



Issuance Date: May 22, 2020
Questions Due Date and time: May 28, 2020 at 1500 local Juba time
Closing Date and Time for Proposals: June 30, 2020 at 1500 local Juba time

SUBJECT: Request for Proposals (RFP) No. 72066820R00004, Education for Peace, Recovery, and Resilience (EPRR)

Dear Prospective Offerors:

The United States Agency for International Development (USAID) in South Sudan is seeking proposals to expand access to learning opportunities in a safe and protective learning environment, while reinforcing resilience efforts and recovery trends for children and youth most affected by conflict, as described in the attached RFP.

USAID anticipates awarding a single Cost Plus Fixed Fee (CPFF) Term Contract. USAID anticipates that the total level of effort will be 28,160 days over the three (3) year period of performance.

USAID invites all interested and responsible organizations to submit offers in accordance with the requirements of this solicitation. USAID will conduct this procurement as a full and open competition under which any type of organization may submit a proposal. The procedures set forth in Federal Acquisition Regulation (“FAR”) Part 15 will govern the procurement. The competition will utilize a Highest Technical Rated with Fair and Reasonable Price and Realistic Cost (HTR) process, not a tradeoff process. In this process, USAID is concerned with getting the best technical solution that has a fair and reasonable price and realistic cost. There will not be a tradeoff to justify paying a premium for a higher technical rated proposal. Offerors must carefully review Sections L and M of this RFP for details of this process. All types of organizations are eligible to compete.

The principle geographic code for this contract is 935 and the North American Industry Classification System (“NAICS”) Code is 541990.

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Offerors must also carefully review Section M - Evaluation Factors. Proposals are to be submitted to USAID/South Sudan no later than the closing date and time stated above, to the email address designated in Section L for receipt of proposals. If the proposal is received after the closing date and time, or if it is incomplete, it will not be accepted nor considered unless authorized by the Contracting Officer pursuant to FAR 15.208.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any costs incurred in the preparation and submission of a proposal. Award of a contract under this RFP is subject to availability of funds and other internal USAID approvals. Furthermore, USAID

reserves the right to reject any and/or all offers if such action is considered to be in the best interest of the Government.

All questions, comments, and/or requests for clarifications must be sent in writing to mcapobianco@usaid.gov and skgeorge@usaid.gov no later than the date and time indicated above.

This RFP can be viewed and downloaded from <https://beta.sam.gov>. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same website. USAID advises interested parties to regularly check the above websites for amendments.

Thank you for your interest and we look forward to your participation.

Sincerely,

/s/

Michael Capobianco
Contracting Officer
USAID/South Sudan

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 85	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72066820R00004		4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)		5. DATE ISSUED 09/30/2020
7. ISSUED BY USAID/South Sudan 4420 Juba Place Washington DC 20521-4420 00000		CODE 720668	8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 C local time 04/10/2020
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Susan George	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS skgeorge@usaid.gov
		AREACODE +21	NUMBER 191-2117	EXT. 893	

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 0 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND COST/PRICES

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and services as described in detail in Section C, Statement of Work, for the implementation of the USAID/South Sudan Education for Peace, Recovery, and Resilience (EPRR) Activity.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost Plus Fixed Fee (CPFF) term type contract. For the consideration set forth in the contract, the Contractor shall provide the level of effort (LOE) specified.

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

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$TBD. The fixed fee for the contract period, if any is \$TBD. The estimated cost plus fixed fee, if any is \$TBD. The total estimated contract ceiling is \$TBD.
- (b) Within the amounts in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$TBD. The Contractor must not exceed the aforesaid obligated amount in accordance with the Limitation of Funds Clause, FAR 52.232.22.
- (c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 CONTRACT BUDGET AND CEILING

Item No	Description		Amount
CLIN 001	Technical Assistance – Level of Effort	Estimated Cost	TBD
	Construction Services		\$10,000,000
		Fixed Fee	TBD
		Total Estimated Cost plus Fixed Fee	TBD
Total Contract Ceiling			TBD

B.5 INDIRECT COSTS

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

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

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

B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

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

Description	2020	2021	2022	2023	2024
TBD	__%	__%	_%	_%	_%

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

B.7 PAYMENT OF FIXED FEE

Payment of fixed fee will be made upon receipt of a proper invoice. Fee will be paid as a proportion of LOE delivered.

B.8 KEY CONSIDERATIONS FOR DEVELOPMENT IN A DYNAMIC ENVIRONMENT

Due to the extremely fluid nature of the South Sudan development context, including recent civil wars, ethnic violence, and now tentative peace, USAID/South Sudan must be able to adapt to changing circumstances on the ground. Adaptive management will be required from the implementer in order to maintain, sustain, or expand development gains achieved through activity implementation.

The contractor must anticipate the need to adapt to changing conditions on the ground either of a positive or negative nature in order to achieve the contract's objectives. These objectives are defined in Section C.

Implementation of these changes will be governed by FAR 52.243-2 (Alternate I) Changes Cost Reimbursement. The changes must be within the general scope of this contract.

These changes will be made to address changing circumstances in South Sudan. Examples of the circumstances include but are not limited to:

- Data indicates and the Mission Director determines in writing that there is a high probability of a crisis developing in the operating environment, requiring adjustments to ongoing programming.
- Data indicates and the Mission Director determines in writing that there is a high probability that peace will continue, and the operating environment will stabilize, requiring adjustments to ongoing programming.

The purpose of this section is to inform the contractor of the very fluid nature of development work in South Sudan and the likely need to adapt to changing circumstances while still achieving the contract's objectives. There may be other needs that require the use of the changes clause but the extreme fluidity of the operating environment in South Sudan warrants this section in order to increase the probability of success in achieving the contract's objectives.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

C.1 TITLE OF ACTIVITY

Education for Peace, Recovery, and Resilience (EPRR)

C.2 PURPOSE

The purpose of the Education for Peace, Recovery, and Resilience (EPRR) activity is to expand access to learning opportunities in a safe and protective learning environment, while reinforcing resilience efforts and recovery trends for children and youth most affected by conflict.

C.3. BACKGROUND

South Sudan has the highest rate of children out of school at 72%, according to UNESCO's Global Initiative for Out of School Children report released in 2018. Children and youth in South Sudan face numerous challenges in accessing education from persistent issues like distance to school, poverty, and cultural practices to those directly related to the conflict. The escalation of violence and displacement in July 2016 aggravated an already difficult education environment, with increased dropouts and low enrollments. Many of these children have also been affected psychologically as they experienced and witnessed violence, are forced to flee their homes, and adapt to living in confined housing in Protection of Civilian, Internally Displaced People (IDP) and refugee sites. There are persistent obstacles to increasing access and improving the quality of learning outcomes, and these have been exacerbated by the impact of the violent conflict. This project will increase access to emergency education in a safe and protective schooling environment for children and youth of 3 to 18 years who have been directly affected by the conflict either as IDPs, returnees, or host community members.

USAID in South Sudan:

USAID South Sudan is a resilience-focus country. To enhance resilience, this project will collaborate and link with other projects in the Partnership for Recovery and Resilience (PfRR) partnership areas in addition to shifting focus as emergency education needs arise in areas with IDP and returnee populations.

The Transitional Objective 1 of South Sudan's Operational Framework (2017-2020), is to promote recovery with resilience. This education activity will align with this objective specifically contributing to the Sub-Intermediate Result 1.2 that supports the increased utilization of education services that elevate learning and wellbeing.

EPRR will also align with USAID's Education Policy priorities below:

1. Children and youth, particularly the most marginalized and vulnerable, have increased access to quality education that is safe, relevant, and promotes social well-being.
2. Children and youth gain literacy, numeracy, and social-emotional skills that are foundational to future learning and success.

C.4 THEORY OF CHANGE

Targeting conflict-affected children and youth:

If safe learning spaces are increased, support provided for teachers to teach literacy and numeracy, classroom instruction improved, psychosocial support services increased at school, and peace building approaches integrated into the teaching and learning process, and parent-teacher associations have capacity to manage schools and school communities support schooling for their children,

Then, targeted children and youth will have access to a safe, protective learning environment and will achieve improved learning outcomes and psychosocial well-being.

C.5 OBJECTIVES

The contractor, through its work and activities in the contract, must expand access to learning opportunities for children and youth in a safe and protective environment, while reinforcing resilience efforts and recovery trends. EPRR will focus on supporting education that improves literacy and numeracy, while building resilience and recovery through a safe school environment, mitigating the effects of violence in schools, as well as supporting teachers to apply conflict-sensitive and trauma-informed teaching approaches. Using scenario planning as an integral part of all annual work plans, the activity will focus on IDP camps and settlements, areas of return, aligning with the multi-donor Education Cannot Wait focus areas and the PfRR partnership areas, depending on the operating scenario and needs during implementation.

C.6 TECHNICAL ASSISTANCE

To achieve the objective, the contractor must perform work under four components. All the contractor's interventions must be approved by the Contracting Officer's Representative (COR) via the annual work plan (AWP). The AWP is a living document and can be amended as needed with the approval of the COR. The AWP must outline the implementation process and detail activity schedules, resource requirements, roles and responsibilities, monitoring, reporting and review procedures. Quarterly monitoring of milestones which are identified in the AWP must be conducted by the contractor with progress being reviewed monthly and reported quarterly to the COR.

There are four main components to this contract:

- Increase access to equitable learning opportunities for boys and girls
- Improve learning outcomes through enhanced literacy and numeracy instruction
- Enhance recovery and resilience through psychosocial support and peace building activities
- Increase the capacity of communities especially the Parent Teacher Associations (PTAs) and School Management Committees (SMCs) to support education and increase ownership to maintain the facilities

Component 1 - Increase access to equitable learning opportunities for boys and girls

Under this component, the contractor must provide teaching and learning materials, including supplemental reading materials for learners and teachers. The contractor must enroll 400,000 learners through the three-year implementation period. The contractor must consider the varied cultural and movement patterns among different ethnic groups in the country.

The contractor's work under this component must include, but is not limited to, the following:

- Conducting education risk and context assessment and risk mapping for schools and school communities.
- Conducting rolling assessments to inform expansion plans.
- Implementing activities that promote school safety (A minimum checklist for safe schools is attached).
- Providing teaching and learning materials including supplemental materials.

All planning under this contract must integrate scenario planning (see C.9). Under a positive scenario of relative stability, this component must include, in feasible localities, increasing access via existing non-governmental schools through a voucher or similar arrangement to ensure affordability.

Component 2: Improve learning outcomes through enhanced literacy and numeracy instruction

Under this component, the contractor must recruit, incentivize, and train volunteer teachers to teach literacy and numeracy.

The contractor's work under this component must include, but is not limited to, the following:

- Training volunteer teachers to teach literacy and numeracy.
- Implementing activities to support a reading culture.
- Providing on-going mentoring to volunteer teachers.
- Providing incentives to volunteer teachers as appropriate, based on the teacher incentive pay structure.

Component 3: Improve recovery and resiliency through enhanced psychosocial support and peace building activities

Under this component, the contractor must train teachers and parent-teacher association (PTA) members to apply psychosocial-informed, conflict-sensitive and peace building approaches to the teaching and learning process.

The contractor's work under this component must include, but is not limited to, the following:

- Equipping teachers and PTA with skills to provide others with psychosocial support knowledge and skills.
- Supporting teachers to apply psychosocial informed approaches to the teaching and learning process.
- Supporting teachers and PTA to roll out peace building and life skills activities at beneficiary schools.
- Providing materials to support psychosocial support, peace building and life skills activities.
- Implementing peace building activities at the school

Component 4: Enhance the capacity of communities, especially the PTAs/SMCs, to support education

Under this component the contractor must strengthen the capacity of PTAs and community members to support education.

The contractor's work under this component must include but is not limited to:

- Establishing PTAs/SMCs in areas where the contractor is working.
- Training PTAs/SMCs on roles and responsibilities of PTA members.
- Training PTA/SMC members to support school activities including mobilizing parents to send their children to school
- Working with communities to track attendance and understand reasons for dropouts
- Supporting PTAs/SMCs to manage school parent and open days
- Strengthen PTAs/SMCs to support, operate, and sustain the education facilities beyond the life of the project

C.7 MONITORING AND EVALUATION

EPRR will contribute towards the achievement of Transitional Objective (TO) 1 under USAID/South Sudan's Operation Framework: "Promote Recovery with Resilience." The EPRR project will specifically support TO 1.2, which supports "Increased utilization of education services that elevate learning and wellbeing." The specific objective of the EPRR project is to "expand access to learning opportunities in a safe and protective environment while reinforcing resilience efforts and recovery trends."

To support evidence-based implementation decisions, track progress and demonstrate achievement of the above objectives, the contractor must design and/or adapt and use tools including, but not limited to:

- Tools for assessing progress in math and literacy
- Psychosocial and trauma awareness assessment tool
- Rolling Assessments and/or education risk/context assessment tool

These tools must be a part of the contractor's Monitoring, Evaluation, and Learning (MEL) Plan. Within the MEL Plan, the contractor must describe the processes and tools for tracking progress and results. The MEL Plan must include a list of indicators, including mandatory Foreign Assistance Framework Standard Indicators. The contractor must work with the COR to select specific indicators and targets and establish baseline data at the outset of the contract against which subsequent performance will be measured. The contractor must track indicators within the MEL Plan (described further in Section F).

USAID/South Sudan may decide to conduct a performance evaluation of this activity or this activity within the Mission's larger resilience effort. In such a case, the contractor must comply with USAID requirements regarding the evaluation, including selection of sites/beneficiaries, collection of data, and work closely with USAID and the Evaluation Contractor to complete the evaluation.

Activity Location Data

USAID/South Sudan uses global information system (GIS) data to support informed decision making and increase the use of evidence to affect decisions and resource allocations across the portfolio. The contractor must submit activity location data, including GIS data, for all development interventions, unless otherwise directed by the COR or the Contracting Officer. The frequency and format of submissions will be determined in consultation with the COR. This includes GIS coordinates for specific locations (e.g. x & y coordinates and/or polygons) as well as state, county, and boma names. Activity Location Data must be collected and submitted according to ADS 579saa and 579mab (including guidance regarding GIS information format) and the laws of the Republic of South Sudan.

C.8 SCENARIO PLANNING

Given South Sudan's current operating context, all planning under this contract must be conducted with an analysis of three possible scenarios: 1) Worst Case: widespread violence or outright war that makes it difficult to access most of the country and limits the USG footprint in Juba—potentially impacting USAID's management capacity; 2) Status Quo: most likely scenario for this strategy—chronic, localized conflict and periodic larger pockets of violence that can cause internal displacement. Most South Sudanese and development partners share a general pessimistic, though possibly improving, view of the Unity Government and USAID partners are able to access at least some parts of the country; and 3) Best Case: a shift in USG policy regarding working with the central government enables USAID to more directly support implementation of the renewed peace agreement and government capacity building. The scenario plan must be integrated in all planning activities with suggested activities in a given scenario. All three scenarios must be modified by a pandemic situation (Ebola, COVID-19). When drafting the annual workplan, the Contractor must work with the COR to determine the scenario used to draft that particular annual workplan. If conditions change, the scenario assumption could be revisited and the annual workplan modified accordingly.

C.9 COLLABORATING, LEARNING AND ADAPTING

Under this project, the contractor will generate, capture, analyze, share, and apply information and knowledge, including performance monitoring data, findings from evaluations, research, practice, and experience to;

- Draw lessons learned and strengthen activity implementation.
- Use rolling assessments and /or RERA data to inform expansion and implementation decisions
- Use learning assessment data to inform improvements in literacy and numeracy instruction

To facilitate coordination, USAID/South Sudan may convene semi-annual meetings, particularly with regard to PfRR implementation or Education Implementing Partner meetings, which may include sharing work plans, best practices, challenges, opportunities and lessons learned. The contractor will be required to attend these meetings and collaborate with other partners.

C.10 CROSS-CUTTING REQUIREMENTS

Partnerships

The contractor must establish different partnerships under the activity (for example, partners providing WASH, school feeding, girls education, etc.). In areas where the multi-donor Education Cannot Wait operates, the contractor must align with that program and build partnerships. There is no required number of partnerships, but a strong commitment to a partnership-based approach is necessary for activity success. Additionally, as there are other donors and actors working in this field and on these issues, for all proposed activities, the contractor must coordinate interventions to ensure there is no duplication of effort and that the interventions are complementary to other ongoing activities, both internal to USAID and external to USAID. Where activities occur in PfRR areas, the activity must collaborate with PfRR bodies in those areas and in Juba to ensure coordination with other partners and communities. This will likely include the sharing of work plans and results information.

Construction

The contractor must perform construction services at USAID's direction. These services, and types of construction, include, but are not limited to:

- Construction of temporary learning spaces.
- Construction of water and sanitation facilities.
- Refurbishment of existing learning spaces.
- Improving existing spaces to meet the physical "safe school" standard.

All construction work must be done to the standards specified by USAID and be in accordance with the approved construction implementation plan. All construction work must be done via firm-fixed price subcontracts. The Contractor must perform construction activities and their monitoring in accordance with the approved Initial Environmental Examination (IEE). The Contractor is responsible for implementing all IEE conditions pertaining to activities to be funded under this contract. It is anticipated that no construction site will include work that is more than \$100,000. Prior to any construction activity, the Contractor must receive written agreement from the PTA/SMC that they will operate and maintain the finished work, and the Contractor must certify that the PTA/SMC has the current capacity to do so. If there is no PTA/SMC, the Contractor must establish one and build its capacity to an appropriate level before considering any construction activity, or not do any construction in that area. All construction subcontracts must be full-funded.

The Contractor must undertake engineering and construction components through sub-contracts using a design-bid-build delivery method where architect and engineering (A/E) services and construction works are performed under two separate but complementary subcontracts. The subcontractor that undertakes the A/E services (design and construction bidding support) must provide quality assurance and construction oversight services in the construction phase. A/E subcontractors must be selected based on demonstrated competence and qualifications. In order

to ensure construction activities are performed appropriately under this contract, the Contractor must utilize a licensed A/E firm (licensed in the U.S.). The cost of any design must not exceed 6% of the cost of the associated construction. The Contractor must propose and justify the appropriate contract type for the A/E services when submitting the subcontract consent request.

Monitoring visits during construction activity is critical for overseeing work and progress on construction projects. The Contractor must maintain a schedule of announced and unannounced visits to verify that construction work is carried out at an appropriate level of quality that is stipulated for the activity. The Contractor must visit the construction site at various critical steps in the construction process, such as pouring of a foundation, construction of walls, or roof installation to certify the quality of the work and that specific benchmarks have been attained.

The Contractor must develop a construction implementation plan at the outset of this contract per Section F to ensure that all construction activities are conducted in an organized and appropriate way in accordance with the plan. The Contractor must submit all construction and A/E subcontracts to the Contracting Officer (CO) for consent prior to their award. The Contractor must follow USAID's preferred approach to construction (see ADS 201maw) and follow all required analyses and steps unless granted an exception in writing in advance by the CO. When submitting construction or A/E subcontracts for consent, the Contractor must identify how the Contractor has addressed the principal elements in Section V of the ADS reference. All deliverables from these subcontracts must be provided to the COR and the CO.

[END OF SECTION C]

SECTION D - BRANDING AND MARKING

D.1 MARKING AND BRANDING STRATEGY

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

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

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

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

D.2 AIDAR 752.7009 MARKING (JAN 1993)

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

- c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITTLE	DATE
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required performance objectives or outputs will take place at USAID/South Sudan c/o US Embassy Juba, South Sudan. Or at any other location where the services are performed and reports and performance objectives or outputs are produced or submitted. The Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required performance objectives or outputs.

[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 with the same force and effect as if they were given in full text. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order – Alternate I	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is three (3) years from the date of contract award.

F.3 PLACE OF PERFORMANCE

The place of performance is South Sudan. Using scenario planning as an integral part of all work planning, the activity will focus in the Internally Displaced Camps and settlements, areas of return, focus areas for the multi-donor Education Cannot Wait and the Partnership for Recovery and Resilience focus areas. Expansion of project activities will be based on evidence drawn from rolling assessments as specified in the Statement of Work, depending on the operational scenario and needs during implementation.

F.4 REPORTS AND DELIVERABLES

Performance reports are one of the Contractor's most important deliverables to USAID. They are a primary tool for tracking and managing investment in the Activity. The Contractor must deliver the following reports. The Contractor will allow at least 10 business days for review and comments from the COR on any draft report submission. All reports and plans are subject to written approval by the COR, unless otherwise noted.

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

a. Construction Implementation Plan (CIP)

The Contractor must submit a CIP for CO approval no later than 15 days after award. Once approved, the Contractor must follow all requirements in the CIP and may only deviate upon after receiving advanced written approval from the CO. The CIP must include the standard operating procedures and risk mitigation measures employed by the Contractor for construction related activities throughout the life of the project. The CIP should describe the Contractor's approach to construction activities and be all encompassing to apply to any construction

activities throughout the contract. The CIP must be organized by the different phases of a project (i.e. pre-design, design, procurement, execution, and handover), and must describe the requirements at each of those phases. At a minimum the CIP must include how the Contractor will address/manage the following issues and any associated requirements:

- The process for developing designs, receiving A/E review and approval of designs, and building to designs, including the process for development, reviewing, and submitting "as-builts".
- Process for developing independent estimates. The Contractor is required to develop an independent estimate and submit it to the COR for approval before moving forward on any phase of the project.
- Process for developing and managing schedules. Schedules must be done via the critical path method.
- Permits. The Contractor must receive all required permits before any construction begins.
- Site supervision.
- Quality assurance/quality control requirements.
- Health and safety at site. All health and safety plans must require all workers to wear protective footwear, safety vests, head and face protection, and appropriate clothing, and must have a reporting and tracking system of accidents that are reported to the COR and CO.
- Suspension of work processes.
- Differing sites and how these conditions will be managed.
- Construction changes and claims. The Contractor must engage the CO and receive their approval prior to negotiating and settling any claim.
- Custody of materials
- Building standards/codes. All A/E and construction work must meet or exceed the minimum standards required by South Sudan School Construction Standards 2016 (Attachment 7). Any work found not to meet these standards is considered an unallowable cost.
- Bonding and licensing of A/E and construction firms. All A/E firms must be licensed in the US. All construction work must include a minimum performance bond or guarantee of 10% of the construction subcontract price.
- Design defects and corrective measures. Any design defects must be the responsibility of the A/E firm at no additional cost to the Contractor and are not an allowable cost under the contract.
- Construction management training for site supervisors.
- Inspection and acceptance of key construction phases, including final walk through, punch lists and final acceptance.
- Warranties of work, poor workmanship and retentions. All work must be warranted for one year after acceptance.
- Handover to beneficiaries, including operations and maintenance manuals and training. Prior to any project, the Contractor must obtain written agreement for operation and maintenance of construction by the official PTA representatives.

b. Quarterly Progress and Financial Report

The Contractor must submit a combined Quarterly Progress and Financial Report no later than thirty (30) days following the end of each USG fiscal quarter. The report must reflect the structure of the Annual Work Plan and address at least the following points:

- Activities completed under each planned intervention;
- Activities to be undertaken in the following quarter;

- Outputs accomplished and results realized in the quarter; disaggregated by sex, age and geographical area.
- Any challenges during the implementation period and proposed solutions;
- Lessons learned during the implementation period and proposals on how to apply the lessons;
- Collaboration and coordination with other relevant USAID and donor activities and other partners within the implementation environment;
- Aggregate outputs accomplished and results realized since project inception;
- Budget execution, clearly showing actual versus planned expenditures, and a forecast of the expenditures for the remainder of the project;
- Demonstration of steps taken to analyze the Contractor's own progress against desired results and to devise solutions, propose course corrections, and identify whether new stakeholders should be engaged to ensure activity success;
- Electronic and hard copies of all reports, success stories, and other relevant documents prepared during the quarter (to be submitted as attachments);
- Total funds committed by date by USAID into the Contract;
- Total funds expended by the Contractor to date, including a breakdown to the budget categories provided in the Contractor's cost proposal and between Technical and Administrative services, with additional detail to be provided upon request by the COR;
- Pipeline (committed funds minus expended funds);
- The overall total number of LOE days under the contract; the total number of LOE days utilized to date; and the total number of LOE days remaining (broken down by the labor categories provided in Section F.8).

c. Annual Progress Report

The fourth Quarterly Progress Report must constitute the Annual Progress Report. It is due to the COR on October 31 of each year. It must be a comprehensive narrative report summarizing the previous year's activities and accomplishments using the Annual Work Plan as a starting point, and will serve as a key tool by which USAID/South Sudan monitors the performance of the Contractor. The report must include status of personnel, project activities, and will summarize services delivered and progress towards achieving results identified in the Statement of Work. It must document both successes and failures of the interventions, and discuss reasons for shortcomings and recommend actions to overcome them. It will also include an updated risk assessment examining the project's critical assumptions and associated risks, and recommend changes based on monitoring results. For each action, the Contractor must designate responsible parties and establish a timeframe for completion. The report must also include Annexes as follows:

- A comparison of project accomplishments to date vs. project overall objectives, using qualitative and quantitative data as appropriate.
- Annual financial status reports.
- Project bibliography including reports prepared by Contractor and others.
- A list of all technical assistance activities, including specialist name, purpose and duration of consultation, achievements, and problems encountered.
- A list of all in-country workshops, forums, training organized and numbers of participants.

- A list of equipment and materials purchased, including items purchased, destination of equipment and amount expended.

d. Annual Work Plan

The Annual Work Plan (AWP) will form the basis for activities to be implemented in each year of the contract. For the purpose of the Annual Work Plan, “Annual” is defined according to the U.S. Government fiscal year. The initial work plan covering the first year of the contract period (until September 30th) must be submitted to USAID/South Sudan for approval within 30 days of the award of the contract and must include plans for mobilization and start up. Subsequent AWP’s must be submitted no later than August 31st of each subsequent contract year. This plan must include a description of the activities the Contractor intends to implement during the first year of the contract through September 30, 2021. The Contractor must collaborate with the COR, and consult with key stakeholders, in determining appropriate activities for each year. The Contractor must consult with other partners within the education sector, and other relevant stakeholders during the development of the activities for the AWP. The COR must review the AWP and provide comments within 10 business days of receipt. The Contractor must incorporate these comments and provide a revised version within one week of receiving USAID’s comments. The AWP must include major activities that will be undertaken, rationale behind these activities, anticipated results of these efforts and how they will be measured, projected budget per objective and LOE anticipated, costs of short-term assistance and training to be delivered during the year; the kind and cost of commodities to be provided (if any), and a timeframe for when activities will commence and end. Details of collaboration with other USAID or other relevant donor-funded implementing partners must also be included. The AWP is a living document and modifications may be made. However, major modifications to the AWP are subject to the approval of the COR.

e. Monitoring, Evaluation and Learning Plan

No later than thirty (30) days after award, the Contractor must submit a draft Monitoring, Evaluation and Learning (MEL) Plan together with the AWP. The COR must review the draft and provide comments within 30 days after receipt of the draft MEL Plan. The Contractor must submit a final MEL Plan no later than 15 days after receipt of comments from the COR. The MEL Plan must be updated and revised annually and/or as needed in collaboration with the COR. The MEL Plan must include specific benchmarks and indicators for measuring progress for all activities, and risks and assumptions to be monitored over the life of the contract. The indicators proposed must include Foreign Assistance Framework Standard Indicators and custom indicators suggested by the Contractor. Additionally, the MEL Plan must address how the Contractor will monitor and collect data to measure and demonstrate progress against objectives of the activity. The MEL Plan must also highlight how data collected will show the influence and effectiveness of program approaches and methodologies employed and how the data will contribute toward enhancing understanding of promising practices within the education sector. The MEL Plan must detail methodologies and processes for Collaborative, Learning and Adapting during project implementation. All data must be disaggregated by sex, disability, age, grade level, etc, whenever applicable.

f. Baseline Assessment

No later than ninety (90) days after the MEL Plan has been approved, the contractor must conduct a baseline assessment focusing on IDP/host communities, areas of return, ECW focus areas, and PfRR focus areas to determine project focus areas. The baseline must include a limited scope education risk and needs analysis. The Contractor must provide updates on the baseline assessment over the course of implementation and consider the implications of this assessment for project interventions in quarterly reports and in discussion with the COR.

g. Technical Reports and Developed Materials

The Contractor must provide copies of all technical reports including analyses, policy recommendations, comparative studies, etc. to the COR as these are developed. The Contractor must submit copies to the COR of materials developed under the project including but not limited to, curricula and training materials; evaluation reports, assessment reports, survey reports and conference reports.

h. Demobilization and Disposition Plan

The Contractor must submit a Demobilization Plan to the CO for approval no later than 6 months prior to the end of the Contract. The Demobilization Plan must include an illustrative Property Disposition Plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the CO. Both the illustrative and final Property Disposition Plan must include the inventory schedule required by FAR 52.245-1, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Contractor must describe how all required prime and sub-award audits must be conducted after the demobilization of the Contractor.

i. Final Project Completion Report

No later than thirty (30) days before the end of the contract, the Contractor must prepare and submit one electronic version (as a single MS Word file) of the Contract Completion Report to the COR which summarizes the accomplishments, methods of work used, best practices, lessons learned, and recommendations regarding unfinished work and/or project continuation, and the financial status of the contract. The report must also contain an index of all reports and information products produced under this contract.

j. Quarterly Notification of Changes Certification

No later than ten (10) days after the end of the fiscal quarter, the Contractor must submit a certification to the Contracting Officer indicating that either there have or have not been changes to the contract during the preceding quarter. If there have been changes with notification given per FAR 52.242-7, then the Contractor must summarize the changes in the certification. If there have been changes, but no notification has been given per FAR 52.242-7, the Contractor must

provide the required information per the clause and an explanation why notification was not provided.

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's performance must be conducted in accordance with the performance standards set forth in Section E, the Contractor's overall performance toward achievement of objectives in Section C, and provision of deliverables in Section F and the Contractor's compliance with all other terms and conditions of the contract. Each evaluation will be conducted jointly by the COR and CO and must form the basis of the Contractor's performance record with regard to this Contract and 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 a minimum, the following factors:

- 1) Technical (Quality of products and services)
- 2) Cost Control
- 3) Schedule/Timeliness
- 4) Management or business relations
- 5) Small business contracting (as applicable).
- 6) Others (as applicable) (e.g. late payments to subContractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

F.6 AUTHORIZED WORKDAY / WEEK

Short-term consultants, who are assigned to the contract for less than 120 days at a time, are authorized to work a six-day (6-day) work week (8 hours per day). No overtime or premium pay is authorized. The Contractor must keep the same operating schedule as the US Embassy in South Sudan.

F.7 KEY PERSONNEL

The Contractor must furnish five (5) full-time positions deemed key personnel for the performance of this contract. One of the positions must be a Chief of Party and another a Construction Engineer. The five key personnel must be based in South Sudan. The Contractor must provide the minimum requirements for the position, as well as general roles and responsibilities. Key personnel must have the requisite skill set to implement the approach set forth in Section C, achieve sustainable results, and coordinate and cooperate with a wide range of stakeholders as well as complementary donor-funded programming in the education sector.

The following key personnel are required for the performance of this contract.

1. Chief of Party
2. Infrastructure Program Manager
3. TBD
4. TBD

5. TBD

The key personnel identified above are considered essential to the work being performed under this contract. The Contractor must remain responsible for providing such key personnel for full-time performance for the term of this contract unless otherwise agreed to by the Contracting Officer.

The Contractor must immediately notify the Contracting Officer and the COR of any key personnel's departure and the reasons therefore. The Contractor must take steps to immediately rectify this situation and will propose a substitute candidate for each vacated position. The Contractor must not replace any of the key personnel without the written consent of the Contracting Officer and the COR, whether provided in advance or by ratification.

(Requirements and responsibilities for each Key position will be incorporated upon contract award)

The **Chief of Party (COP)** must act as the primary point of contact with USAID/South Sudan with regard to day-to-day implementation and management matters relating to the contract. The COP must also have overall responsibility for assuring that all assistance provided under the contract is technically sound and appropriate for the needs to be addressed. The COP is also responsible for facilitating communication and close coordination with all stakeholders of the activity. In order to allow for proper implementation and quick adaptive management, the COP must have the ability to speak for and bind the Contractor.

The COP must have:

- at least 10 years' experience in international development;
- at least 5 years' experience managing education projects;
- Prior experience in supervising long-term field staff and short-term U.S., third country, and local experts; and
- a graduate degree or higher in the field of management, international development or a related technical field.

The **Infrastructure Program Manager** must be an experienced and independent professional who helps the project meet its goals and objectives by designing and managing the construction activities in a timely manner. S/he must provide expert guidance to both the COP as well as construction subcontractors.

The Construction Engineer must have:

- at least 10 years' experience in small scale infrastructure development;
- at least 5 years' experience in low-cost, context-appropriate infrastructure design and management of the related procurements;
- a bachelor degree or higher in civil engineering; and.
- be a licensed Professional Engineer in the United States.

F.8 LEVEL OF EFFORT

a) The Contractor must provide 28,160 days level of effort. The Contractor must provide the Level of Effort of all direct charged employee and subcontractor (consultants fall into one of

these two categories) labor for the contract period of performance specified in Section F.2 above excluding A/E and construction subcontracts as part of the \$10,000,000 figure. The level of effort must be organized by labor categories as follows:

Labor Category	Total LOE
CCN	20,160
USN/ TCN	8,000
Total LOE	28,160

b) The number of LOE for any labor category may not be used in any other labor category, unless prior approval by the Contracting Officer has been granted. Once the total LOE for the life of the contract has been fully expended, this contract is complete.

c) The Government is not obligated to reimburse the contractor for any actions which increase total LOE unless such actions have been authorized in writing by the Contracting Officer.

d) LOE is for productive work days. Leave and holidays do not count towards the provision of LOE.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)			
Line Item No.	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
0001	Product/Service	\$XXXX.XX	\$XXXX.XX
0002	Product/Service	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, must 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 must 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 must be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions must also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government must promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government shall make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records-Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Mr. Michael Capobianco
Contracting/Agreement Officer
USAID/South Sudan/OAA
C/O 4420 Juba Place
Washington, DC 20521-4420

Email: mcapobianco@usaid.gov.
Telephone: Mobile +211 912 164 792

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative is [TBD]. A separate Administrative letter issued by the Contracting Officer at the time of contract award will designate the COR. The Contracting Officer will provide a copy of the COR designation letter to the Contractor.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical Directions is defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement

- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the as detailed in Section C.
- (b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents will be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

- (a) The COR will meet at least quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas must be brought to the immediate attention of the Contracting Officer.
- (b) 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. 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.

- (c) Failure by the Contractor to report to the Contracting Office, any action by the Government considered to a change, within the specified number of days waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:
USAID/South Sudan/OFM
Office of Financial Management
4420 Juba Place
Washington, DC 20521-4420
E-mail: payablejuba@usaid.gov

Note: Electronic invoices are required and must be submitted to the email address above. The Final Invoice must be submitted to the Contracting Officer.

G.6 ACCOUNTING AND APPROPRIATION DATA

[TBD]

G.7 INVOICING INSTRUCTIONS

Electronic invoice copies (SF-1034) will be sent to the email address payablejuba@usaid.gov with a copy to the COR's email address. No physical invoices are required nor will be accepted.

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- The SF-1034 must be signed.
- The invoice must provide the bank account details, including the bank account number, the bank name and address, the SWIFT Code and the ABA number.

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is [TBD NAME, TITLE, ADDRESS, PHONE and E-MAIL].

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract, may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences"

<https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO.

H.2 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015-2020

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

a. RATES:

CONTRACT YEAR	PERIOD OF PERFORMANCE	SERVICES	CONSTRUCTION	SECURITY
Base Period	12/1/15-11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17-11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 2	12/1/18-11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 3	12/1/19-11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

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

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.

4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security. Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

b. OBTAINING DBA COVERAGE:

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

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760 Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

c. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

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

d. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.4 LOGISTIC SUPPORT

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

H.5 CONSENT TO SUBCONTRACT

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

Contractor Name Services to be performed [TBD at time of award]

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

All construction and A/E subcontracts require prior Contracting Officer consent.

“Consultants”, unless they are employees of the Contractor, are considered subcontractors and subject to the applicable requirements.

H.6 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The Contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax 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 mean 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 USAID South Sudan

POC: Controller, Office of Financial Management USAID South Sudan
4420 Juba Place
Washington, DC 20521-4420
Email: PayableJuba@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>.

H.7 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

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 makes every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

H.8 752.7007 PERSONNEL COMPENSATION (JULY 2007)

- a) Direct compensation of the Contractor's personnel shall 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(d) or 731.371(b), as applicable.

H.9 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

- 1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
- 2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the USAID Contractor Salary Threshold (USAID CST), as defined in ADS 302, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Return of Overseas Employees:

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

(c) Annual Salary Increases:

One annual salary increase (includes promotional increase) of not more than three (3) percent may be granted according to the Contractor's established policy and practice. Annual salary increases of any kind exceeding these limitations or exceeding the USAID CST may be granted only with the advance written approval of the Contracting Officer.

(d) 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.

H.10 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(a) Definitions. As used in this contract –

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

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

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services

approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

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

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

H.11 752.7032 INTERNATIONAL TRAVEL APPROVALS AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or the COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin / destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract.

H.12 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultant must have English language proficiency to perform technical services.

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.
- In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter will govern.
- 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 USAID/South Sudan and is attached. The Contractor is responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.
- As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contractor 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 must prepare an amendment to the documentation for USAID review and approval. No such new activities may 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 must be halted until an amendment to the documentation is submitted and written approval is received from USAID. •
- When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
 - Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.
 - Integrate a completed EMMP or M&M Plan into the initial work plan.
 - Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.14 ELECTRONIC PAYMENTS SYSTEM

A. 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.

B. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subContractors, or grants under contracts, where applicable.

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

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
- b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
- c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3,000, when payment through an electronic payment system is not reasonably available.
- d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor's written justification, which provides a basis and cost analysis for the requested exception.

D. 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.15 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

- a. Definitions. As used in this clause -"Universal" bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

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

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

- 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 of this contract and general notices through 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.
 - (1) 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 uploads a universal bilateral modification for Contractor review and signature.

Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

- (2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:
 - (i) (A) Verify applicability of the proposed modification to 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 Contracting Officer for signature; Note to paragraph (d)(2)(i): The Contractor must not incorporate any other changes to the IPN Portal modification.

Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; or notify the Contracting Officer that the Contractor declines to sign the modification.

- (3) Within 30 calendar days of receipt of a signed modification from the Contractor, the Contracting Officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the Contracting Officer sign the modification.

H.16 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014)

- (a) Definitions. For the purpose of submissions to the DDL:
 - (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible markup language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
 - (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and

papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subContractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions. The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
- (3) The Contractor must submit the 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.17 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

- (1) Contract Reports and Information/Intellectual Products.
 1. Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance

programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
 - (ii) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
2. Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
 3. Submission requirements. The Contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.
- (1) Standards.
 - (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submissions must conform to current USAID branding requirements.
 - (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
 - (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.
 - (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/recordsmgmt/initiatives/transfer-to-nara.html>).
 - (2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), Contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

H.18 ADS 302.3.5.19 USAID-FINANCED THIRD PARTY WEB SITES (NOV 2017)

(a) Definitions:

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

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

(1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

(2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.

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

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

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

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

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

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at

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

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

H.19 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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 responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

H.20 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.21 EXCHANGE VISITORS AND TRAINING

Definition: An eligible host-country resident or national sponsored by USAID for a learning activity conducted within the U.S., a third country or in-country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the participant) interacts with a knowledgeable professional predominantly for the purpose of acquiring knowledge, skills, or information for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

All Contractors are required to enter all training related data into TraiNET/VCS system. USAID's TraiNET system is a web-based repository that enables the planning and reporting of information on all USAID-funded training and education data. This includes all in-country, third-country, regional, and U.S. training that takes place during each fiscal year. Accurate and complete data entry will allow Bureau of Economic Growth and Trade (EGAT) in Washington D.C. to complete its annual submission to the State Department. This data is also shared with the Congress and other interested parties. It is important that each Mission be able to showcase the short- and long-term training and education that have taken place across its portfolio.

Application of ADS Chapter 252 and ADS Chapter 253: The Contractor must conform to U.S. Government regulations on Visa Compliance for Exchange Visitors, Training for Development, and USAID/South Sudan-specific requirements for processing of J-1 Exchange Visitors. The

Contractor must enter applicable information into USAID’s web-based training information system, TraiNet, for any exchange visitors, participant training, third-country training, or in-country training funded through this contract. Information on Visa Compliance for Exchange Visitors and Participants Training Capacity Development requirements is available in ADS Chapters 252 and 253 at <http://www.usaid.gov/who-we-are/agency-policy>. For assistance and further details on legal restrictions, the Contractor may consult with the COR.

References and Authorities:

1. ADS 252, “Visa Compliance for Exchange Visitors” <http://www.usaid.gov/ads/policy/200/252>
2. ADS 253, “Training for Development” <http://www.usaid.gov/ads/policy/200/253>
3. ADS 206, “Prohibition of Assistance to Drug Traffickers” <http://www.usaid.gov/ads/policy/200/206>

H.22 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

- (a) Before a Contractor (or a Contractor’s employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/Washington Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.
- (b) The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.
- (c) The Contractor is required to include this provision in any subcontracts that require the subContractor or subContractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

H.23 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all

Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems.

USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a Personal Services Contract or a Contractor (employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing.

The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD - 12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the CO.

The Contractor is required to include this clause in any subcontract that requires the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.24 SECURITY

The Contractor must be aware of security conditions in South Sudan, and by entering into a contract, assumes full responsibility for the safety of its employees. Prior to commencing work, the Contractor must ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security. In order to keep abreast of security conditions in South Sudan, the Contractor shall seek information from all available sources, including USAID/South Sudan's Partner Liaison Security Office contractor (PLSO) and other sources as directed by the Contracting Officer, for all areas in which its employees work or travel.

The Contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the Contractor, and that USAID assumes no responsibility for the reliability of such information. The Contractor has sole responsibility for approving all travel plans for its employees and/or his dependents traveling to post if allowed by the Contractor's personnel internal policies. The Contractor is also responsible for immediately notifying USAID/South Sudan and the U.S. Embassy American Citizen Services section in the event a U.S. citizen employee does not return from travel as expected or does not report to work. In the event that USAID requests the Contractor to do so, the Chief of Party (COP) shall assume responsibility for contacting all of its employees. The Contractor must provide to the PLSO, or others as directed by the Contracting Officer, the name, current address, and current home and/or cellular telephone number of the COP and of an alternate designated employee. The Contractor is responsible for ensuring that the information on file with the PLSO is up-to-date so that in an emergency, the COP or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees. The Contractor is requested to notify the PLSO, copying the Contracting Officer, about any changes of the individual listed in the security plan who are considered in-charge of security.

SECURITY PROTOCOL

The Contractor must develop a security plan to safeguard all project operations. The plan is to be implemented and maintained also by all subcontractors (and/or sub-grantees). The security plan will be reviewed by the Contracting Officer in consultation with the PLSO.

The plan must include:

- Procedures for reporting and addressing security threats.
- Procedures for reporting any deaths related to the project.
- Procedures for reporting and addressing any persons missing or kidnapping incidents.
- Name and contact information of security contact person for the head office and regional office(s).
- An internal "cascade" list for communicating with staff, which should be updated/, maintained by the Contractor.

SECURITY REPORTING RESPONSIBILITIES

The Contractor must submit the below reports to the PLSO and other personnel as directed by the Contracting Officer. The type and frequency of these reports may vary with the project scope, location, and criticality. The Contractor must report an Initial Threat Assessments and subsequent changes as often as the situation requires (weekly, bi-weekly, monthly etc.). The Contractor is also required to notify USAID of any security related incident in a timely manner according to the following guidelines:

Incident Reporting

There are various types of Incident Reporting: Serious Incident Report (SIR); Incident Report (IR); Situation Report (SITREP); and any other security related report that may be required by USAID.

Serious Incident Report (SIR)

- An incident that involves the death, injury, kidnapping of Contractor personnel and/or damage to Contractor property.
- An incident that has critically damaged the funded program, such as fire, catastrophic flood, etc.
- Initial SIR must be reported verbally immediately, and no later than 4 hours of the incident occurrence/discovered.
- A Complete SIR must be filed in writing /e-mail within 24 hours of the incident.
- Updated written SIR must continue to be filed in a timely basis (daily, weekly) as long as the situation exists. The timeline will be adjusted as required by the Contracting Officer
- Final Report SIR will summarize the incident, the subsequent happenings and the final resolution.

Incident Report (IR)

- An incident involving accidents, potential harm, suspicious persons or acts, threats or harassing actions against personnel or the program.
- IR should be initially reported by phone immediately, follow up with a written report filed as soon as possible (within 24 hours). After the incident is evaluated, a complete detailed written report must be submitted later than 72 hours after the incident.

Situation Report (SITREP)

- A report that a significant, but not critical action or activity, has taken place that has impacted, or may impact, on the well-being of the personnel or the success of the program.
- This report may describe trends, secondhand information that may have bearing on the project, or impact on future operations.
- There is no pre-determined reporting timeline. The report will be issued as needed and required by PLSO.

Telephonic communication is the preferred method to provide the initial information of an incident. A written report by e-mail must follow as soon as possible within above described guidelines and it shall be as detailed as possible. The report shall follow the format approved in the original Security Plan but at a minimum it shall contain the name of the company, name of the victim(s), date, time, a description of what happened, where the incident occurred, and any other relevant details surrounding the incident. If this is an ongoing incident, progress reports should be submitted in accordance with the guidelines provided in order to keep USAID/South Sudan personnel apprised of the situation.

H.25 HUMAN RIGHTS VIOLATIONS AND SANCTIONS PROGRAM IN SOUTH SUDAN

a. WORKING IN SOUTH SUDAN - U.S. GOVERNMENT POLICY

Work under this contract must be consistent with U.S. Government's (USG) policy toward South Sudan in effect and as notified by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) throughout the life of the award.

b. U.S. GOVERNMENT SANCTIONS

The Contractor must comply with all applicable U.S. Government sanctions, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) under Executive Order 13664, dated April 3, 2014 (South Sudan sanctions) and Executive Order 13818 dated December 20, 2017 (Global Magnitsky sanctions). See also FAR Clause 52.225-13, Restrictions on Certain Foreign Purchases.

c. PRIOR APPROVAL FOR FUNDING OR SUPPORT TO ANY LEVEL OF GOVERNMENT The

Contractor must not provide funding or support under this contract to any level of government in the Republic of South Sudan, including the central government or state or local governments, without the prior written approval of the Contracting Officer.

d. This special contract requirement must be included in all subawards and contracts.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

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 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
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First - Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and	

	Video Surveillance Services or Equipment	AUG 2019
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	OCT 2018
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
52.215-13	Subcontractor Certified Cost and Pricing Data— Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-2	Cancellation Under Multi-Year Contracts	OCT 1997
52.217-8	Option to Extend Services	NOV 1999
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor—Cooperation with Authorities and Remedies	JAN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	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
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
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
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance—Liability to Third Persons	MAR 1996
52.228-8	Liability and Insurance—Leased Motor Vehicles	MAY 1999

52.229-8	Taxes—Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer— System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-3	Protest after Award Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Materials and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
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
52.243-2	Changes—Cost-Reimbursement Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
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
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7, and at the following Web address:

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

NUMBER	TITLE	DATE
752.202-1	Definitions	JAN 1990
752.204-2	Security Requirements	FEB 1999
752.204-72	Access to USAID Facilities and USAID's Information Systems	AUG 2013
752.209-71	Organizational Conflicts of Interest Discovered After Award	JUN 1993
752.211-70	Language and Measurement	JUN 1992
752.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	MAR 2015
752.219-70	USAID Mentor-Protégé Program	JUL 2007
752.222-70	USAID Disability Policy – Acquisition	DEC 2004
752.225-70	Source and Nationality Requirements	FEB 2012
752.228-7	Insurance—Liability to Third Persons	JUL 1997
752.229-70	Federal, State and Local Taxes	DEC 2014
752.231-71	Salary Supplements for Host Government Employees	MAR 2015
752.231-72	Conference Planning and Required Approvals	AUG 2013
752.7001	Biographical Data	JUL 1997
752.7002	Travel and Transportation	JAN 1990
752.7006	Notices	APR 1984
752.7010	Conversion of U.S. Dollars to Local Currency	APR 1984
752.7011	Orientation and Language Training	APR 1984
752.7014	Notice of Changes in Travel Regulations	JAN 1990
752.7015	Use of Pouch Facilities	JUL 199
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
752.7027	Personnel	DEC 1990
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
752.7032	International travel approval and notification requirements	APR 2014
752.7033	Physical Fitness	JUL 1997
752.7034	Acknowledgment and Disclaimer	DEC 1991
752.7035	Public Notices	DEC 1991
752.7037	Child Safeguarding Standards	AUG 2016
752.7038	Nondiscrimination Against End-Users of Supplies or Services	OCT 2016

I.3 752.242-70 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 FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.
- b. During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contractor submits the report or the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

I.4 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

- a. Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- b. Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- c. Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver 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.

I.5 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

I.6 FAR 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within three calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the

Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
 - i. In the contract price or delivery schedule or both; and
 - ii. In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.7 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

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

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

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

Contractors shall submit the above referenced transportation documents to:
 Transportation Division Office of Acquisition and Assistance,
 RRB 7.09-006 US Agency for International Development
 Washington, DC 20523

I.8 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS (OCTOBER 2017)

- (a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.
- (2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.
- (3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) *Reporting Requirement:* to be inserted following the text of the (48 CFR) FAR clause. *Reporting Requirements:* The contractor will submit an annual report on all non- expendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY
 IN CONTRACTOR'S CUSTODY**

[Name of contractor as of (end of contract year), 20XX]

	Motor vehicles	Furniture and furnishings—		Other Government
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				

1. Acquisitions (add):				
a. Contractor acquired property ¹				
b. Government furnished ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID—contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				

¹ Non-expendable property and all mobile IT equipment.²Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment.

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

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

Authorized Signature

I.9 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

b) Prohibition on Abortion-Related Activities.

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

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

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

[END OF SECTION I]

PART III - SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Title	Attachment Number
Budget Template	1
Contractor Employee Biographical Data Sheet – Form No. AID 1420-17	2
Past Performance Information Sheet	3
Initial Environmental Examination	4
South Sudan Strategic Framework Graphic	5
South Sudan Strategic Framework Summary Paper	6
South Sudan School Construction Standards 2016	7

[END OF SECTION J]

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

(2) The small business size standard is \$16.5 million.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying

areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

x (i) [52.204-17](#), Ownership or Control of Offeror.

x (ii) [52.204-20](#), Predecessor of Offeror.

_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

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

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

_ (vii) [52.227-6](#), Royalty Information.

_ (A) Basic.

_ (B) Alternate I.

_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

K.2 FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a “doing business as” name)

K.3 FAR 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

K.4 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract,

or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

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

(d) *Representation*. The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

K.5 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

K.6 FAR 209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further

appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

K.7 FAR 209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K.8 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

K.9 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (JUNE 2018)

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

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

— (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and;

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

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

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this sub-section refer to the entirety of the annual unclassified

report, including any separate reports that are incorporated by reference into the annual unclassified report.

- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
 - (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
 - (i) An inability to certify compliance.
 - (ii) An inability to conclude compliance.
 - (iii) A statement about compliance concerns.
 - (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
 - (4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless–
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
 - (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has–
 - (i) Waived application under U.S.C. 2593e(d) or (e); or
 - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).
- (e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed sub-Contractors, will be obtained before subcontract awards.

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

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

K.12 INSURANCE – IMMUNITY FROM TORT LIABILITY

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

K.13 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

If the Offeror checked "Yes" above, the Offeror shall -

- (i) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice shall be used; and
- (ii) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.14 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
OR STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
FACILITY IF OTHER THAN OFFEROR
OR RESPONDENT

_____	_____
_____	_____

K.15 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles and contact information of the authorized negotiators].

K.16 SIGNATURE

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

Solicitation No.: _____
Offer/Proposal No.: _____
Date of Offer: _____
Name of Offeror: _____
Typed Name and Title: _____
Signature: _____
Date: _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

<http://www.acquisition.gov>

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN THE U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2017
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015

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

The Government contemplates award of a Cost-Plus-Fixed Fee (CPFF), term type contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Michael Capobianco

Contracting Officer
USAID/South Sudan

Local Address and International Address:
Embassy of the United States of America
U.S. Agency for Int'l Development
Attn: Michael Capobianco
Kololo Road, Adjacent to EU Compound Juba, South Sudan

A copy of any protest filed with the agency must be sent to the USAID Assistant General Counsel for Litigation:

Attn. Mr. William Buckhold
1300 Pennsylvania Ave. N.W. 6.06-071
Washington, D.C. 20523
Fax: (202) 712-3058.

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

L.4 GENERAL INSTRUCTIONS TO OFFERORS

a) Multiple Awards: USAID anticipates the award of one (1) contract as a result of this solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

b) RFP Instructions: Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. If an offer does not understand the instructions in this solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for questions mentioned in the cover letter order to obtain an answer in time to meet the proposal deadline. Please note that this RFP utilizes a HTR process, not a tradeoff process. This process is described in detail in Section M.

c) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

d) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Offeror's institution.

e) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer

does not comply with all of the terms and conditions of the RFP and prospective contract:

- 1) Completion of Standard Form 33, Blocks 12 through 18;
- 2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- 3) Submission of the information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

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

L.5 PROPOSAL SUBMISSION

Offerors must submit their proposals via email to Michael Capobianco at mcapobianco@usaid.gov and Susan George at skgeorge@usaid.gov by the stated closing date and time specified in the Cover Letter. Receipt time is when the proposal is received by the USAID Internet server. If a proposal is received on time by at least one of the email addresses above, it will be considered timely. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered. Total email size cannot exceed 5 MB. Multiple emails may be sent to accommodate the proposal size and content. All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. OFFERORS MUST NOT SUBMIT ZIPPED FILES.

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

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

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

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

Questions: All questions and requests for clarification must be received in writing by the date and time and by the contacts indicated on the cover page of the RFP. The written requests for clarifications/questions must contain a subject line, sample: "ABXY, Inc. RFP 72066820R00004."

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

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

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

L.6 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

The technical proposal must be specific, complete, presented concisely, and responsive to the instructions contained herein. It must clearly demonstrate how the offeror will meet the goals and objectives of the activity, and fulfill the Contractor's activity implementation responsibilities.

The technical proposal must be written in English and typed on standard 8 1/2" x 11" paper, single spaced, one-sided, Times New Roman point 12 font size with each page numbered consecutively.

Proposals must adhere to the page limit of 50 pages total. Any pages beyond these stated limits will not be evaluated. **Nothing is excluded from the page limitation.**

Required order:

- Cover Page
- Cover Letter and Executive Summary
- Table of Contents
- Technical Proposal
- CVs for Key Personnel (not to exceed 2 pages for each CV) including 3 references.

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

Technical Approach

Offerors must describe how they will accomplish the work set forth in Sections C.5 and C.6 of this RFP for the entire period of the contract. The proposed approach must be logical, feasible,

and reflect high-impact, high-quality and innovative interventions to achieve the contract objectives. When drafting the technical approach, offerors must assume Scenario 2 (see Section C.8) modified to address COVID-19.

Key Personnel

This section must include the roles and responsibilities of the key personnel positions, the proposed minimum requirements for the additional three key personnel, why the positions are appropriate for the contract, and the CVs for the proposed key personnel.

Draft Construction Implementation Plan (CIP)

Offerors must prepare a draft CIP that conforms to the requirements in Section F and details how the offeror will manage the number of construction activities under this contract.

L.7 COST PROPOSAL INSTRUCTIONS

There is no page limit on the business/cost proposal, except as otherwise stated below. The cost proposal must be submitted in a separate volume from the technical proposal and must contain the following components in the order set forth below.

Part 1 – Letter and Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with Blocks 12 through 18 completed, with the original signature of a person authorized on behalf of the Offeror to sign the offer. Along with the signed form SF 33, the Offeror must also submit a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. Offerors must make their proposals valid for at least 90 days.

Part 2 – Section B

Offerors must fill in all parts of Section B where “TBD” is listed, including the itemized budget and provisional indirect cost rates. Offerors must also propose cancellation ceilings for each year of the contract.

Part 3 – Proposed Costs

(1) General

(i) The Offeror must provide a complete budget, including the budgets for each subcontractor, by cost element utilizing the provided budget template in Attachment 1. All formulas must be displayed and the budget must **not be locked**. The Offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the Offeror’s technical approach.

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

(iii) The Offeror must use the plug figure of \$10,000,000 for Construction. This plug figure includes the cost of any A/E services.

(2) Indirect Cost Information

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

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

- (i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- (ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
 - Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
 - The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

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

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

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

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

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

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

Part 4 – Evidence of Responsibility

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

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

Part 5 - Past Performance

- (1) For contracts not in the Past Performance Information Retrieval System (PPIRS), offerors (including all partners of a joint venture) must use the “Past Performance Information Sheet” (included as Attachment 3) to list past performance information for itself with a cost between \$20,000,000 and \$40,000,000, with a period of performance falling within the last three years,

and involving similar work as in Section C. All applicable fields in Attachment 3 must be completed. **Offerors must not submit past performance information for contracts in PPIRS.**

(2) Provide for each of the contracts the information that is required per Attachment 3 “Past Performance Information Sheet.” USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

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

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

Part 6 - Letters of Commitment (Subcontractors)

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

Part 7 - Branding and Marking Plan

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

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

Part 8 - Portions of Section K not Available Online

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

Part 9 - Employee Biographical Data Sheets for Key Personnel

Offerors must provide Biographical Data Sheets (Attachment 2) for all key personnel. Offerors must also include letters of commitment signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve the project. **USAID discourages the use of exclusive agreements as this limits USAID's ability to receive the best services.**

Part 10 – Disclosure of Lobbying Activities

Offerors must provide Disclosure of Lobbying Activities (SF-LLL). The form is available on GSA's Forms Library at www.gsa.gov/forms.

Part 11 – Security Plan

Offerors must provide an initial security plan for the contract. Although USAID does not prescribe the Offeror's security plans, the following are some of the areas for considerations in developing your security management system:

1. Contextual analysis,
2. Threat analysis,
3. Vulnerability analysis,
4. Contingency planning for relevant emergency situations such as -
 - Abductions or illegal detention,
 - Evacuation,
 - Emergency medical care,
 - Psycho-social support for staff impacted by serious crimes or personal violence,
 - Sexual assault,
 - Armed attack,
 - Reporting and prosecution options, etc., and
 - Risk mitigation measures, which address specific needs based on analysis of proposed program areas.
5. An incident reporting system that meets the requirements in Section H.

American citizen personnel are encouraged to register in the State Department Smart Traveler Enrollment Program (STEP).

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror using a Highest Technical Rated with Fair and Reasonable Price and Realistic Cost (HTR) process outlined in Section M.2 below.

The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Government, although only as non-voting members.

M.2 AWARD PROCESS

This procurement utilizes an HTR process for award, not a tradeoff process. The detail procurement process is below:

1. Proposals are reviewed by a technical evaluation committee (TEC). The evaluation methodology will use an adjectival rating system.
2. The TEC, as part of the documentation, will determine a ranking of proposals from highest to lowest technically rated based on the evaluation.
3. Concurrently with steps 1 and 2, the USAID/South Sudan Office of Acquisition and Assistance (OAA) will evaluate past performance on a satisfactory/neutral/unsatisfactory basis as described below. Any adverse past performance that an offeror has not had an opportunity to address will be dealt with at this stage.
4. If no competitive range is established, OAA will conduct a price analysis to first determine the highest rated offeror's (also referred to as the apparent successful offeror) price as fair and reasonable. The price analysis will utilize the standard deviation methodology. OAA will establish a mean using all proposed prices. If the offeror proposed price falls within one standard deviation of the mean, it will be deemed fair and reasonable. If the offeror's proposed price falls outside of one standard deviation, OAA will further analyze the price to determine whether it is fair and reasonable. If after further analysis, the price is determined not to be fair and reasonable, and a competitive range is still not needed, OAA will then do the same with the next highest rated offeror until reaching the highest rated offeror with a fair and reasonable price. Concurrently, OAA will perform a targeted cost realism analysis on every offeror. As direct labor is the principal cost driver of the provision of LOE, cost realism will be done only on an offeror's direct labor. Adjustments from this analysis will be applied to other costs that are derived from direct labor (e.g. indirect costs). If significant cost realism adjustments are necessary and the CO determines that the price is unrealistic, OAA will then move to the next highest rated offeror with a fair and reasonable price. This will be repeated until it results in an award to the highest rated offeror with a fair and reasonable price and realistic cost.

5. If a competitive range is established, OAA will conduct a price analysis on all offerors proposed to be included in the competitive range to determine their proposed prices as fair and reasonable using the process in #4. If an offeror's price is not found fair and reasonable, they will not be included in the competitive range. OAA will also conduct a cost realism analysis using the process in #4. If significant cost realism adjustments are necessary and the CO determines that the price is unrealistic, the offeror will not be included in the competitive range. Discussions will then be held with offerors in the competitive range. Discussions will not include price/cost issues other than whether the offeror was within the standard deviation, is above or below the mean, and any probable cost adjustments made during the cost realism analysis. Once revised proposals are received, steps 1-5 are repeated until there is a highest rated offeror with a fair and reasonable price and realistic cost. This is the apparent successful offeror.

M.3 TECHNICAL EVALUATION CRITERIA

Technical Proposals will be evaluated according to the below three factors. The first two factors are equally weighted. The third is more important than the first two.

Technical Approach: The quality of the technical approach and the extent to which it will successfully implement the requirements of Sections C.5 and C.6.

Key Personnel: The quality and appropriateness of the proposed key personnel for the proposed positions.

Draft CIP: The quality of the draft CIP and how likely it will lead to effective and accountable execution and management of construction activities.

M.4 EVALUATION OF PAST PERFORMANCE

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

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

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

(c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement.

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

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

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

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

(f) Past performance will not be scored and will be evaluated on a "Satisfactory / Unsatisfactory/ Neutral" basis.

Offerors determined to have unsatisfactory past performance will be ineligible for award.

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

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

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

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

M.5 COST/PRICE EVALUATION

Cost/price will be evaluated in accordance with Section M.2 above.

M.6 DETERMINATION OF COMPETITIVE RANGE

A competitive range may be established, though the Government intends to award without discussions. The competitive range of Offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c). Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

[END OF SECTION M]

[END OF RFP #72066820R00004]