.6(b)	Draft: Within 45 days of effective date of contract
			Final: Within 15 days of receipt of COR comments
4	Quarterly Progress Reports	F.6(c)	Within 15 days after end of each fiscal quarter
5	Quarterly Financial Reports	F.6(d)	Submitted with Quarterly Progress Reports
6	Monthly LOE Report	F.6(e)	Within 5 working days after the end of the preceding month
7	Demobilization Plan	F.6(f)	90 days before contract completion date
8	Final Report	F.6(g)	30 days before contract completion date

In accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit reports, deliverables or outputs to USAID as further described below. All reports and other deliverables must be in the English language.

Note: USAID's fiscal year starts on October 1 and ends on September 30. Four fiscal quarterly periods begin on October 1, January 1, April 1 and July 1.

F.6(a) ANNUAL WORK PLAN (AWP)

1. Initial Annual Work Plan

Within 45 calendar days after the start date of the Contract, the Contractor shall present an Initial Work Plan to the USAID COR for review and approval (electronic copy). The COR must provide written comments on the draft Plan and when the Plan is finalized, the COR will provide written approval.

The Initial Work Plan should include a list of tasks to be completed during the year, grouped under the objective that they seek to support. For each task, the Contractor should 1) explain in brief its connection to the objective; 2) define the necessary steps to complete the tasks; 3) assign responsibilities for completing those steps; 4) provide any quantitative or qualitative targets; and 5) a timeline for the implementation of the task.

The COR will review the Plan and provide comments and recommendations for changes no later than 30 days after receipt of the draft. No later than 15 calendar days after receipt of COR's comments the Contractor will incorporate COR's comments and recommendations into the final version of the Initial Work Plan and submit it for COR's written approval. All substantial changes to the Initial Work Plan require prior written approval of the COR.

2. Subsequent Annual Work Plans

Subsequent Annual Work Plans are due no later than 30 calendar days before the beginning of succeeding contract years. The Contractor shall submit the Annual Work Plan to the USAID COR for review and written approval in electronic format. The Contractor will incorporate any required revisions into a Final Work Plan no later than 15 calendar days after receipt of COR's comments.

The Annual Work Plan must define in detail how the Contractor intends to organize its work to implement the tasks outlined in the SOW and achieve expected results within each of the tasks. The Annual Work Plan must be consistent with the Monitoring, Evaluation and Learning (MEL) Plan. If necessary and given USAID consent, the Contractor may revise the Annual Work Plan. USAID reserves the right to review and re-approve Annual Work Plans quarterly or on an as-needed basis.

In all Annual Work Plans, the Contractor must:

- (a) Provide a brief narrative to define each task assignment, propose a completion date and state who will accomplish the task;
- (b) Identify milestones as well as deliverables under each task and propose deadlines for their completion;
- (c) Identify any assumptions used in preparing the Annual Work Plan, suggest possible modifications to the approach, if needed, and describe anticipated problems or potential barriers with regard to achieving the activity objectives; and
- (d) Propose a milestone-based schedule for the activity evaluation and review.

F.6(b) MONITORING, EVALUATION AND LEARNING (MEL) PLAN (MELP)

The MELP must specify indicators, targets, and methodologies that allow the Contractor and USAID/Serbia to monitor the progress of project activities towards achieving expected results and targets related to project objectives and accountability. Measuring specific outputs, outcomes and impacts will facilitate a better understanding of which approaches are working under which conditions, and which activities need to be refined or strengthened within each of the respective components of the project. The draft MELP must be submitted no later than [45 days] after contract award.

The COR will review the plan and provide comments and recommendations for changes no later than 15 days after receipt of the draft. The Contractor shall incorporate COR comments and recommendations into the final version of the MEL Plan and submit it for COR written approval within 15 days. After the plan is finalized, the COR will provide written approval. All substantial changes in the MEL Plan require prior written approval of the COR.

The Activity MEL Plan submitted to USAID should include only those indicators that the USAID Mission needs for activity management, rather than the entire set of all indicators an activity implementer uses for its management purposes. Activity budget must include costs of data collection, analysis, and reporting as a separate line item to ensure that adequate resources are available.

In developing the MEL Plan, the Contractor must report on relevant indicators defined under USAID/Serbia's CDCS Results Framework to the extent Contract interventions address these indicators. The Contractor must familiarize themselves with this results framework and incorporate key indicators from it into the proposed MEL Plan to the extent Contract interventions and results address the above mentioned frameworks.

The Contractor is encouraged to propose additional, specific metrics that uniquely capture the effectiveness and impact of the Activity. Specifically, the Contractor is encouraged to consider including indicators that can capture broader systemic changes that could result from Activity interventions. These indicators could include the institutionalization of reforms, processes or social changes related to Activity priority areas, changes in public opinion around priority areas, or changes in investments or resource allocation patterns related to changes supported by the Activity.

The MEL Plan should include a comprehensive strategy for monitoring and reporting progress made towards activity purpose and results. The MEL Plan should contain the following required elements:

- activity purpose and results as well as brief description of the linkages between the activity outputs and its expected results;
- performance indicators and their descriptions;
- unit of data measurement;
- disaggregation by sex (as appropriate and feasible);
- data sources;
- description of data collection methods;
- baseline information (year and value) or a timeline for collecting it;
- annual targets;
- schedule for data collection;
- names of individuals responsible for data collection;
- availability of data at USAID; and
- detailed plans for data analysis, review and reporting.

Performance indicators should comply with the following criteria: direct, objective, practical, adequate, and useful in managing for results. MEL Plan data should be based on U.S. Government

fiscal year (October 1 - September 30).

According to USAID regulations, performance indicator data reported externally, including annual Performance Reports sent to USAID/Washington, must have a data quality assessment (DQA). The purpose of the DQA is to ensure that managers are aware of the strengths and weaknesses of the data and the extent to which the data can be trusted to influence management decisions. DQA must be conducted within six months prior to reporting data to USAID for new indicators, and every three years thereafter. Conducting DQA on a rolling basis will reduce the burden of handling indicators all at once.

To be useful in managing for results and credible for reporting, the implementing partner should ensure that the performance data meet the following five data quality standards: validity, reliability, timeliness, precision and integrity. If performance data do not fully meet all five standards, the known data limitations should be documented. The Activity COR can combine a random check of partner data during a regularly scheduled site visit and include data quality items into site visit reports. This minimizes the costs associated with the DQA. When conducting a DQA, the COR will examine the data in light of the five quality standards noted above, reviewing the systems and approaches for collecting data and whether they are likely to produce data of an acceptable quality over time.

An activity implementer, as part of the award, can conduct the DQA, provided that USAID staff review and verify DQAs. This may entail site visits to physically inspect records maintained by the activity implementing partner. The activity implementer will document DQA findings, including decisions concerning data quality problems and steps identified to address them. The activity implementer will share DQA findings and action plan to address data quality issues with the COR. The COR will follow up with the activity implementer to check progress on implementation of the action plan within the timeline outlined in the action plan against each action.

The MEL Plan is subject to final approval by USAID and is separate from the regular financial and other reports required by the standard contract provisions.

USAID reserves the right to propose to the Contractor to integrate into the MEL Plan a number of indicators to help USAID measure the immediate program results.

USAID may elect to organize and carry out an independent performance evaluation of this program. The Contractor shall fully cooperate with USAID and the evaluation team to ensure that the evaluation accurately reflects program results, outcomes, and/or impacts.

NOTE: The MEL Plan must be developed strictly in accordance with the criteria stipulated in [ADS 201](#).

F.6(c) QUARTERLY PROGRESS REPORTS

Quarterly Reports must discuss progress within the reporting period as well as cumulative progress in the context of the agreed upon accomplishments and indicators. They must discuss existing and potential problems in Activity implementation and variance from the AWP and MEL Plan.

At a minimum, Quarterly Reports must include the following information:

- (a) A summary of cumulative progress and accomplishments achieved from the award date until the end of the reporting period.
- (b) Level of Effort: Level of effort reporting for the reporting period and cumulatively.
- (c) Deliverables: List of reports and other deliverables completed in the reporting period.

- (d) Description of progress and accomplishments during the reporting period: Detailed assessment and analysis of progress made on each of the tasks, milestones and performance indicators.
- (e) Schedules: When appropriate, a discussion of any significant potential or actual slippage in schedule and the steps being taken to avoid or make recovery.
- (f) Problems: Problem areas, current or foreseen, together with recommendations for resolving these problems and attendant schedules for their resolution. Problems requiring USAID intervention should be highlighted.
- (g) Plans: List of major activities and key milestones planned for next quarter.

The three reporting documents (the MEL Plan, the AWP and the Quarterly Report) must be consistent, interrelated, and must complement each other. The Annual Work Plan, based upon the Statement of Work, must define how the Contractor will organize its work to achieve the objectives and expected results outlined in the Statement of Work. The MEL Plan must provide measurable reference points and set up measurable indicators that track progress towards the objectives and expected results and define whether this progress is satisfactory. The Quarterly Report must account for Activity's performance against agreed upon accomplishments (AWP) and indicators (MEL Plan).

F.6(d) QUARTERLY FINANCIAL REPORTS

These reports must be submitted to the COR in conjunction with the Quarterly Progress Reports. These reports must have a financial summary page that lists the amounts expended for the quarter by major cost item, showing cumulative expenditures to date, and a variance analysis. The variance analysis will use the detailed cost proposal submitted for the contract award, or any revision made for subsequent contract budget revision (authorized by the CO), as the baseline budget plan, and, as requested, will be able to explain significant actual expenditure variance in relation to the detailed baseline. The Contractor will also include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COR to accurately track the expenditure rate.

F.6(e) MONTHLY LOE REPORT

The Contractor must submit the LOE Report to the COR on a monthly basis. The report must include: (1) the overall total number of LOE days under the contract; (2) the total number of LOE days utilized to date; and (3) the total number of LOE days remaining. Total LOE days provided must be broken down by prime contractor and any subcontractor(s). The report must also discuss the LOE utilization anticipated for the upcoming month. The Monthly LOE Report is due within five (5) working days after the end of the preceding month.

F.6(f) DEMOBILIZATION PLAN

The Contractor will submit a demobilization plan to the COR for approval. It will include an illustrative property disposition plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan to the CO. USAID will approve or disapprove the proposed plan in writing, at least 60 days before completion of the contract. However, regardless of any prior approval of all or portions of the proposed disposition plan for assets, USAID reserves the right to direct or redirect such disposition plan.

F.6(g) FINAL REPORT

The Contractor must submit a detailed final report 30 days before the contract completion date, for approval of the COR. The report must at least address the following:

- (1) Financial report showing the amounts expended by major cost categories.
- (2) Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
- (3) Clearly show how the contract objectives, deliverables and MEL Plan have been accomplished or not, and why.
- (4) Discussion of problems encountered and where objectives were not achieved.
- (5) Lessons learned.
- (6) Suggestions concerning desirable future and follow-on projects, if any.
- (7) Index of all reports and information products produced under this contract.

F.7 KEY PERSONNEL AND STAFFING PLAN

The skillset for the Activity implementation team must include – across the team – at a minimum the following skills:

- Demonstrated experience in managing and implementing projects focused on government accountability;
- Experience with adaptive management approaches;
- Demonstrated understanding of the current context of the EU accession process as well as institutional reforms that will need to be prioritized to maintain progress toward EU accession.

The following positions have been designated as key personnel, and are essential to the work being performed under this contract: Chief of Party and Deputy Chief of Party. Prior to replacing any of these individuals, the Contractor must notify both the Contracting Officer and the Contracting Officer's Representative (COR) reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Activity. No replacement can be made by the Contractor without the prior written approval of the Contracting Officer. Replacements must have equivalent qualifications as the personnel being replaced.

1) **The Chief of Party (COP)** will be the key point of contact for this activity with USAID regarding day-to-day implementation and management matters relating to the contract. S/he will also have the overall responsibility for assuring that all assistance provided under the contract is technically sound and appropriate, and for adequately managing and supervising all work performed under the contract. As a result, s/he must have significant experience in managing donor supported development projects of similar size and complexity. This professional experience must include significant experience in implementing complex good governance and development projects. Additionally, the COP must possess strong facilitation, communication, collaboration and leadership skills and a proven track record of interacting and working effectively with government and non-government actors on issues relevant to this activity. Given the complexity and scope of this activity, it is critical that the COP exhibit effective personnel and resource management, coordination, and decision-making skills along with an ability to troubleshoot.

2) **The Deputy Chief of Party (DCOP)** will provide technical leadership in the activity and fulfill the responsibilities of the Chief of Party in his/her absence. The DCOP must be familiar with the key government and no-government stakeholders, and understand the dynamics and relationships among them as well as the political economy issues affecting these areas. S/he must have significant experience in managing and implementing donor supported development projects of similar size and complexity. The DCOP must have the ability to communicate effectively on the technical aspects of

implementation with a wide variety of stakeholders. S/he must have a proven track record in working effectively with other projects, high-level host country host government counterparts, and other international partners. The proposed DCOP must also possess experience with administrative support and management within projects of similar complexity, to demonstrate the ability to oversee and supervise administrative support of the activity. The DCOP must be a locally hired employee and must possess the technical, managerial and communication skills to assume all related responsibilities of the COP position on a full-time basis if needed.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S AUTHORITY

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

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

Carlton Bennett, Contracting Officer
 Regional Contracting Office (RCO)
 USAID/Kosovo
 Ismail Qemali (Arberia), House No, 1
 10000 Pristina, Kosovo

G.2 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)

Line Item	Description	Amount Vouchered to Date	Amount Vouchered This Period
0001	Product/Service Desc. For Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. For Line Item 0002	\$XXXX.XX	\$XXXX.XX
TOTAL		\$XXXX.XX	\$XXXX.XX

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

“The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and

all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.”

BY: _____

TITLE: _____

DATE: _____

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

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

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

G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer’s Representative is: [to be filled in at the time of contract award.]

G.4 PAYING OFFICE

The completed SF-1034 “Voucher for Services for Other Than Personal” and relevant invoices and other documentation may be submitted electronically (email is the preferred method) to the address below. The subject line of the email shall read Award No. and name of the Contractor. The SF-1034 must be signed, and it must be submitted along with the relevant invoices and any other relevant documentation as an electronic PDF file. Otherwise, the request for payment must be mailed through local postal or courier services. If submitting invoices electronically, do not send a paper copy.

Send all requests for payment to the following email address: belgrade-invoices@usaid.gov.

USAID
Financial and Administrative Management Office
92 Bulevar Kneza Aleksandra Karadjordjevica
11040 Belgrade, Serbia

G.5 ACCOUNTING AND APPROPRIATION DATA

[To be filled in at the time of award:]

Accounting Template	BBFY	EBFY	Fund	OP Unit	Prog Area	Dist	Progr Elem	BGA	EOCC	Amt	Doc #
						Total Obligated Amount				\$	

G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor that fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

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

(c) In the absence of the designated COR, the CO may designate someone to serve as COR in his/her place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The

Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is solely authorized to approve changes in any of the requirements under this contract. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

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

G.7 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is:

[To be filled in at the time of contract award. Include Name, Title, Phone Number and Email Address.]

G.8 CONTRACTOR'S PAYMENT ADDRESS

[To be filled in at time of Award]

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of a clause may be accessed electronically at these addresses:

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

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

USAID ACQUISITION REGULATION - AIDAR (48 CFR Chapter 7)

AIDAR NUMBER	TITLE	DATE
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver 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.3 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

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

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

belgrade-invoices@usaid.gov

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

(f) For further information see <http://www.state.gov/s/d/rm>.

H.4 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

(a) Definitions:

"Third-party web sites"

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

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

(1) Working through the COR, the Contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.

(2) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(7) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>.

H.5 ADS 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014)

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

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not.

The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

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

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

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

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

H.6 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.7 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.8 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations

The contract must comply with AIDAR 752-7007 for personnel compensation. USAID will conduct periodic post-award reviews, giving the Contracting Officer the right to disallow costs for salaries that do not conform to the requirement of AIDAR 752-7007.

(c) 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.

(d) 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.

(e) Annual Salary Increases

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

(e) Consultants

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

(f) Work Week

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

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

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

H.9 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

A. Vacation Leave.

1) The Contractor may grant to its employees working under this Contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this Contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a)(3) of this clause.

3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

B. Sick Leave.

Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 work days per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 days.

The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this Contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this Contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this Contract.

C. Home Leave.

- 1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.
- 2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c)(4) of this clause, under this Contract and has not taken more than 30 work days leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 work days for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the Contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.
- 3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this Contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:
 - a) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this Contract;
 - b) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this Contract;
 - c) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this Contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
 - d) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
 - e) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this Contract.
 - f) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
 - g) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

D. Holidays.

Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

E. Military Leave.

Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

F. Leave Records.

The Contractor's leave records must be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this Contract.

H.10 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

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

(b) Exceptions.

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

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

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

H.11 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of 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.12 AUTHORIZED GEOGRAPHIC CODE

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

H.13 EXECUTIVE ORDERS ON TERRORISM FINANCING

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

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the 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. This clause must be included in all subcontracts/sub-awards issued under this contract.

H.14 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract will be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it will be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the Contract.

H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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" found at <http://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO/CTO.

H.16 LOGISTICAL SUPPORT

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

H.17 LANGUAGE REQUIREMENTS

The Contractor's long and short-term personnel and consultants must have proficiency in English and local languages as required for performance of technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required under the contract. All deliverables must be produced in English.

H.18 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the contracting officer, 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 must therefore present to the contracting officer or the contracting officer's representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

H.19 FRAUD REPORTING

The Contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the Contractor acquires in its normal course of business. This clause must not be construed to require the Contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in the legal and banking industries), or Contractor determines such reporting would conflict with applicable laws, Contractor must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

H.20 ENVIRONMENTAL COMPLIANCE

The Contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination (IEE) recommendations and Serbian environmental laws and regulations.

- 1) 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) ADS 201 and ADS 204, which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.

1b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

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.")

2) An Initial Environmental Examination has been approved for the program funded by this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that activities proposed and implemented under this activity will have no significant adverse effect on the environment and that a Categorical Exclusion is applicable. This indicates that for those activities falling under the determination of a Categorical Exclusion, if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor will be responsible for implementing all IEE conditions pertaining to the activities to be funded under this contract.

3) 3a) As part of its initial Implementation Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative (COR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this award to determine if they are within the scope of the approved Regulation 216 environmental documentation.

3b) 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.

3c) 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.21 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation/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 U.S. 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 U.S. 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 U.S. Government records and must ensure that all work performed by its subcontractors must be under the supervision of the contractor or the contractor's responsible employees.

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

H.22 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

H.23 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/c2etoolkit>.”

H.24 DBA INSURANCE

Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act), USAID’s DBA insurance carrier is: Allied World Assurance Company (AWAC) under USAID contract number AID-OAA-C-16-00015.

A. RATES

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

Notes:

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

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser

premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

- 6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

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

B. OBTAINING DBA COVERAGE

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

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

C. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

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

D. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhw/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.25 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.26 CLOUD COMPUTING (MAY 2016)

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

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

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

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

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

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

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

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

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

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non- PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual.

PII examples include name, address, SSN, or other identifying number or code, telephone number,

and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

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

(b) Computing

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

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

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

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

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

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

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

(d) Records Management and Access to Information

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

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

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

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

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

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

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

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

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

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

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

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

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

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

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

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

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

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

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a

dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

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

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

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

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.

(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.

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

H.27 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.28 CONSENT TO SUBCONTRACT

In accordance with FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

<u>Contractor Name</u>	<u>Services to be performed</u>
TBD	TBD

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed herein. In order for the Contractor to receive consent to subcontract, it will address each of the elements in FAR 44.202-2 for each subcontractor that was not identified above.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these 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	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES – ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.219-9	SMALL BUSINESS SUB-CONTRACTING PLAN	JAN 2017
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	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	JUL 2013
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) ALTERNATE I	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) ALT I	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2017
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (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.

AIDAR (48 CFR Chapter 7)

752.202-1	DEFINITIONS	JAN 1990
752.202-1(B)	USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	JAN 1990
752.202-1(D)	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (ALTERNATE 72)	JUN 2009
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.222-71	NONDISCRIMINATION	JUN 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
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	AUG 2013
752.245-70	GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS	JUL 1997
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996

752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF US DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.2029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES	OCT 2016

I.3 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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

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

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

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

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

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

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

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

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

(2) *The Contractor shall—*

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

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

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

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

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

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

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

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

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

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

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

(2) An internal control system.

- (i) The Contractor's internal control system shall—
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.
 - (ii) At a minimum, the Contractor's internal control system shall provide for the following:
 - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
 - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
 - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
 - (1) Monitoring and auditing to detect criminal conduct;
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
 - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
 - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
 - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).
 - (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
 - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
 - (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

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

I.4 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause—

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

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

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

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

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

I.5 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.

I.6 FAR 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)

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

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

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

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

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

(d) The cancellation charge will cover only—

(1) Costs—

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

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

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

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

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

(1) Of notification of the nonavailability of funds; or

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

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see [Subpart 15.4](#) of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

- (2) Any cost already paid to the Contractor;
- (3) Anticipated profit or unearned fee on the canceled work; or
- (4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.7 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 60 days of the completion date of this contract.

I.8 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

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

“Coercion” means—

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

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

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

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

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Charge employees recruitment fees;

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

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

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

that—

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

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

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

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

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

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

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

(1) Notify its employees and agents of—

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

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

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

(d) *Notification.*

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

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

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

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

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

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

(7) Suspension or debarment.

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

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

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

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

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

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

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

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

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

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

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

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

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

(h) *Compliance plan.*

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Posting.*

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

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

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

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

(ii) After having conducted due diligence, either—

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

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

(i) *Subcontracts.*

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

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

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

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

I.9 FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.10 FAR 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

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

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

I.11 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

belgrade-invoices@usaid.gov

USAID
Financial and Administrative Management Office
92 Bulevar Kneza Aleksandra Karadjordjevic
11040 Belgrade, Serbia

I.12 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in

writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

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

I.13 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall 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 (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

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

I.14 AIDAR 752.7025 APPROVALS (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

I.15 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)

a) Definitions

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

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

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

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

I.16 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 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.

I.17 AIDAR 752.7037 CHILD SAFEGUARDING STANDARDS (AUG 2016)

(a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;

(3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

(4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.

(c) The following definitions apply for purposes of this clause:

(1) Child. A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(5) Neglect. Constitutes failure to provide for a child's basic needs within USAID funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(7) Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(d) The contractor must insert this clause in all subcontracts under this award.

[END OF SECTION I]

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

SECTION J – LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>
ATTACHMENT 1	SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES
ATTACHMENT 2	PAST PERFORMANCE INFORMATION SHEET
ATTACHMENT 3	BUDGET TEMPLATE_CPFF
ATTACHMENT 4	LEVEL OF EFFORT (LOE) TABLE

USEFUL LINKS:

1. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
2. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): <https://www.usaid.gov/who-we-are/agency-policy>
3. USAID Forms: <http://www.usaid.gov/forms/>

[END OF SECTION J]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

In accordance with FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation, the following solicitation provisions are hereby incorporated by reference. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at this/these address (es): <http://acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.222-38	COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) [52.222-57](#), Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 solicitation 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 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 via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in 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 \$3,500 for which the liability remains unsatisfied.

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

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has or 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.

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 database via <https://www.acquisition.gov> (see 52.204-7).

K.5 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

K.6 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

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

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

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

K.7 FAR 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.

K.8 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

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

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

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

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes No

K.9 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.10 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)

(a) Definition.

“Internal confidentiality agreement or statement,” “subcontract”, and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.11 INSURANCE—IMMUNITY FROM TORT LIABILITY

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

K.12 AUTHORIZED NEGOTIATORS

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

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

K.13 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(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	OCT 2016
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACTOR EFFORT	OCT 2009
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

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

The Government contemplates award of a cost-plus-fixed-fee (CPFF) term type contract resulting from this solicitation.

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:

Mr. Carlton M. Bennett
Regional Contracting Office (RCO)
USAID/Kosovo
Ismail Qemali (Arberia), House no.1
10000 Pristina, Kosovo
cabennett@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) RFP Instructions: Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. If an offer does not understand the instructions in this solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline.
- c) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- d) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Offeror's institution.
- e) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:
 - (1) Completion of Standard Form 33, Blocks 12 through 18;
 - (2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - (3) Submission of the information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- f) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

L.5 PROPOSAL SUBMISSION

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

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

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

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

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

Questions: All questions and requests for clarification must be received in writing by the date and time and by the contacts indicated on the cover page of the RFP. The written requests for clarifications/questions must contain a subject line, sample: “ABXY, Inc. SOL-169-17-000012 “The Activity””.

Any information given to an Offeror concerning the RFP will also be furnished to all other Offerors as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other Offerors.

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

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

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Technical proposals are limited to 30 pages (Any pages beyond this limit will NOT be given to the evaluators and will not be evaluated). Technical proposals shall be written in English on A4-size, 216mm by 297mm paper and typed using 11-point font size (can be 10-point font in charts and graphs) with each page numbered consecutively, and submitted in Microsoft Word or in adobe format. Proposals must be legible. Pages that contain a table, chart, graph, etc. that are not otherwise excluded below are subject to the page limitation. Double-sided pages count as 2 pages.

Required order:

- Cover Page (limited to one page and does not count against page limit).
- Executive Summary (limited to two pages and does not count against page limit).
- Table of Contents (does not count against page limit).
- Technical Proposal.
- Summary Table of Professional Technical Level of Effort (LOE) (limited to one page and does not count against page limit). (No cost information can be included in this table.)
- CVs for Key Personnel required in Section F.7 (not to exceed two pages for each CV and do not count against page limit). Please include three Reference Contacts for Key Personnel (one-page limit) and a Letter of Commitment (one-page limit). (Both do not count against page limit.)

Summary Table of Professional Technical Level of Effort (LOE)

Provide total prime contractor and subcontractor level of effort person-days (including COP and DCOP), broken down by the categories in the table in Attachment 3. State and explain the total number of possible workdays per year. This mandatory summary table must accurately reflect the full information provided in detail elsewhere in the technical and cost proposals.

The technical proposal must be organized according to the evaluation factors in Section M.2 (i.e. the proposal must have three main sections) and must address all evaluation factors in Section M.2.

L.6a: INSTRUCTIONS FOR THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

1. Implementation Approach

In this section, the Offeror must propose a detailed technical approach to achieve the results listed in Section C.4. above. This must include:

- a. How offerors will select partner municipalities, including the process and criteria for selection.
- b. Priority issues related to local government accountability and illustrative interventions to address these issues.
- c. Key challenges to oversight institutions and illustrative interventions to address these challenges.
- d. A detailed justification of priorities and challenges identified above, including why they have selected specific issues and interventions, and how these interventions will demonstrate visible progress in reducing corruption. Offerors may place greater relative importance on the first or second activity area, but should explain this choice.
- e. Illustrative indicators for how offerors will measure incremental progress towards the two Activity results identified in Section C.4

When proposing interventions, the offeror must follow the implementation principles as set forth in Section C.

2. Staffing & Management Plan

The staffing plan must describe a clear rationale for the processes, structure, approach, and staff proposed to accomplish the requirements of Section C. This section may contain short biographies of the key personnel. Please include the CVs of proposed key personnel at the end of the technical proposal. Please note that the CVs are not counted in the page limit, but are limited to 2 pages for each key personnel.

USAID intends to award a separate activity that will work with civil society and media organizations to advocate for government transparency and monitor the work of public institutions, including implementation of anti-corruption efforts. This activity is expected to work with grassroots organizations in municipalities throughout Serbia, as well as established organizations which may serve as resource hubs for more nascent groups. In order to avoid duplication of efforts, no activity under this contract will provide direct assistance to civil society organizations.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

There is no limit on the number of pages in the cost proposal, except as otherwise stated below. The Cost/Business Proposal must contain the following components in the order set forth below:

(a) Part 1 – Standard Form (SF) 33

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

(b) Part 2 – Proposed Costs

(1) General

(i) The Offeror must provide a complete budget, including the budgets for each subcontractor, by cost element utilizing the provided budget template in Attachment 3. All formulas must be displayed and the budget must **not be locked**. The Offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the Offeror's technical approach.

(ii) The Offeror must provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions should be clearly stated. The information in the narrative should be in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontracts. The cost information shall include the basis of each and every cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The amount of fixed fee proposed should include the rationale for the proposed amount.

(2) Indirect Cost Information

The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA.

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

(i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

- Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation

method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

- The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

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

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

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

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

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal

agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

(c) Part 3 – Evidence of Responsibility

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

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

(d) Part 4 – Past Performance

(a) 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 10% of the offeror's total proposed cost) in accordance with the following:

1. For contracts **not listed in CPARS**, list in the Past Performance Information Sheet (Attachment 3) contracts with a period of performance falling within the last 5 years for efforts similar to the work required by this RFP. The most relevant indicators of performance are contracts of similar size, scope, and complexity.
2. For all contracts listed above, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance in the sheet to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

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.

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

(1) This section (d) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.3 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).

(3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how 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 the recent contracts for which you submitted subcontract reports to r (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.

(e) Part 5 – Letters of Commitment (Subcontractors)

The Cost Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement. USAID discourages the use of exclusive agreements as this limits USAID's and Serbia's ability to receive the best services.

(f) Part 6 – Branding and Marking Plan

Offerors who are determined to be in the competitive range, or the apparent successful Offeror should no competitive range be established, shall submit a branding and marking plan which complies with Section D.1.

Offerors do not need to submit a branding and marking plan with their initial proposals.

(g) Part 7 – Portions of Section K Not Available Online

Offerors must submit those portions of Section K not available online in this section.

(h) Part 8 – Employee Biographical Data Sheets for Key Personnel

Offerors must provide Biographical Data Sheets for all key personnel. Offerors must also include letters of commitment signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve the project. USAID discourages the use of exclusive agreements as this limits USAID's and Serbia's ability to receive the best services.

(i) Part 9 – Disclosure of Lobbying Activities

Offerors must provide Disclosure of Lobbying Activities. The form is available as Attachment 2.

[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 cost and non-cost factors, to the Government.
- c) The submitted technical information will be scored by a technical evaluation committee using the technical evaluation criteria shown below. The evaluation committee may include industry experts who are not employees of the Government, although only as non-voting members.
- d) Cost has not been assigned a numerical weight. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M.2 TECHNICAL EVALUATION CRITERIA

Technical Proposals will be evaluated according to the following criteria, which reflect the requirements of the Government Accountability Initiative Activity. These criteria are listed in descending order of importance).

1. Implementation Approach

The extent to which the proposal demonstrates an understanding of the Statement of Work and the degree to which the implementation approach is technically sound, feasible, informed by the implementation principles, and is informed by, and adaptive to, the local context.

2. Staffing & Management Plan

The quality of the management and staffing plan, and the extent to which the plan properly delineates the processes, structure, approaches and staff necessary to accomplish the requirements of Section C. This includes the quality and appropriateness of the proposed key personnel and the extent to which they meet the qualifications outlined in Section F.

M.3 EVALUATION OF PAST PERFORMANCE

Past performance will be evaluated in accordance with FAR 15.305(a)(2).

- (a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.
- (b) Adverse past performance information to which the offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
- (c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement.

(d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

- Quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting.
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the Offeror's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- For prime Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

(e) An Offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The Offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against an element.

(f) Past performance will be scored by assigning one of the following confidence ratings:

- Substantial Confidence – Based on the Offeror's recent/relevant past performance record, the Government has a high expectation that the Offeror will successfully perform the contract requirements.
- Satisfactory Confidence – Based on the Offeror's recent/relevant past performance record, the Government has a reasonable expectation that the Offeror will successfully perform the contract requirements.
- Limited Confidence – Based on the Offeror's recent/relevant past performance record, the Government has a low expectation that the Offeror will successfully perform the contract requirements.
- No Confidence – Based on the Offeror's recent/relevant past performance record, the Government has no expectation that the Offeror will successfully perform the contract requirements.

A "Neutral" score will be given to Offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive. An Offeror's performance will not be evaluated favorably or unfavorably (Neutral rating) when:

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

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.

M.4 COST PROPOSAL EVALUATION

Each cost proposal will be evaluated, but will not be assigned a rating. The Government will evaluate cost proposals in accordance with FAR 15.404. Evaluation of the cost proposal will include a cost analysis to establish reasonableness of the Offeror's price (including the competitiveness of the fee proposed); and a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of the work, and the Offeror's ability to perform the contract.

A cost analysis will not be performed on Offerors whose technical proposal is not deemed technically acceptable.

M.5 DETERMINATION OF COMPETITIVE RANGE

The competitive range of Offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c). Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.6 SOURCE SELECTION

In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors as set forth in this solicitation. This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The Contracting Officer shall award the contract to the Offeror whose proposal represents the best value to the U.S. Government. 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, and therefore represents the best value to the Government.

[END OF SECTION M]

[END OF SOL-169-17-0000012]