

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 96
2. CONTRACT (Proc. Inst. Ident.) NO. AID-OAA-I-17-00009			3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-GH-16-000220	
5. ISSUED BY M/OAA/GH/ID 20523-1000		CODE M/OAA/GH/ID	6. ADMINISTERED BY (If other than Item 5) Not Applicable		CODE N/A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) R T I INTERNATIONAL 3040 E CORNWALLIS RD RESEARCH TRIANGLE PARK NC 27709-0155			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
			9. DISCOUNT FOR PROMPT PAYMENT	
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
			ITEM	

11. SHIP TO/MARK FOR RRB USAID 1300 Pennsylvania Ave, NW Washington, DC 20523-7101		CODE WASHINGTON RRB	12. PAYMENT WILL BE MADE BY OFFICE OF FINANCIAL MANAGEMENT M/CFO/CMP-SA-44 Room 485-C 1300 Pennsylvania Ave NW Washington DC 20523-7101		CODE M/CFO
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13. 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. 3304 (a) ()			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$923,114,537.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	59-95
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	13-17	X	J	LIST OF ATTACHMENTS	96
X	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	20-35		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) Linda Wooten, Senior Contracting Officer		20A. NAME OF CONTRACTING OFFICER Dwight Stephens	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 09/26/2017	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 9/27/17
BY <u>Linda Wooten</u> (Signature of person authorized to sign)		BY <u>[Signature]</u> (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AID-OAA-I-17-00009

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NAME OF OFFEROR OR CONTRACTOR

R T I INTERNATIONAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	BBFY: 2016 EBFY: 2017 Fund: GH-C OP: GH/ID Prog Area: A11 Dist Code: 936-6300 Prog Elem: A049 BGA: 997 SOC: 4100301 Vector Control IDIQ				

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PART I - THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the Scope of Work (SOW) specified in Section C for Prevention of Mosquito-Borne Diseases through Vector Control. USAID task order Contracting Officers (TO COs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. The Government will issue task orders that are either Cost-Plus-Fixed-Fee (CPFF) (term or completion) or any Fixed-Priced type. The Contractor must perform the services set forth in task orders at prices consistent with Section B of this contract.

B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Indefinite Quantity Contract (IDIQ) with an overall ceiling price of \$923,114,547 for five (5) years. The maximum aggregate dollar value of task orders awarded to all contractors must not exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

B.5 FIXED FEE CEILING (Cost-Plus- Fixed-Fee Task Orders Only)

NOTE: The ceiling on fixed fee does not apply to fixed-priced task orders.

(a) For each cost-reimbursement task order issued under this IDIQ, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order exceed 5% of the task order's estimated cost, excluding fee. This fee ceiling is not applicable to Grants under Contracts (GUCs), if any, or other costs that have a separate fee ceiling established in the contract. The fixed fee ceiling applies to the prime contract and all cost reimbursement subcontracts.

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

(c) Fixed Fee Payment. For any task order issued under this Contract, at the time of each payment of allowable costs to the contractor, the USAID paying office ordinarily pays the contractor a percentage of fixed fees that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the contractor has completed, then the TOCO may suspend further payment of any fixed fee until the contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this Contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.6 LABOR

(a) Central management costs will be handled through the following method:

Contractors will be authorized to bill USAID directly for IDIQ management costs as specified in a task order issued to the Contractor.

(b) The work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is set forth in Section J.

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 2007) (See Section H.).

(c) Unburdened Ceiling Daily Rates (CDR)

(1) The task order rates must not exceed the ceiling daily rates set forth in the table below.

Each CDR for personnel listed below is "unburdened" and must only include salary costs or consulting rates of the individual providing the services.

The CDR for employees must not include the following:

- Payroll costs (fringe benefits, FICA, allowances, differentials, etc.);
- Indirect Costs applicable to labor; and
- Profit or fee, if any.

The CDRs set forth below are fixed for the contract period and is for a productive eight (8) hour day, and apply to all subcontractors set forth in Section F.6. If a new subcontractor is proposed for a specific task order on other than a fixed-price basis, the CDRs set forth below will apply, and the subcontract is subject to consent by the TOCO in accordance with FAR Part 44.

Actual salaries for all personnel will be negotiated under task orders and final approval is provided by the TOCO. The ceiling rates presented below do not constitute approval of final salary rates above the Contractor Salary Threshold (CST) (see ADS 302).

<i>LOCAL</i>					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*Additional years may require approvals in accordance with ADS 300.

[**Note 1:** The Unburdened Ceiling Daily Rates apply to any task order(s) that are awarded under this contract.]

[**Note 2:** The Unburdened Ceiling Daily Rates apply to all labor (the prime contractor, subcontractor, TCNs, CCN’s, and consultant salaries). CCN and TCN labor are also governed by the local compensation plan limitations as further provided in note 3 below.]

[**Note 3:** Locally Hired National Personnel or Other Non-U.S. Expatriate Rates
All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170. Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and consideration of the individual's education, work experience and recent relevant salary history.
Unless otherwise authorized by USAID, the compensation for CCN and TCN labor must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and must be paid in the currency of the cooperating country.]

[**Note 4:** The Unburdened Ceiling Daily Rates above do not apply to fixed-priced task orders.]

(3) Definition of labor categories:

IDIQ Director (Senior)

The IDIQ Director will bear primary responsibility for the overall technical and managerial requirements of contract performance. The IDIQ Director will respond to task order requests, provide central management and oversight of task orders under this award, ensure quality and control methods are applied, and report to USAID personnel in accordance with USAID reporting requirements in Section F.

The IDIQ Director will be required to keep abreast of USAID's policies including but not limited to the 300 series of the USAID Automated Directives System and USAID Evaluation Policy. As new USG and Agency strategies and policies are issued and the ADS is updated, the IDIQ Director will be expected to coordinate with USAID to ensure that they have access to current information regarding changes.

Task Order Project Director (Senior)

The task order Project Director will serve as the focal point for the task order(s), providing vision, direction, leadership, and management for the project. The task order Project Director will serve as the Contractor representative for all issues, concerns, or problems. The task order Project Director will contribute to the planning and implementation of work plans and will identify/develop, as relevant, new approaches and techniques to achieve successful performance. The task order Project Director will be required to keep abreast of USAID's policies including but not limited to the 300 series of the USAID Automated Directives System and USAID Evaluation Policy.

Technical Director (Senior)

The Technical Director will provide technical support and oversight of the project, ensuring that project activities are of high quality and adhere to PMI technical guidance and global best practices. The Technical Director will be required to keep abreast of, and in some cases help contribute to/refine, PMI technical guidance, relevant WHO guidance, and relevant technical literature. The Technical Director will contribute to the planning and implementation of work plans and will identify/develop, as relevant, new approaches and techniques to achieve successful performance. The Technical Director will provide guidance and training, when needed, to country-based Chiefs of Parties and/or subject matter experts.

Operations Director (Senior)

The Operations Director will provide oversight for overall operations of the project, which may include but is not limited to procurement, logistics, human resources, subcontracting, compliance (excluding environmental compliance), and overall supervision of operations. The Operations Director will provide guidance and training, when needed, to country-based personnel responsible for country-level operations. The Operations Director will be required to keep abreast of USAID's policies including but not limited to the 300 series of the USAID Automated Directives System and relevant sections of the FAR.

Financial Manager (Senior)

The Financial Manager will oversee the financial management of the project, ensuring that activities are carried out in compliance with USAID regulations. The Financial Manager will review invoicing and ensure compliance with contract rates, ceilings, and obligated amounts. The Financial Manager will oversee the preparation of funding analyses and financial reports in accordance with USAID reporting requirements in Section F. The Financial Manager will be required to keep abreast of USAID's policies including but not limited to the 300 series of the USAID Automated Directives System and relevant sections of the FAR.

Financial Analyst (Mid-Level)

The Financial Analyst will support the implementation and maintenance of the project's accounting system to ensure completeness, validity, and timeliness of financial reporting in compliance with agency regulation. The Financial Analyst will support the preparation of funding analyses and financial reports.

Subject Matter Experts (Senior)

A variety of Subject Matter Experts are expected under this IDIQ, including but not limited to experts in environmental compliance; procurement and logistics; entomology; monitoring and evaluation; communications and reporting; social and behavior change communication; information technology; and epidemiology. Subject Matter Experts will provide relevant technical guidance and oversight to their area of assignment(s), ensuring that both core-funded and country-funded activities are technically sound and adhere to PMI technical guidance and WHO guidance, when/as relevant. Subject Matter Experts will provide guidance on assessing, monitoring, evaluating, and reporting on their subject matter area and will oversee the preparation of documents such as analytical reports related to the area of assignment(s). Subject Matter Experts may be requested to provide training/capacity building and/or to provide technical assistance to country-level personnel. Subject Matter Experts will be required to keep abreast of, and in some cases contribute to/refine, relevant PMI technical guidance, WHO guidance, and technical literature.

Subject Matter Experts/Specialists (Mid-Level)

A variety of Subject Matter Experts are expected under this IDIQ, including but not limited to experts in environmental compliance; procurement and logistics; entomology; monitoring and evaluation; communications and reporting; social and behavior change communications; information technology; and epidemiology. Subject Matter Experts will ensure adherence to relevant technical guidance to their area(s) of assignment. Subject Matter Experts may be requested to provide training/capacity building and/or to provide technical assistance to country-level personnel. Subject Matter Experts will support the assessing, monitoring, evaluating, and reporting on their subject matter area and will support the preparation of documents such as analytical reports related to the area of assignment(s). Subject Matter Experts will be required to keep abreast of relevant PMI technical guidance, WHO guidance, and technical literature.

Administrative Support Specialists (Mid-Level)

The Administrative Support Specialist will support the administration of the project, including but not limited to administration of subcontracts and human resources actions. The Administrative Support Specialist will support, as needed, project compliance tracking, document preparation, travel plans, and maintenance of project files.

Finance Assistants (Junior)

Finance Assistants will support the Financial Manager and Financial Analyst in preparing financial reports, maintaining financial records, analyzing expenditures and other financial data,

and other administrative support functions related to the overall financial management of the project.

Administrative Support Assistants (Junior)

Administrative Support Assistants will provide overall administrative support to the project, such as assistance with scheduling, logistics, preparation of project documents, maintenance of project files, coordination of the development and submission of project deliverables, organization of project events, and related project support functions as needed.

(d) Minimum Qualifications

In order to perform the statement of work set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. These minimum qualifications for mid-level and senior personnel correspond to the Unburdened Ceiling Daily Rates above.

<i>Education + Experience Requirements</i>		<i>Experience Requirements (Substitution of Relevant Work Experience in Lieu of a Degree) ***</i>	
Level	Academic Degree*	AND Years of Relevant Work Experience**	Years of Relevant Work Experience
Junior	MS/MA/MB	+0	5
	BS/BA	+0	
	Less than BS/BA	+2	
Mid	Ph.D.	4	18
	JD/ABD	5	
	MS/MA/MB	6	
	BS/BA	8	
	Less than BS/BA	10	
Senior	Ph.D.	8	25
	JD/ABD	10	
	MS/MA/MB	10	
	BS/BA	15	
	Less than BS/BA	20	

Language fluency, relevant regional experience, and international development experience requirements will be specified in individual task orders.

*Highest degree obtained should be related to work being performed.

** Experience should be related to the work being performed.

***Experience Requirements (Substitution of Relevant Work Experience in Lieu of a Degree) are required for the levels indicated. This experience is a substitute for the combined academic degree and years of relevant work experience requirement listed on the left side of the table.

(e) Subcontractor Rates.

The following provides guidance for various subcontracting arrangements:

(i) The Prime Implementing Partner's contracts with an approved subcontractor from the original IDIQ competition.

The unburdened CDR's for the prime contract apply to the subcontractor.

(ii) The Prime Implementing Partner's contracts with a new subcontractor not yet approved.

The unburdened CDR's for the prime contract apply to the new subcontractor.

(iii) Prime Implementing Partner's contracts with a new subcontractor not yet approved and may or may not have a different cost accounting system that only processes fully burdened rates. Further, subcontractor proposes rates that are "above" the prime IDIQ rates.

The Prime may then include in its TO proposal, (i) the fully burdened rate proposed to the Prime by the Subcontractor, (ii) allocation of the Prime's indirect costs in accordance with established accounting practices, and (iii) a reasonable profit. If the rates proposed to USAID, inclusive of the Prime's allocable indirect costs and a reasonable profit are above the Prime's unburdened CDRs, the Prime must disclose the amount of the indirect costs, and the amount of the proposed profit that were added to the Subcontractor's proposed rates. A reasonable profit will be negotiated by the TOCO for the specific TO. The CDRs of the subcontractor must not exceed the prime's CDRs in the IDIQ contract.

B.7 LABOR (UNBURDENED CDR) RATE CHANGES

The labor rates are fixed for all contract years; however, the Contractor may submit a proposal reducing the labor rates and/or indirect rates at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interests of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the contract.

B.8 INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS

[Ceilings are not applicable to Small Business Offerors or local organizations serving as the prime or a subcontractor. Indirect rates are only applicable to cost reimbursement task orders.]

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

[REDACTED]												
[REDACTED]												
[REDACTED]												
[REDACTED]												
[REDACTED]												

*Special Note: The un-shaded columns in the indirect cost table are the current approved indirect cost rates for the prime and major subcontractor(s).

The Contractor will make no change in its established method of classifying or allocating indirect costs that impacts this contract without the prior written approval of the Contracting Officer.

Reimbursement for indirect costs must be at final negotiated rates, but not in excess of ceiling rates specified above.

The Government must not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the contract. This advance understanding must not change any monetary ceiling, cost limitation, or obligation established in the contract.

NOTE: For Fixed-priced task orders, the overhead ceilings serve as a basis for negotiation only.

Note: Contractors are allowed to recoup indirect costs (OH, G&A, etc.) as other direct costs if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31 and the contractor's NICRA.

[END OF SECTION B]

SECTION C – STATEMENT OF WORK

C.1 PURPOSE

The purpose of this IDIQ is to enhance USAID’s ability to plan, implement, provide technical assistance for, and monitor and evaluate critical vector control activities for the prevention of mosquito-borne diseases (including malaria, among others) in countries where USAID supports vector control efforts worldwide (including PMI focus countries).

C.2 BACKGROUND

The global health vision of USAID is a world where people lead healthy, productive lives and where mothers and children thrive. USAID’s major health priorities over the past five years have been saving mothers and children, fostering an AIDS-free generation, combating infectious diseases such as malaria, tuberculosis, and neglected tropical diseases, increasing the availability and use of voluntary family planning, and strengthening health systems. The activities envisioned under this IDIQ fully align with the U.S. Government’s vision of ending preventable child and maternal deaths, as children under five years of age and pregnant women are at highest risk for malaria and other mosquito-borne diseases. The activities also support USAID’s vision of protecting communities from infectious diseases.

Activities implemented under this IDIQ will build on two previous IQCs – the Indoor Residual Spraying (IRS) IQC I (2006-2011), and the IRS IQC 2 (2009-2017). Both IRS IQCs supported the implementation of and technical support for IRS, one of the original interventions under the President’s Malaria Initiative. The PMI is an interagency initiative led by USAID and implemented together with the Centers for Disease Control and Prevention (CDC). The financial and technical contributions of PMI over the past decade – of which IRS and insecticide-treated mosquito nets (ITNs) continue to be core interventions – have been a major catalyst in the remarkable progress that has been achieved to date. For additional information on PMI, including its strategy for 2015 – 2020, visit www.pmi.gov.

The scope of this IDIQ is broadened from the two previous IQCs in two key areas. First, the scope is broadened to include vector control interventions beyond indoor residual spraying. This change is needed given insecticide resistance now, more so than ever, requires an integrated approach to programming that utilizes existing data to inform the strategic deployment of interventions.

Second, the scope has been broadened to include vector control for mosquito-borne diseases beyond malaria, such as the Zika virus. The World Health Organization (WHO) has declared the Zika virus and associated health threats an international public health emergency. The virus, spread primarily by mosquitoes, is linked to serious birth defects in babies of mothers who were infected while pregnant. The range of adverse fetal outcomes can be avoided through prevention of bites from Zika-infected mosquitoes. This can be achieved through a variety of activities including larviciding, environmental management, use of personal repellents, and social behavior change communication. Additional research is being done into various methods of applying adulticides and other novel technologies that will be incorporated into programming when proven effective. USAID has been coordinating with USG agencies and working with international stakeholders to support Zika response efforts.

C.3 OBJECTIVES

Objectives: The four main objectives of this IDIQ are as follows:

- (1) Objective 1:** Direct implementation of, and/or technical assistance for implementation of proven, life-saving vector control interventions for mosquito-borne diseases, utilizing an integrated approach¹ to vector control.
- (2) Objective 2:** Provide support for data-driven decision-making and guidance to inform strategic deployment of vector control interventions for mosquito-borne diseases.
- (3) Objective 3:** Strengthen the capacity of host countries to design, implement, and monitor proven, life-saving vector control interventions for mosquito-borne diseases.
- (4) Objective 4:** Where preliminary evidence of efficacy and feasibility exists, pilot the scale up of novel vector control interventions, methods, or approaches that are under WHO review, or modifications to existing, proven vector control interventions for mosquito-borne diseases in real-world programmatic settings.

C.4 STATEMENT OF WORK

(a) General

Contractors under this IDIQ must provide implementation services and technical support for vector control activities to USAID Missions and Country Offices, the USAID/Washington Global Health Bureau, and other USAID Bureaus and operating units.

Task orders issued under this IDIQ will define the precise specifications and activity requirements. Activity requirements may include assistance with the procurement, distribution and storage of vector control commodities, logistical support, training and technical assistance, monitoring, evaluation, and other activities required for effective vector control program implementation.

(b) IDIQ Contractors' Roles

The IDIQ contractors must have the capacity to work in collaboration with Ministries of Health (MOHs), National Malaria Control Programs (NMCPs), Vector Control Units, host country governments, and other stakeholders to design, implement, and technically assist in any or all elements of vector control activities, depending on specific task order requirements.

(c) Description of Functional Activities and Tasks

The expected means for achieving the anticipated results under this *Prevention of Mosquito-Borne Diseases through Vector Control* IDIQ will be through individually awarded task orders. When a task order is placed under this IDIQ, the selected IDIQ contractor must perform the

¹ "Integrated approach" refers to the utilization of data to inform the strategic deployment of interventions within the context of other vector control interventions and activities to ensure complementarity.

required functions and tasks within the framework of this IDIQ, or as otherwise specified by the task order. Contractor performance will be evaluated against the performance indicators established in each task order and specified in annual work plans.

The four objectives to be addressed and specific activities to be performed under this IDIQ will be defined in individual task orders, but may include:

(1) Objective 1: Direct implementation of, and/or technical assistance for implementation of proven, life-saving vector control interventions for mosquito-borne diseases, utilizing an integrated approach to vector control.

Illustrative tasks may include, but are not limited to:

- *Supporting implementation of all operational aspects related to vector control program implementation.* This may include:
 - Implementing, in collaboration with host country governments and other local partners, effective vector control activities that use an integrated approach to programming. This may include providing operational management support, selection of cost-effective, appropriate insecticides, larvicides and other vector control products, and training and hiring of personnel to implement activities, with a focus on gender integration and inclusion.
- *Technical assistance and planning support for deployment of vector control activities.* This may include:
 - Providing technical leadership and assistance through expert consultancies, short and long term technical assistance, and training to host governments and/or non-governmental partners on designing, refining, and implementing, effective vector control programs. Such technical assistance must, to every extent possible, maximize the use of the growing cadre of entomologists and vector control experts that have been trained over the past ten years
- *Establishing a cost-effective global procurement mechanism for and executing all logistical aspects related to procurement, distribution and storage of vector control commodities.* This may include:
 - Procuring vector control commodities, such as insecticides, larvicides, personal repellents, entomological monitoring supplies, spray pumps, and protective equipment. Developing supply chain mechanisms that promote timely receipt, safe transport and storage, and cost-effectiveness and are in compliance with host country national policies, WHO guidelines and the best locally available technical information.
- *Ensuring the safe and judicious use of insecticides and other vector control products, including conducting environmental assessments, ensuring adherence to best practices, safe and appropriate waste disposal and monitoring of activities.* This may include:

- Ensuring activities comply with all USG environmental regulations, conducting routine environmental compliance monitoring, preparing environmental assessments or amending existing environmental documentation, and collaborating with host country partners in the monitoring of vector control operations.
- *Directly implementing or supporting local partners and/or existing community-based platforms in implementing social and behavior change communication (SBCC) and mobilization activities for vector control programs at multiple levels as appropriate.* This may include:
 - Implementing or supporting SBCC approaches, including community mobilization, mass media, dissemination of informational materials, and/or other tools as appropriate to ensure that community members are actively engaged in and aware of vector control activities.
 - Liaising with other SBCC partners in country to ensure appropriate messaging for interventions based on implementation type (i.e. interventions implemented alone, or integrated messaging for a combination of activities being implemented together).

(2) Objective 2: Provide support for data-driven decision-making and guidance to inform strategic deployment of vector control interventions for mosquito-borne diseases. This may include:

- Collecting and analyzing and/or providing support for the collection and analysis of entomological monitoring data (such as insecticide susceptibility and vector behavior data) and epidemiological data at all levels (including at the community level) to measure the impact and to help advise PMI, USAID, and host country programs on how best to target and deploy vector control interventions. Activities may involve the use of mobile platforms or mHealth tools, as appropriate.
- Disseminating M&E data and other appropriate data or lessons learned to other partners or international institutions for global reporting (e.g., disseminating entomological data to the African Network for Vector Resistance and coverage data to the WHO).
- Assisting PMI, USAID and technical and normative organizations (e.g., WHO, Roll Back Malaria Partnership working groups, etc.) with the development of guidelines, policy input, and documentation of best practices on vector control programming and insecticide resistance management, and ensuring that country-level experience is used to guide normative discussions.

(3) Objective 3: Strengthen the capacity of host countries to design, implement, and monitor proven, life-saving vector control interventions for mosquito-borne diseases. This may include:

- Assessing the capacity of host governments and local institutions to implement vector control interventions, and targeted support to build capacity as needed.

- Increasing technical skills and capability among host country staff (at the national, provincial, district, and community level) and other relevant institutions through short- and long-term technical assistance. Providing training and supportive supervision for vector control planning, implementation, and evaluation, in accordance with WHO guidelines.
- Providing technical assistance and training to local institutions, host-country government personnel, and other partners to support the collection, analysis and use of data for decision-making.

(4) Objective 4: Where preliminary evidence of efficacy and feasibility exists, pilot the scale up of novel vector control interventions, methods, or approaches that are under WHO review, or modifications to existing, proven vector control interventions for mosquito-borne diseases in real-world programmatic settings. This may include:

- Conducting operational research or monitoring and evaluation for the scale up of promising new tools or new methods/approaches to existing tools.

C.5 RESULTS

The contractor must plan, implement and document a monitoring and evaluation component which will establish the effectiveness of the activity and document the results achieved.

Although core indicators will be specified in individual task orders, *illustrative* indicators include the following:

- Number of people trained in entomological monitoring
- Number of people trained in implementation of vector control tools
- Number of vector control commodities distributed to prioritized populations/communities (disaggregated by intervention)
- Number of people reached via social and behavior change communication messages on prioritized and appropriate vector control-related behaviors
- Assessment of local vector susceptibility to insecticides or larvicides, on at least an annual basis
- Number of countries with a vector control strategy, including a plan for monitoring and managing insecticide resistance
- Number of people protected from mosquito-borne diseases through implementation of vector control activities

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 752.7009 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.

D.2 BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING PLAN

The cover page of all report deliverables required in Section F. must include the USAID Identity (or the name of the Agency written out) prominently displayed, the Contract number (see the cover page of this Contract), contractor name, name of the USAID project office, the publication or issuance date of the document, document title, author name(s), project number, and project title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-2	Inspection of Supplies - Fixed-Price.	AUG 1996
52.246-3	Inspection of Supplies - Cost-Reimbursement.	MAY 2001
52.246-4	Inspection of Services - Fixed-Price.	AUG 1996
52.246-5	Inspection of Services - Cost-Reimbursement.	APR 1984
52.246-16	Responsibility for Supplies.	APR 1984

E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place at USAID Washington or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer Representative (COR) identified in Section G has been delegated authority to inspect and accept all services, reports, and deliverables required by the basic IDIQ.

TOCORs may be designated for a specific task order. In accordance with the clauses of this contract entitled "Inspection of Services – Cost Reimbursement, (FAR 52.246-5)" and "Inspection of Services – Fixed-price, (FAR 52.246-4)", inspection of results or other deliverables required by each task order issued hereunder must be made by the cognizant TOCOR for that task order. Acceptance of goods/services and reports or other deliverables by the cognizant TOCOR for that task order must form the basis for payments to the contractor, and will form the basis of the contractor's permanent performance record with regard to this contract.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order.	AUG 1989
52.242-15	Stop-Work Order. Alternate I	APR 1984
52.242-17	Government Delay of Work.	APR 1984

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

USAID ACQUISITION REGULATION (48 CFR Chapter 7)

NUMBER	TITLE	DATE
752.7005	Submission requirements for development experience documents.	SEP 2013

F.2 PERFORMANCE PERIOD

- a. The period of performance for the contract, including all task orders, is from September 30, 2017 to September 29, 2022.
- b. The ordering period is from September 30, 2017 to September 29, 2022.
- c. Task order performance may continue up to 2 years after the ordering period of September 29, 2022, but must be completed by September 29, 2024.

The ordering period of the award is limited to five years. Task orders may be issued during the ordering period specified in paragraph b with a maximum period of performance of no more than 5 years not to exceed the contract end date set forth in paragraph a. above. For example, task orders issued during Years 1 and 2 may have a five-year period of performance, whereas task orders issued during Years 3, 4, and 5 will have less than a five-year period of performance.

F.3 PLACE OF PERFORMANCE

Performance of this contract and task orders issued hereunder may be worldwide.

F.4 PERFORMANCE STANDARDS

Evaluation of the contractor's performance must be conducted for each task order in accordance with the performance standards set forth in the task order, if any, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the task order, and the Contractor's compliance with all other terms and conditions of the IDIQ and task order. Each evaluation will be conducted jointly by the TOCOR and the TOCO, and must form the basis of the contractor's permanent performance record with regard to this Contract and task orders as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor's performance will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

- (i) Technical (quality of product or service).
- (ii) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
- (iii) Schedule/timeliness.
- (iv) Management or business relations.
- (v) Small business subcontracting (as applicable).
- (vi) Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

Evaluations will be tailored to the task order type, size, content, and complexity of the requirement.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections C, I and J, and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit required deliverables or outputs as specified in individual task orders to the COR specified in Section G with a copy to the Contracting Officer.

(1) Language of Reports and Other Deliverables

All reports and other deliverables must be in the English language, unless otherwise specified by the USAID/W COR or in a task order.

(c) Meetings

The Contractor will be responsible for attending, at a minimum, semi-annual meetings with the COR, and possibly more frequently if deemed by the IDIQ COR. USAID will develop a meeting schedule with the contractor during the start-up phase of the project.

F.5.1 IDIQ Reports (Task order awards will contain separate reporting requirements).

The below reports are to be submitted to the IDIQ COR by the due dates specified below.

DELIVERABLES	DUE DATE
Subcontract Reporting: ESRS (Large Business Only)	Within thirty (30) calendar days after the close of each calendar period as follows: (1) April 30th, for the period October 1st, through March 31st; and (2) October 31st, for the period April 1st, through September 30th. Each semi-annual SSR reflects cumulative task order subcontracting accomplishments from the inception of the contract through the relevant SSR reporting period.
Contract Financial Report	Within 30 calendar days of the three-month periods ending on March 31, June 30, September 30, and December 31.

(1) Subcontract Reporting (Large Businesses Only)

The Contractor's subcontracting plan dated April, 18, 2017 is hereby incorporated as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

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

The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>. The email to use is: pbradley@usaid.gov (Administering CO) and kgeorge@usaid.gov (COR)

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

The Contractor must submit the Subcontracting Report electronically via the eSRS within the deadlines specified in the above table. No separate SSR submission at the task order level is required via eSRS and therefore, subcontracting plans are NOT required for the task order.

One (1) SSR is required at the contract level for all subcontract awards accomplished, (which is a roll-up of all task order awards with task order award numbers) and submitted to the IDIQ Contracting Officer via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan as stated in Section H, Subcontracting, of the contract, the Contractor must state in the report (either remarks field or separate letter) what good faith effort

has been made to meet the goals; and/or future plan on how to improve small business opportunities for future task orders.

The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

(2) Contract Financial Report

The contractor must provide to the IDIQ COR a concise quarterly report by the due date specified in the above table. The report must include the following:

a. Summary of New Task Orders. To include the following:

- i. Task order number
- ii. Title
- iii. Statement of Work / Activity Description
- iv. Mission/Bureau contracting the task order
- v. Period of performance
- vi. Contracting Officer
- vii. COR
- viii. Ceiling Price
- ix. Initial Obligated Amount
- x. Small and Disadvantaged Business participation.

b. Modifications to Existing Task Orders. To include a short description of any of the following changes to existing task orders:

- xi. Incremental funding
- xii. Time extension
- xiii. Change of CO and/or COR
- xiv. Completion of work
- xv. Changes to statement of work
- xvi. Change in budget

F.5.2 Distribution to the IDIQ COR and Briefing

(1) Distribution of task orders to basic contract IDIQ COR. The task order contractor must provide a copy of each new task order issued under this IDIQ to the USAID/W COR within one week of receipt by the contractor.

(2) Briefings. Prior to completion of each task order or departure from post, if overseas (whichever is earlier), the contractor must provide a written brief to the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the Contracting Officer's Technical Representative (COR) for this contract, the contractor will provide a written brief to the USAID/W COR upon return from each assignment and attach copies of all documents or products generated under individual task orders.

- (3) See section D. for branding and marking of report deliverables.
- (4) Electronic formats must be submitted with the following descriptive information:
 - a. Operating system and application format, compatible with USAID
 - b. The format for any graphic and/or image files included, e.g., TIFF-compatible; and
 - c. Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.

F.6 ORDERING PROCEDURES

F.6.1 GENERAL/FAIR OPPORTUNITY

(a) General

- (1) To obtain services or other deliverables that are within the scope of this contract, the task order Contracting Officers (TOCO) may issue orders using any of the pricing types specified in the contract.
- (2) The IDIQ holders to be considered will be listed by modification to the IDIQ awards. The TOCO must issue the RFTOP to the following prime offerors under this IDIQ:

List IDIQ Primes/Approved Subs Awarded Below:

- TBD
- (3) Contractor(s) must respond to the RFTOP within the number of calendar days stated in the RFTOP.
 - (4) No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.
 - (5) The Contractor must not commence work until a signed task order is issued and the contractor is authorized by the TOCO.

All USAID Mission/Bureau Contracting Officers (includes Mission Directors and Executive Officers) may issue task orders within their delegated authorities to provide desired services within the scope of Section C and the terms and conditions of this IDIQ. The IDIQ Contracting Officer's Representative (COR) must review the prospective task order requirement or statement of work (SOW).

(TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order (also referred to as "order") exceeding \$3,500 issued under this contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All Contractors (or all Contractors designated under a specific sector) must be contacted and provided the opportunity to be considered before award of all task orders. Although Contractors are not required to submit a proposal for

every task order request, all Contractors interested in providing services under the task order must submit a proposal, inclusive of price.

(6) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the contract labor categories for the task order. These additional labor categories, rates, and descriptions will be negotiated on a case-by-case basis and may only be approved by the IDIQ Contracting Officer.

(b) Fair Opportunity Exceptions

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), Contracting Officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3).

(6) Small Business Reserves and Small Business Set-Asides.
Pursuant to ADS 302.3.5.3, Small Business exception in P.L. 107-115, Section 534(f), entitled "Small Business," provides USAID with an additional exception to the fair opportunity process in FAR 16.505. Under this exception USAID may directly place task orders with any category of small or small disadvantaged business that received one of the IQCs awarded from the solicitation from which this contract was awarded.

(c) Request for Task Order Proposal (RFTOP)

(1) Task orders may be issued by USAID/W Contracting Officers and field Contracting Officers within the IDIQ statement of work described in Section C.

(2) Each task order will carry a specific task order number which will be cited on each invoice placed against this Contract.

(3) In no event must the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the IDIQ Contract. All task order statements of work and performance periods must be within the statement of work and effective period of this Contract.

(4) The FAR and AIDAR clauses/provisions included in the contract are applicable to task orders as issued based on their individual statements of work. Clauses and provisions remain applicable throughout the terms of the Contract and orders. Additionally, there may be clauses/provisions that apply only at the task order level.

(5) All Statements of Work and estimated budgets from prospective task orders must be cleared by the IDIQ COR prior to release of the solicitation.

(6) Past performance information specific to the task order requirement may be requested.

Unless one of the Fair Opportunity Exceptions in section F.6.1(b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a request for a task order proposal to determine the most highly qualified IDIQ holder. All task order proposals must include the contractor's cost or price to perform the anticipated task order. The RFTOP request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a statement of objectives or statement of work and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection is based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price and past performance, but may also include one or more technical factors such as corporate experience personnel, and or technical approach.

Contractors may elect not to submit a proposal per the minimums and maximums specified in the section F.6.2 below.

The following content should be included (as appropriate):

A. RFTOP Content

Orders placed under indefinite-delivery contracts must contain the following information:

- (a) Large or small business competition
- (b) RFTOP number
- (c) Closing Date of RFTOP proposal submission
- (d) Statement of Work (SOW)/Performance Work Statement (PWS)/Statement of Objectives (SOO)
- (e) Instructions for submission of technical and cost/price proposals
- (f) Evaluation criteria and relative order of importance
- (g) Branding Strategy
- (h) Anticipated Contract Type (completion or term)
- (i) Incumbent Contractor, if any
- (j) If a logical follow-on is anticipated
- (k) Security situation and plan requirements
- (l) Environmental conditions
- (m) Total Estimated Cost Range
- (n) CO contact information

- (o) Add as applicable below.

B. Task Order Award

- (a) Date of order.
- (b) Task Order Number and Contract Number;
- (c) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.
- (d) Accounting and appropriation data. Source of Funds and Fiscal Data, TIN, DUNS number;
- (e) Method of payment and payment office, if not specified in the contract (see 32.1110(e)).
- (f) Total Estimated Cost/Ceiling Price;
- (g) Obligated Amount (which must constitute the maximum liability on behalf of the Government);
- (h) Statement of Work (SOW)/Performance Work Statement (PWS)/SOO and contractor's response to PWS or SOO if applicable that is based upon performance standards, deliverables and results to which the contractor must be held and includes a Quality Control Plan;
- (i) Budget including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs), Fee, and Ceiling Price;
- (j) Place of Performance;
- (k) Place of delivery or performance (including consignee);
- (l) Any packaging, packing, and shipping instructions.
- (m) Logistic Support;
- (n) USAID and Other Officials (e.g., CO &COR);
- (o) Language Requirements;
- (p) Deliverables/Results/Reports:
For small business set-asides only, the small business prime must report the percentage of work being provided by its employees. The TOCOR must inform the TOCO if the percentage of work being conducted by the small business falls below the 50% requirement in FAR part 52.219-14, Limitations in Subcontracting;
- (q) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (r) Government-Furnished Property, if any, to be furnished to the contractor;
- (s) Authorized Work-Week if other than the IDIQ provision;
- (t) Key/Essential Personnel; and
- (u) Payment Office.
- (v) Gender requirements
- (w) Branding and Marking
- (x) Other special requirements
- (y) Response to Environmental Conditions
- (z) Security Plan
- (aa) TOCOs will include in Task Orders any specific clauses and provisions that are required in ADS 302 and the Internal Mandatory Reference

“Contract Clause Guide for Unclassified Information System Security Systems and Services”).

F.6.2 TASK ORDER LIMITATIONS/PERFORMANCE BASED/AWARD TYPES

Task orders issued under this IDIQ contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion) any Fixed-Priced type.

(a) **Minimum Order:** When USAID requires services or reports and other deliverables covered by this contract in a task order in the amount of less than \$25,000, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$25,000 and is awarded a task order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(b) **Maximum Order:** When USAID requires services or reports and other deliverables covered by this contract in a task order amount of more than \$560,000,000, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$560,000,000 and is awarded a task order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(c) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel or its subcontractors' or their personnel) future activities; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the Contracting Officer is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

(i) For task orders estimated to be equal to or less than \$500,000:

In accordance with the general procedures in (d) above, the task order Contracting Officer Representative (TOCOR) will request a task order proposal from each contractor after coordinating the terms of the RFTOP with the TOCO. The TOCOR may not ask for more than a four (4) page cost proposal, and if the TOCOR deems it necessary, may also ask for a technical proposal of no more than three (3) pages (page limit does not include resumes, graphs, or past performance information). The TOCOR is not authorized to undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TOCOR drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria which permits discussions if needed. The TOCO is responsible for final selection, negotiation, and task order award.

(ii) For task orders estimated to be more than \$500,000 and equal to or less than \$5,000,000:

In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may not ask for more than a four (4) page cost proposal from each Contractor, and if the TOCO deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the Contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

(iii) For task orders estimated to be more than \$5,000,000:

In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may use the simplified procedure in (d) (ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each Contractor.

All contractors interested in being considered for the task order must submit a proposal in accordance with the TOCOs request for task order proposal instructions. The information that the TOCO requests from each contractor must be the minimum needed.

To obtain services or other deliverables that are within the statement of work of this Contract, the TOCO may issue orders using any of the pricing types specified in the Contract.

Contractor(s) must respond to the RFP within the number of calendar days stated in the Request for task order Proposal.

If Contractors submit a proposal, they must comply with the terms and conditions and page limitations for proposals established in the RFTOP; USAID will not evaluate any pages that exceed these limits.

F.6.2.1 Performance-Based Acquisition (PBA)

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the “maximum extent practicable”. For information about PBA, refer to OFPP’s Best Practices Handbook located at www.whitehouse.gov/omb.

PBA task orders must include at a minimum:

- (a) Performance requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- (c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards;
- (d) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards.

The TOCO will issue an RFTOP to all IDIQ contractors, as applicable, unless a fair opportunity exception applies. The proposal request will include a due date for proposal submission and requirements documentation (SOO, SOW or PWS) that will include either the Government's objectives or a detailed description of work to be accomplished, a listing of the deliverables required and any additional data, as appropriate. The RFTOP will also include specific instructions for the submission of proposals, selection criteria factors, the factors' order of importance and other information deemed appropriate. Please see RFTOP content provided above.

F.6.2.2 Award Types

(a) Fixed-price or Fixed-price with Cost Reimbursement Combination Type:

A combination of fixed-priced items and cost reimbursable line items may be used or the entire award may be fixed-priced. When competing for TO awards under the fair opportunity process, the Contractor must propose labor rates that do not exceed labor ceilings established in Section B of the IDIQ contract. The proposed, reduced labor rates will not be subject to audit; however, the rates will be reviewed to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the rates in the IDIQ contract.

(1) The fixed-price for each task order will be negotiated based on the price to complete the work and include a payment schedule based upon completion of deliverables/services and total that the contractor will be paid. After acceptance of a fixed-price task order by the Contractor, the task order price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.) or the terms and conditions of the task (for example, economic price adjustments).

(2) Cost reimbursable line items may be allowed in fixed-priced task orders for elements of the task order that cannot be reasonably estimated.

(b) Cost-Reimbursement: Cost proposals are complete which include all required information. Organizations must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Cost/price proposals must include, as a minimum, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect

rates, ODCs and fee. Cost-reimbursement proposals must be submitted in accordance with FAR Part 52.215-20, Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data.

(b)(1) When issuing CPFF task orders, the TOCO must state in the task order the total estimated cost-plus-fixed-fee, which is the total amount of the task order and the maximum amount the Contractor may be paid. This maximum amount represents the negotiated mix of the prime contractors' and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs, and fixed fee.

(c) Non-Competitive task orders. For non-competitive task orders in excess of \$700,000, the TOCO will require certified cost or pricing data in accordance with FAR 52.215-20. Documentation will include but not limited to the agreement that the prime has obtained with the subcontractor showing the rate being paid to the subcontractor for that labor category which must not exceed the ceilings established in Section B. of the IDIQ contract unless a special authorization is obtained by the TOCO.

(d) Adequate Accounting System:

(1) Cost-type task orders: The Contractor must have an adequate accounting system in accordance with FAR 16.301-3(a)(3).

Evidence of an adequate accounting system would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that the system is approved or has been determined to be adequate. If available, the Contractor must provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.

If the Contractor does not have an accounting system that has been determine adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor must so state in its proposal. As part of the TO-level evaluation process the Government will obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.

The Contractor will provide the CFA name, address and telephone number and the point of contact as part of its task order proposal.

Fixed-priced task orders: The Contractor must maintain an adequate accounting system to request contract financing under the progress payment clause (FAR 52.232-16).

Task order proposals will be rejected if the Contractor does not have an adequate accounting system unless the Government determines that the Contractor's action plan for correcting the accounting system is timely and acceptable. However, no costs will be paid under the contract until the Contractor's system has been determined adequate.

(e) Other Relevant Information: This information must always be in writing and must address other relevant information as required by the contract or requested by the RFTOP. The

Contractor must assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

(f) Responsibility Determination

The TOCO must conduct a separate responsibility determination for each task order.

(g) Initial Environmental Examination. The Initial Environmental Examination (IEE) will be addressed in the task order in accordance with the guidance found in ADS 204 policies.

F.7 TASK ORDER ADMINISTRATION

(a) Task Order Extensions (non-funded)

The TOCOR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- The approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order.
- Performance must not:
 - extend beyond 60 calendar days from the original estimated completion date or the completion date modified by the TOCO set forth in the task order;
 - extend beyond the end of the period of performance in Section F of the base IDIQ;
 - exceed five (5) years, including modifications.

Prior to the original estimated completion date, the Contractor must provide a copy of the task order Technical Officer's written approval for any extension to the term of the task order to the TOCO; in addition, the Contractor must attach another copy of the TOCOR's approval for such continued performance under the task order to the completion voucher submitted for payment.

(b) Addition of a new subcontractor after task order award.

Addition of new subcontracts must be made in accordance with FAR 52.244-2 Alternate I.

(c) Conversion to a fixed-priced and or performance based task order

If both the Government and the Contractor agree, a task order can be converted from a term contract to a fixed-price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

(a) Within ninety (90) calendar days prior to the end of the task order's initial period of performance, the Contractor must prepare and submit for Government review, comment, and concurrence.

(1) A PWS that captures all effort performed during the base year of performance, and

(2) A Quality Assurance Surveillance Plan (QASP). The QASP will address performance standards which relate to the performance requirements; how the Contractor's performance will be measured against the performance standards; and surveillance schedules and methods. The QASP may either be included as part of the PWS or as a separate document.

(b) Within sixty (60) calendar days prior to the end of the task order's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QASP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed upon documents to accomplish the conversion to a performance based task order.

(d) Right to Procure from Other Sources

The Government, under the terms of this IDIQ, retains the right to procure similar services from other sources during the period of this contract.

(e) Ombudsman

If a Contractor believes it has not been given a fair opportunity for a particular task order in accordance with the ordering procedures in this section, it may present the matter to the TOCO. If the Contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <https://www.usaid.gov/work-usaid/acquisition-assistance-ombudsman/review-process>. The Ombudsman may be reached at the following address:

U.S. Agency for International Development
Attn: USAID Ombudsman
M/OAA/OD SA44; 851-H
1300 Pennsylvania Ave N.W.
Washington, DC 20523
E-mail AandAOmbudsman@usaid.gov.

F.8 KEY PERSONNEL

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

IDIQ Director: [REDACTED]

(b) The Contractor must furnish key personnel as stated in task orders.

(c) The key personnel specified above and in task orders are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer.

Note: Approval is not required for non-key personnel, unless their rates exceed the CDR in section B. or the ceiling rates for the local compensation plan for CCN personnel.

The Contractor must provide the central management necessary to fulfill all the requirements of the contract. This includes cost and quality control of all tasks and assignments.

Primary Point of Contact: IDIQ Director – The contractor must designate primary point of contact whom USAID may contact for procedural and substantive matters. The IDIQ Director must be the individual bearing primary responsibility for technical aspects of contract performance, as well as procurement personnel, reporting, and other management related requirements of the contract. Specifically, the IDIQ Director must:

- Respond to task order requests, and provide central management and oversight of task orders under this award, working collaboratively and often with USAID central and field project managers, technical officers, Contracting Officers, and meet and consult regularly with the IDIQ COR.
- Select, provide technical and administrative direction and guidance to, and place and support all technical experts carrying out technical requirements.
- Report to USAID technical and contract personnel in accordance with USAID reporting requirements in Section F.
- Ensure quality and control methods are applied in a consistent and transparent manner for all contracted tasks and functions.

Qualifications for this individual must be in accordance with the Experience/Education levels specified in Section B.

F.9 752.242-70 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.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

(a) For the Basic IDIQ:

U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: M/OAA/GH, 568-E
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Contracting Officer: Patricia Bradley

(b) For task orders:

The Contracting Officer executing the individual task order will retain cognizance of contract administration for that task order.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) For the Basic IDIQ:

U.S. Agency for International Development
Bureau for Global Health
Kristen George
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900

(b) For task orders:

Each task order issued hereunder will indicate a COR for that particular order. The COR will be responsible for technical oversight for that specific task order.

G.3 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is [REDACTED].

RTI International
[REDACTED] Senior Contracting Officer
3040 East Cornwallis Road
Research Triangle Park, NC 27709-2194
[REDACTED]

G.4 PAYING OFFICE

The Contractor must submit invoices to the payment office indicated on the Cover Page of each task order. Generally, this will be the USAID Washington Office/Bureau or the USAID overseas field Mission from which the funds for the task order are provided or, for Missions without their own Controller, the regional office responsible for that Mission.

Invoices for USAID Washington Office/Bureau must be submitted to the payment office at the following email address: EI@usaid.gov.

G.5 ACCOUNTING AND APPROPRIATION DATA

BBFY: 2016
EBFY: 2017
Fund: GH-C
OP: GH/ID
Program Area: A11
Dist Code: 936-6300
Program Element: A049
Benefiting Geo Area (BGA): 997
SOC: 4100301
Amount Obligated: \$25,000.00

G.6 CONTRACTOR'S PAYMENT ADDRESS

RTI International
3040 East Cornwallis Road
P.O. Box 12194
Research Triangle Park, NC 27709-2194
Tel: [REDACTED]

G.7 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID

(a) Technical Direction is defined to include:

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

(b) The Contracting Officer, by separate designation letter, authorizes the COR 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 must be signed as "Contracting Officer 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) Complete Contractor Performance Reports (CPR's) every six to 12 months for task orders.
 - (7) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
 - (8) If to be provided, ensure that Government furnished property is available when required.
- LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules must be made only by the Contracting Officer.

(c) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

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

(e) Failure by the Contractor to report to the Contracting Office 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.

(f) In case of a conflict between this contract and the COR designation letter, the contract prevails.

G.8 752.7003 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 (CTO) 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 No.	Description	Amt. Vouchered to date	Amt. Vouchered This Period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$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".

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 752.7007 Personnel Compensation. (JUL 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.1.1 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(applies to cost reimbursement TOs only)

(a) Limitations:

(1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds 5% ceiling of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.1(b) above unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

Annual salary increases (e.g. cost of living and merit increases and other) of 5% percent ceiling of the current labor pool may be granted once a year. Salary adjustments additional to salary increases for local staff may be implemented out of cycle, if the adjustments are made in response to U.S. Mission adjustments to the local compensation plan (LCP). Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.1.1 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

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

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935 for the prime contract and its subcontractors or as specified in task orders.

H.3 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is:

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

The Contractor is required to procure DBA insurance through USAID's approved Contractor.

H.4 SECURITY CLEARANCE

(a) Task orders under this Contract may involve classified performance in accordance with ADS 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified task order, the requiring office for the Task Order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Task Orders that do not require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified task order, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this Contract, the

Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract for any classified Task Order if the Contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Task Order. The COR from the office sponsoring the IDIQ is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Task Orders.

At the time of award, the contractor does does not have a Secret level facility clearance. The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Task Orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this Contract or under a Task Order issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.

(e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the Contractor subcontracts any work to be performed under a classified Task Order, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Task Order.

(g) The Office of Security will issue Ronald Reagan Building facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

H.5 INFORMATION SYSTEM SECURITY

Task Orders under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission.

(a) Designation of the Information System Security Officer. The Contracting Officer hereby designates [TBD] located at [TBD] as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security (ISS) of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID, regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of the USAID Automated Directive System (ADS) Chapter 545. Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. Contractor personnel should also have access only to that information required for their tasks. Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

H.6 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.7 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

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

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

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

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

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

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

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.

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

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

H.8 Submission of Datasets to the Development Data Library (DDL) (October 2014)

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

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or

to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

(2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

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

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

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

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

H.9 USAID Implementing Partner Notices (IPN) Portal for Acquisition (July 2014)

a) Definitions

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

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

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

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

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

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

(3) Notify the Contracting Officer that the contractor declines to sign the modification. Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.10 752.229-71 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 number and email address.

(3) Contract number(s).

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

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

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

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

(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

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

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

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

(3) *Foreign government* includes any foreign governmental entity.

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

(d) *Where.* Submit the reports to: vatreportwash@usaid.gov.

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

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

(End of clause)

H.11 302.3.5.19 USAID-Financed Third-party Websites (August 2013)

(a) Definitions:

“Third-party websites”

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 websites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party website 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 website 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 Website at www.usaid.gov/branding, and USAID Graphics Standards manual at <https://www.usaid.gov/branding>.

(3) The website must be marked on the index page of the site and every major entry point to the Website with a disclaimer that states:

"The information provided on this Website 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 website 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 websites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

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

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <https://www.usaid.gov/ads/policy/500/508>

H.12 302.3.5.20 Conference Planning and Required Approvals (August 2013)

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

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

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

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

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

H.13 Environmental Compliance

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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.”)

An Initial Environmental Examination (IEE) has been approved for this project and for activities to be undertaken herein (#GH-16-000220). The IEE contains a Positive Determination and a Negative Determination with Conditions for the range of activities to be conducted under this IDIQ and TOs. This indicates that some activities have the potential for significant adverse effects on the environment.

Accordingly, the contractor is required to follow the procedures of the Integrated Vector Management for Malaria Vector Control Programmatic Environmental Assessment (PEA), the Programmatic Pesticide Evaluation Report and Safer Use Action Plan (PERSUAP) for Zika, and/or any amendments/revisions to these documents. Appropriate country level environmental documentation (e.g. SIEE, SEA, etc.) will be developed and approved prior to the use of project funds in support of pesticide procurement or use, including the provision of technical assistance regarding pesticide selection and use, and pesticide training that involves handling of pesticides, per 22 CFR 216.3 (b) on USAID Pesticide procedures.

As part of the Task Order initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

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.

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.

In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

H.14 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 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.

(End of provision)

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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
52.203-13	Contractor Code of Business Ethics and Conduct.	OCT 2015
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 Postconsumer Fiber Content 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
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	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
52.210-1	Market Research.	APR 2011
52.215-2	Audit and Records - Negotiation.	OCT 2010
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011

52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications.	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data.	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications.	OCT 2010
52.215-14	Integrity of Unit Prices.	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions.	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	JUL 2005
52.215-23	Limitations on Pass-Through Charges.	OCT 2009
52.216-8	Fixed Fee.	JUN 2011
52.217-2	Cancellation Under Multi-year Contracts.	OCT 1997
52.217-7	Option for Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns.	NOV 2016
52.219-9	Small Business Subcontracting Plan.	NOV 2016
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-2	Payment for Overtime Premiums.	JUL 1990
52.222-3	Convict Labor.	JUN 2003
52.222-17	Nondisplacement of Qualified Workers.	MAY 2014
52.222-19	Child Labor - Cooperation with Authorities and Remedies.	OCT 2016
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
52.222-37	Employment Reports on Veterans.	FEB 2016
52.222-50	Combating Trafficking in Persons.	MAR 2015
52.222-54	Employment Eligibility Verification.	OCT 2015
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2008
52.225-14	Inconsistency between English Version and Translation of Contract.	FEB 2000
52.227-3	Patent Indemnity.	APR 1984
52.227-13	Patent Rights--Ownership by the Government.	DEC 2007
52.227-14	Rights in Data-General.	MAY 2014
52.227-16	Additional Data Requirements.	JUN 1987
52.227-23	Rights to Proposal Data (Technical).	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act).	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	APR 1984
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.229-6	Taxes - Foreign Fixed-Price Contracts.	FEB 2013
52.230-2	Cost Accounting Standards.	OCT 2015

52.230-6	Administration of Cost Accounting Standards.	JUN 2010
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	MAY 2014
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	MAY 2014
52.232-25	Prompt payment.	JUL 2013
52.232-25	Prompt payment. (JUL 2013) - Alternate I	FEB 2002
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
52.233-1	Disputes. (MAY 2014) - Alternate I	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award. (AUG 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004
52.237-3	Continuity of Services.	JAN 1991
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals.	MAY 2014
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
52.243-1	Changes - Fixed-Price.	AUG 1987
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I	APR 1984
52.243-7	Notification of Changes.	APR 1984
52.244-2	Subcontracts.	OCT 2010
52.244-2	Subcontracts. (OCT 2010) - Alternate I	JUN 2007
52.244-5	Competition in Subcontracting.	DEC 1996
52.244-6	Subcontracts for Commercial Items.	NOV 2016
52.245-1	Government Property.	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-23	Limitation of Liability.	FEB 1997
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
52.249-2	Termination for Convenience of the Government (Fixed-Price).	APR 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	APR 1984

52.249-6	Termination (Cost-Reimbursement).	MAY 2004
52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

The following AIDAR clauses are hereby incorporated by reference (by Citation Number, Title, and Date).

USAID ACQUISITION REGULATION (48 CFR Chapter 7)

NUMBER	TITLE	DATE
752.202-1	Definitions.	JAN 1990
752.204-2	Security Requirements.	FEB 1999
752.209-71	Organizational conflicts of interest discovered after award.	JUN 1993
752.211-70	Language and measurement.	JUN 1992
752.219-8	Utilization of small business concerns and small disadvantaged business concerns.	MAR 2015
752.219-70	USAID Mentor-Protege Program.	JUL 2007
752.219-71	Mentor requirements and evaluation.	JUL 2007
752.222-71	Nondiscrimination	JUN 2012
752.228-7	Insurance - liability to third persons.	JUL 1997
752.245-70	Government property - USAID reporting requirements.	JUL 1997
752.245-71	Title to and Care of Property.	APR 1984
752.252-1	AIDAR Solicitation Provisions Incorporated by Reference	MAR 2015
752.7001	Biographical data.	JUL 1997
752.7002	Travel and transportation.	JAN 1990
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
752.7029	Post Privileges.	JUL 1993
752.7030	Inspection Trips by Contractor's Officers and Executives.	APR 1984
752.7031	Leave and holidays.	OCT 1989
752.7033	Physical fitness.	JUL 1997
752.7035	Public notices.	DEC 1991
752.7037	Child safeguarding standards.	AUG 2016
752.7038	Nondiscrimination against End-Users of Supplies or Services.	OCT 2016
752.7101	Voluntary Population Planning Activities.	JUN 2008

I.2 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with 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.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

I.3 52.215-19 Notification of Ownership Changes. (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 52.216-7 Allowable Cost and Payment. (JUN 2013)

(a) *Invoicing.*

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

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

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

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

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

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.*
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following

the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

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

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

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

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

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

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or
- (2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

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

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for

securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.5 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued as stated in Section F.6.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.6 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$560,000,000;
- (2) Any order for a combination of items in excess of \$560,000,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.7 52.216-22 Indefinite Quantity. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after seven years from the date of award of the contract.

(End of clause)

I.8 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.

(End of clause)

I.9 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.10 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.11 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAR 2008)

(a) Definitions. As used in this clause-

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Supporting a diplomatic or consular mission" means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States-

(i) In a designated operational area during-

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission-

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable-

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received-
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum-
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that-

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to-

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data.

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons-

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee-

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States-

- (1) In a designated operational area during-
 - (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or
- (2) When supporting a diplomatic or consular mission-
 - (i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or
 - (ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

I.12 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 [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [*insert name of country*], shall not constitute an allowable cost under this contract.

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

(End of clause)

I.13 52.232-12 Advance Payments. (MAY 2001)

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

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

Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds.* The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

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

(e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed _____ percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$[], less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed \$[insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest.*

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

- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;
- (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

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

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

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

(g) Financial institution agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

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

(i) *Lien on property under contract.*

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

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate

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

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

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

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) *Insurance.*

(1) The Contractor shall maintain with responsible insurance carriers -

- (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
- (ii) Adequate insurance against liability on account of damage to persons or property; and
- (iii) Adequate insurance under all applicable workers' compensation laws.

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

- (i) Maintain this insurance;
- (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
- (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) *Default.*

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

- (i) Termination of this contract for a fault of the Contractor.
- (ii) A finding by the administering office that the Contractor has failed to-
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;

- (C) Make progress or maintain a financial condition adequate for performance of this contract;
- (D) Limit inventory allocated to this contract to reasonable requirements; or
- (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
- (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
- (v) The commission of an act of bankruptcy.

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

- (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
- (ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (k)(1) above.
- (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
- (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

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

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

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

(n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security

inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

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

- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
- (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
- (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
- (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
- (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
- (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
- (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
- (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

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

- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any pre-existing mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$[] a year;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$_____ in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$_____; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

[List the pertinent obligations]

(End of clause)

I.14 52.232-12 Advance Payments. (MAY 2001) - Alternate II (MAY 2001)

If used in a cost-reimbursement contract, substitute the following paragraphs (c) and (e), and paragraphs (f)(1) and (f)(2) for paragraphs (c) and (e) and paragraphs (f)(1) and (2) of the basic clause:

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

* * * * *

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

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

(f) Interest.

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

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

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

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

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

(End of clause)

I.15 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): <http://acquisition.gov/far/index.html>.

(End of clause)

I.16 752.204-72 Access to USAID Facilities and USAID's Information Systems. (AUG 2013)

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this clause. The contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

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

(c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the contracting officer's representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

(d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies.

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

(End of clause)

I.17 752.222-70 USAID Disability Policy. (DEC 2004)

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

(1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

(2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

(3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and

(4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site:

http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

(End of clause)

I.18 752.225-70 Source and nationality requirements. (FEB 2012)

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

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

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

(c) Restricted goods. The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If USAID determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

(End of clause)

I.19 752.227-14 Rights in Data-general. (OCT 2007)

The following paragraph (d) replaces paragraph (d) of (48 CFR) FAR 52.227-14 Rights in Data-General.

(d) Release, publication and use of data. (1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract (see paragraph (d)(3) for limitations on contracts performed outside of the US).

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the contracting officer.

(3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the contracting officer. The Government also may require the contractor to assign copyright to the Government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

(End of clause)

I.20 752.228-3 Worker's Compensation Insurance (Defense Base Act). (DEC 1991)

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

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

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

(End of clause)

I.21 752.228-70 Medical Evacuation (MEDEVAC) Services. (JUL 2007)

(a) The 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.

(End of clause)

I.22 752.231-71 Salary supplements for Host Government employees. (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.

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

(End of clause)

I.23 752.7004 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.

(End of clause)

I.24 752.7008 Use of Government Facilities or Personnel. (APR 1984)

(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 contracting officer.

(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 without authorization either in the contract itself, or in advance, in writing, by the contracting officer, then the amount payable under the contract shall 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 shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

(End of clause)

I.25 752.7013 Contractor-Mission Relationships. (OCT 1989)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional,

technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

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

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

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

I.26 752.7025 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.

(End of clause)

I.27 752.7027 Personnel. (DEC 1990)

(a) Clearance.

(1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the contracting officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.

(2) Individuals engaged or assigned when outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the contracting officer or Mission Director. However, when services are performed in the Cooperating Country

on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

(b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.

(c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(e) Economic and financial activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.)

(f) Duration of appointments.

(1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:

(i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.

(ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.

(iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.

(iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the contracting officer.

(2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

(g) Employment of dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

(End of clause)

I.28 752.7028 Differential and allowances. (JUL 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained 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).

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary lodging allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary lodging allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for

a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, DC. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized (Regulations Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to Aid employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended.

(j) Danger pay allowance.

(1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

(End of clause)

I.29 752.7032 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.

(End of clause)

I.30 752.7034 Acknowledgment and Disclaimer. (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

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

(End of clause)

[END OF SECTION I]

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J.1 - SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE

ATTACHMENT J.2 - RTI INTERNATIONAL CONTRACTOR AND MAJOR
SUBCONTRACTOR POLICY FOR WORKDAY, WORKWEEK, AND
PAID ABSENCES

ATTACHMENT J.3 – BRANDING & MARKING PLAN

[END OF SECTION J]

**RESEARCH TRIANGLE INSTITUTE
USAID SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE**

(Also see Federal Acquisition Regulation 19.704 and 52.219-9)

The U.S. Agency for International Development's Office of Small and Disadvantaged Business Utilization (OSDBU) recommends that offerors use the following format to submit proposed Individual Subcontracting Plans, including modifications. While this template has been designed to be consistent with Federal Acquisition Regulation (FAR) 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this template is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government's solicitation. This template is not intended to replace any existing Corporate/Commercial Plan that is more extensive.

A subcontracting Plan is generally required if the estimated cost of the contract **may exceed \$700,000 (\$1,500,000 for construction) and the contract has subcontracting possibilities**. See FAR 19.702 for exemptions.

SOLICITATION NUMBER: SOL-OAA-16-000179

CONTRACT VEHICLE (CHECK ONE):

STAND-ALONE CONTRACT	<u> x </u>	INDEFINITE QUANTITY CONTRACT	<u> x </u>
FEDERAL SUPPLY SCHEDULE ORDER	<u> </u>	CONTRACT MODIFICATION	<u> </u>

Note: Federal Acquisition Regulations to not require Subcontracting Plans for Task Orders against IDIQ contracts. Subcontracting utilization for Task Orders is reported against the base contract for IDIQ contracts.

DATE OF PLAN SUBMISSION: 4/18/2017

CONTRACTOR: Research Triangle Institute (dba RTI INTERNATIONAL)

ADDRESS: P.O Box 12194, 3040 Cornwallis Road, Research Triangle Park

STATE/ZIP CODE: North Carolina, 27709-2194

DUNN & BRADSTREET (DUNS) NUMBER: 00-486-8105

ITEM/SERVICE (Description):

The purpose of this contract is to provide services that fall within the Scope of Work (SOW) specified in Section C for Prevention of Mosquito-Borne Diseases through Vector Control. USAID task order Contracting Officers (TO COs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.
--

NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY-MM/DD/YYYY):

10/01/17-09/30/22

Base (if options apply)		Performance	Period/Quantity	<u>YEAR 1</u>
Option 1:		Performance	Period/Quantity	<u>YEAR 2</u>
Option 2:		Performance	Period/Quantity	<u>YEAR 3</u>
Option 3:		Performance	Period/Quantity	<u>YEAR 4</u>
Option 4:		Performance	Period/Quantity	<u>YEAR 5</u>
		Total Contract Cost		

CONTRACT MODIFICATION (if applicable)

NEW PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY-MM/DD/YYYY):

Original/Base	_____	Performance	Period/Quantity	
Modification	_____	Performance	Period/Quantity	
Task Order	_____	Performance	Period/Quantity	_____
	_____	Modified Total Contract Cost		

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

If assistance is needed to help locate small business sources, contact the Small Business Specialist (SBS) in OSDDBU that supports the applicable USAID Bureau. The main phone number for OSDDBU is (202) 567-4730.

USAID's FY 2017 Subcontracting Goals are:

Small Business (SB)	
Service Disabled Veteran Owned Small Business (SDVOSB)	
Small Disadvantaged Businesses (SDB, includes Section 8(a) firms)	
Woman-Owned Small Business (WOSB)	
Historically Underutilized Business Zone Small Business (HUBZone)	

1. Type of Plan (check one)

Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

Commercial products/service plan (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year (attach a copy).

2. Goals

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages. **PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a good faith effort throughout the period of performance of the contract.** Formula for below: 2.b. + 2.h. = 2.a.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ _____ (Base Period + All Option Periods).

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, VOSB and SDVOSB): (% of "a")

\$ _____ and _____ (Base Period + All Option Periods).

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a")

\$ _____ - and 0.00% (Base Period + All Option Periods).

d. Total estimated dollar value and percent of planned subcontracting with WOMEN-OWNED SMALL BUSINESSES: (% of "a")

\$ _____ and _____ (Base Period + All Options Periods).

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES:

\$ _____ - and _____ (Base Period + All Option Periods).

f. Total estimated dollar and percent of planned subcontracting with VETERAN-OWNED SMALL BUSINESSES: (% of "a")

\$ _____ - and _____ (Base Period + All Option Periods).

g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a")

\$ _____ - and _____ (Base Period + All Option Periods).

h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES" (As defined by the Small Business Administration as "any entity that is not classified as a U.S. small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms.)

\$ _____ and _____ (Base Period + All Option Periods).

i. Utilize the "Small Business Utilization Plan Template," Attachment A (**located after the signature page within this document**) , to provide a description of ALL the products and/or services to be subcontracted under this contract, indicate the socioeconomic status of the entities to be utilized as subcontractors, and indicate what (if any) written commitments have been entered into with the subcontractors.

j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

Step 1. Develop a roster of potential subcontractors or project partners. We make efforts to identify and name the subcontractors; however, if we cannot identify and name the project partner prior to the submission of the proposal, the projected dollars for an unknown project partner will be classified as OTSB/Large for the purpose of calculating the subcontracting goals. If we can identify the partners, including suppliers and consultants, as a source for supply of services or products, the projected dollar value of such subcontracting activity is included in the goal calculation equation in accordance with the business size and status classification of the proposed subcontractor.

Step 2. Determine the projected amount of dollars to be paid to each subcontractor.

Step 3. Determine the Outside Other-Direct-Cost ("ODC") for each classification such as SBs, SDBs, WOSBs, HUBZones, VOSBs, SDVOSBs, and OTSBs.

Step 4. Determine the denominator by aggregating the projected Outside ODCs or outside vendor spending.

Step 5. Divide the total Outside ODCs of each classification by the denominator, which will produce the respective planned subcontracting goals percentages for each size and classification.

The planned dollars and percentages for an SB with additional socioeconomic classifications, such as SDB and WOSB, will be reflected in the multiple goals offered above in Sections 2.a - g. Finally, not all planned ODCs are outside vendors, because some ODCs are for hosting systems by RTI's information technology services (ITS), therefore all internal ODCs are excluded from the denominator.

If the vendors can be identified as a source for specific material or equipment, the projected dollar value of such purchases is included in the goal calculation in accordance with the size and status classification of the vendors.

We then totaled the material and equipment purchases as identified in the estimated budget for the proposal, allocated the dollars spent in the proportions shown above, and included these expressed as percentages and dollars above in Sections 2.a - g (respectively).

k. Indirect costs have ____ have not X been included in the dollar and percentage subcontracting goals above (check one).

l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

Not Applicable

3. Subcontracting Program Administrator:

NAME: [REDACTED] _____

TITLE: SmallBusinessLiaisonOfficer

ADDRESS: ResearchTriangleInstitute,3040CornwallisRoad
ResearchTrianglePark,NC,27709

TELEPHONE: [REDACTED] _____

E-MAIL: [REDACTED] _____

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? X yes _____no (If NO is checked, please identify who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; X yes __ no
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; X yes __ no
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; X yes __ no
- d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. X yes __ no
- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns. X yes __ no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. X yes __ no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include SBA's Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and/or the System for Awards Management (www.sam.gov), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; X yes ___no
- h. Establishing and maintaining contract and subcontract award records; X yes __ no
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; X yes __ no
- j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; X yes __ no
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; X yes __ no
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; X yes ___no
- m. Preparing and submitting timely, required subcontract reports; X yes ___no

- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; yes no
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and yes no
- p. Other duties: n/a

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
1. Contact minority and small business trade associations
 2. Contact business development organizations and local chambers of commerce
 3. Attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs
 4. Review sources from the Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)
 5. Review sources from the System for Award Management web page (www.sam.gov)

Additional Equitable Opportunities Efforts:

RTI's Small Business Office implements an SB Communications Plan. It includes a comprehensive list of outreach efforts, marketing materials and initiatives, internal and external website resources, and RTI's SB Matchmaker at a Regional Office, SB Expo at the Main Campus, and SB Conference with Training Seminars. Our mission is to serve our clients and communities by fostering project collaboration and partnerships with small and disadvantaged businesses in support of our mission to improve the human condition. Our goal is to support and participate in at least one event in each of the following six communities: SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone.

RTI not only educates SBs on our teaming process, but we have also stepped up our efforts to identify VOSBs/SDVOSBs and HUBZone SBs that provide research and development support services by participating in strategic matchmaker events.

RTI is a proud supporter and member of the National HUBZone Council and the North Carolina Defense Business Association.

To maximize further the participation of SBs in contracts, RTI's Small Business Program Manager and other RTI staff members participate in various SB trade fairs, workshops, SB matchmakers, and RTI-hosted SB events.

- b. Internal efforts to guide and encourage purchasing personnel:
1. Conduct workshops, seminars and training programs;
 2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
 3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

a) RTI compiles internal lists of potential SBs on an ongoing basis. Using RTI's innovative PLUS system on StaffNet (RTI's intranet, which includes RTI's Small Business Program website), we can provide RTI's proposal, research, and project staff access to a host of reference materials. These include various SB search tools and a current list featuring high-potential SB partners that offer critical research and development (R&D) capabilities.

b) RTI pays for a subscription-based system that contains records of SBs of every type of socioeconomic classification; this system can often facilitate the identification of potential SDB partners as well.

c) PLUS is RTI's state-of-the-art registration portal—namely, an online registry of RTI's prospective and current partners. Although registering is voluntary, PLUS can be a cost-effective tool that allows partners (subcontractors, suppliers, and other collaborators) to share their capabilities information with RTI's staff. PLUS also allows partners to validate whether they are SBs (based on SBA size table), and it provides a small business self-certification capability.

Information in RTI's primary source lists generally comes from, but is not limited to, face-to-face meetings at RTI's SB MatchMaker

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219 8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219 9, "Small Business Subcontracting Plan." [Note: In accordance with FAR 52.212-5(e), the contractor is not required to include flow-down the clause if it is subcontracting commercial items.]

6. Reporting and Cooperation

The contractor gives assurance that it will

- i. Cooperation in any studies or surveys that may be required;
- ii. Submit periodic reports which illustrate compliance with the subcontracting plan
- iii. Submit its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); via the **Electronic Subcontracting Reporting System (eSRS) website** (www.esrs.gov)
- iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Oct 1 – Sep 30	Year End SDB Report	90 days of SSR submission
Contract Completion	Final ISR	30 days after completion

Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

The eSRS system does not allow firms to submit a separate report for each task order issued. Therefore, eSRS reporting for USAID IDIQ contracts must include the applicable information for each task order issued under the IDIQ contract. Contractors should include a statement in the remarks section of eSRS to indicate the task order number and dollars awarded via the task order.

7. Description of Record Types (Ref: FAR 52.219-9(d)(11))

In order to demonstrate your firm's adherence to the requirement to maintain records that reflect your compliance with requirements and goals in the plan, describe your firm's records maintenance procedures for locating each category of small business for use as a subcontractor:

RTI agrees that it will maintain the following types of records to document compliance with this Subcontracting plan:

- SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides and other data identifying such vendors as outlined in this plan.
- Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB sources as outlined in this plan.
- On a contract-by-contract basis, records on all formal applicable subcontract solicitations over \$150,000, which indicate for each solicitation whether SB, SDB, WOSB, HUBZone, VOSB and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards in accordance with efforts listed in this plan.
- Records to support outreach efforts as outlined in this plan.

- Records to support internal guidance and encouragement provided to project/program officers/managers through (1) training sessions, intranet articles, staff and management presentations, and one-on-one assistance offered to program staff; and (2) monitoring performance to evaluate compliance with the program and requirements.
- On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor.

8. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. Describe your firm's commitment to making a good faith effort towards the subcontracting goals.

RTI's commitment to working with SBs of all types has fostered excellent institute-wide results. Between FY2013 and FY2015, for example, 15.4% of RTI's subcontracting costs have been awarded to SBs. Because RTI believes that including SBs in government contracts is a matter of national interest with both social and economic benefits, RTI implemented a Supplier Diversity and Small Business Program Policy No. 13.5 to ensure the use of fair and open subcontracting and procurement business practices. Policy 13.5 is administered by RTI's Small Business Office and promulgated throughout RTI's Research Business Units and Divisions, Global Business Operations, Information Technology Services Department, and other General and Administrative Units.

RTI is committed to meeting regulatory SB subcontracting requirements by providing such organizations the maximum practicable opportunity to become team partners of RTI and to compete for subcontracts awarded by RTI under our government-sponsored prime or subcontracts, consistent with the efficient performance of these prime contracts. Furthermore, RTI observes the intent of Public Law 95-507 and FAR 52.219-9; our team makes partnering decisions within the context of the economy, good business practice, and the best overall value to RTI's clients. RTI asks SBs to submit a complete company profile using

RTI's Partner Link-Up System (PLUS) as the first of several steps in our partnering process. RTI highly recommends that SBs take additional steps including, but not limited to, all the following:

- +gain a deeper understanding of RTI and our clients' needs and missions
- +follow the U.S. Government's acquisition process and meet the basic regulatory subcontracting requirements
- +build relationships with RTI's and clients' technical leaders
- +partner with other SBs, if needed.

In the pre-solicitation phase, we encourage all SBs to undertake the following actions:

- identify and pursue future teaming opportunities that are suitable to their past performance and capabilities
- +leverage RTI's automated news release announcements
- +follow RTI through social media outlets such as LinkedIn, Facebook, Twitter, and YouTube
- +participate in industry and SB events attended and/or sponsored by RTI
- +explore RTI's commercialization opportunities
- +contact RTI's Small Business Office for assistance, guidance, and training
- +collaborate with RTI's business developers on long-term teaming initiatives and on prime or +subcontracting opportunities.

Finally, we ask SBs to alert RTI about pre-solicitation set-aside opportunities in which RTI may have an interest in being the subcontractor to the SB. For example, RTI has been a subcontractor under a SB in more than 100 federally funded contracts. This Subcontracting Plan documents the steps that RTI takes in compliance with the required good faith effort to achieve RTI's SB subcontracting goals. RTI is willing to negotiate these activities with the Contracting Officer prior to approval of the Plan, and RTI understands that the approved Plan will be a material part of any resulting contract.

**Attachment "A" to USAID's Subcontracting Plan Template
Small Business Participation Plan
Research Triangle Institute (RTI)**

Solicitation Number: SOL-OAA-16-000179

Total % of contract to be subcontracted (regardless of firm/entity): ██████████

USAID's FY 2017 Goals= 18.00% 5.00% 5.00% 0.00% 3.00% 3.00% 0.00%

Proposed Subcontractor Name (if known)									Description of Services and/or Supplies to be Subcontracted
John Hopkins University									
Premise									
Mobile Accord, Inc.									
WI-HER, Inc									
London School of Hygiene & Tropical Medicine									
Tulane University									
Avenir Health									
Swiss Tropical and Public Health Institute									
Tropical Health, LLP									
RTI International									
Total Percentage									

*Note: The total percentage for the socio-economic category must match the total percentage provided on the Subcontracting Plan. For example, if you reflected 17% for Small Business on the Subcontracting Plan, your total for Small Business on this sheet must also total 17% for Small Business.

Per the samples above, count all applicable categories for each firm you list. Note that all SDVOSB firms are also VOSB firms. However, not all VOSB firms are also SDVOSB firms.

The SBA will provide USAID's FY 2016 Small Business Subcontracting Goal after the start of FY 2016. At that time, this template will be revised to reflect them. Until that time, assume the same goal as FY 2015.

Information Concerning Work-Day, Work-Week & Paid Absences

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]