



REQUEST FOR PROPOSAL (RFP)

USAID Makanati Women's Economic Empowerment and Leadership

TO: Potential Bidders

FROM: Sarah Dahnke, Project Director
Nathan, a Cadmus Company
USAID Makanati Women's Economic Empowerment and Leadership
Activity
Contract No. 72027822C00001

ISSUANCE DATE: 19 September 2023 (GMT+7)

DEADLINE FOR RECEIPT
OF QUESTIONS: 8 October 2023, 5:00 PM Amman Time

SUBMISSION DATE: 17 October 2023, 5:00 PM Amman Time

RE: **Development of Feasibility Study on Childcare Options for the Private / Tourism Sector in Jordan**

USAID Makanati Women Economic Empowerment Activity is seeking technical and price proposals from eligible firms to deliver the Development of Feasibility Study on Childcare Options for the Private / Tourism Sector. Nathan, a Cadmus Company (Nathan) is a subcontractor to EnCompass LLC under the U.S. Agency for International Development-funded Makanati Women's Economic Empowerment and Leadership Activity in Jordan.

Nathan intends to award a **firm fixed price** contract for this activity with an estimated start date of 8 November 2023. The total estimated value of this RFP is up to USD 70,000 if applicable.

This RFP is open to qualified companies as defined in the technical instructions (note the geographic limitation).

All potential offerors are also informed that the contractor that is awarded a contract issued pursuant to this RFP will not be eligible to participate in any subsequent RFPs

that involves evaluation of work done under this RFP, or any other activity that may result in conflict of interest because of the work performed under this RFP.

Technical and price proposal requirements, as well as proposal evaluation criteria, are outlined in **Annex A**. Nathan intends to make a contract award to the responsible Offeror whose proposal represents the best value to the U.S. government.

Proposals are due in electronic copy only, in MS Word, MS Excel, and/or PDF formats, by 17 October 2023 Amman time. Tables or charts in MS Excel format should be labeled appropriately. The email must not exceed 5MB in size. Technical and price proposals need to be submitted in separate electronic files and emailed to MakanatiApplications@cadmusgroup.com.

Price proposals should include filled out and signed documentation attached in **annexes B, C and D**. All offerors should also review information included in **annex E** (relevant regulations).

Questions regarding this RFP are due in electronic copy by 8 October 2023, Amman time. They must be emailed (no phone questions will be accepted) to MakanatiApplications@cadmusgroup.com. Potential bidders who do not submit questions should send an email with their contact information if they wish to receive copies of answers. All questions and responses will be circulated to all offerors who ask questions and to those who register.

This RFP, including this cover letter, in no way obligates Nathan to award a contract nor does it commit Nathan Associates to pay for any costs incurred in the preparation and submission of a proposal in response hereto. Furthermore, Nathan reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

Sincerely,



Sarah Dahnke, Project Director
Nathan, a Cadmus Company
USAID Makanati Women's Economic Empowerment and Leadership Activity

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TECHNICAL INSTRUCTIONS

Feasibility Study on Childcare Options for the Private Sector

Approx. Start Date: 8 November 2023
Approx. End Date: 21 February 2024

BACKGROUND

In November 2021, the United States Agency for International Development (USAID) Mission to Jordan awarded EnCompass LLC (prime) and its partners the five-year Women’s Economic Empowerment and Leadership Activity, which is now officially known as USAID Makaanati Women Economic Empowerment and Leadership Activity hereinafter to be referred to as USAID Makaanati. The purpose of USAID Makaanati is to contribute to improving women’s access to waged employment and leadership opportunities in Jordan. This will be done through three interlinked and equally important objectives:

- Improve women’s access to jobs in the private sector and leadership opportunities in the private and public sectors.
- Improve supported perceptions, practices, and advocacy; and
- Stimulate and enforce more equitable, safe, and accessible working environments.

USAID Makaanati will leverage the interconnectedness of workplace, individuals, community, and government to create Champions of Change that help to establish pathways through which social change and economic opportunities lead to a systemic shift from women’s exclusion to inclusion in market systems. These shifts include:

Targeted government policy reforms that support equality and equity in workforce participation for women.

Inclusive company policies for hiring, retaining, and promoting women in the workplace; and,

Access to both soft and hard skills training to build confidence and strengthen demand-driven skills to enable women to compete for employment.

Address barriers to women’s economic participation such as transportation, sexual harassment in public places, and care services

Makaanati Values:

All efforts undertaken in partnership with Makanati must align with the four core themes under the Makanati Values to Recognize, Communicate, Act, and Inspire in support of dignified and rewarding economic participation and employment of women in the private sector as well as professional leadership opportunities in both the private and public sectors.

Value 1 Recognize: to diagnose, understand, and acknowledge the socio-cultural, economic, business and market-related opportunities, motives, and barriers facing women in economic participation, employment, and professional leadership.

Value 2 Communicate: to speak up, empower, and support women in economic participation, employment, and professional leadership, especially in the private sector.

Value 3 Act: to take concrete steps toward supporting an enabling and empowering environment that contributes to waged, rewarding, and dignified employment and career progression/leadership for women.

Value 4 Inspire: to promote the voices of role models, positive deviants, women leaders, male champions, and youth to build community, family, and employers' support for women's employment, economic participation, and professional leadership.

USAID Makanati and the Jordan Hotels Association (JHA) signed a Memorandum of Understanding in June 2023 with the aim of fostering a more diverse and inclusive culture, particularly in the hospitality sector. The collaboration is expected to facilitate the hotel industry's commitment to workplace gender equality, in line with the Makanati Values, and develop a better and more enabling workplace environment.

Key factors in the enabling environment for women's access to the workplace include safe and reliable transportation to and from work and improved access to care services for children, the elderly, and other family members. These services remove critical structural barriers to women's employment and positively impact employers. For instance, affordable and quality childcare for employees can contribute to reduced turnover and absenteeism and improved productivity.¹

ABOUT THE ASSIGNMENT

USAID Makanati intends to engage a service provider to support JHA by conducting a feasibility study to explore the possibility of its members providing childcare services for their employees. This study will assess the demand for childcare services, evaluate the potential costs and benefits, and explore potential partnerships with local

¹ https://www.ifc.org/wps/wcm/connect/cd79e230-3ee2-46ae-adc5-e54d3d649f31/01817+WB+Childcare+Report_FinalWeb3.pdf?MOD=AJPERES&CVID=IXu9vP-

childcare providers. The objective of the study is to determine practical and feasible childcare solutions that can inform the implementation of childcare within the hotel sector in Jordan, helping to further support gender diversity and inclusion in the sector. The geographic focus of the study should be Amman, Aqaba, Petra, and the Dead Sea, as well as other locations where groups of hotels are present, serving international and/or local guests.

The study should explore two main childcare solutions:

- 1) Pooled approach to childcare whereby several hotels come together and jointly use one centralized childcare service (which could include childcare for both employees and hotel guests); and
- 2) Subsidized childcare benefits for employees.

The study should:

- Explore variations on the operating model for each of the childcare solutions, such as a scale or range of enrollment (i.e., numbers of children it can accommodate), eligibility criteria, and different ways to pool.
- Lay out the logistical considerations for each solution including infrastructure and site requirements as well as staffing requirements and options for management structure. Division of staff and administrative responsibilities for pooled childcare should be examined. Utilization of a third-party childcare provider or agency may be explored. Practical considerations such as opening hours should also be explored.
- Document the legal, compliance, licensing, insurance, and tax requirements, implications, and/or elements such as the shared liability and structure of an agreement amongst hotels pooling together.
- Explore, examine, and verify the financial viability of each childcare solution. This should include but is not limited to documenting the upfront costs of investing in the solution, the cost to run and maintain it, the cost to employees, as well as possible cost-sharing measures. Various cost structures for subsidized benefits (such as employer subsidizes a percentage versus employer matches what the employee pays, or vouchers versus reimbursement) as well as pooled childcare (such as minimum number of hotels required for cost efficiency) should be explored. All cost information should clearly specify the items included under those costs. Several financial scenarios should be explored.
- While not the focus of the study, any anticipated profit, return on investment, or other positive effects (such as reduced employee turnover) associated with the childcare solution should be estimated.
- Provide actionable and evidence-based recommendations, grounded in the legal and regulatory context, that hotels can practically implement to meet childcare needs. Recommendations should be tailored by geographic location (for instance, subsidized childcare should not be recommended if the location lacks a well-developed childcare market). Recommendations should include

technical and financial viability as well as a step-by-step guide on how to begin implementation of each proposed solution.

The intended outcome of the study is to equip JHA and its members with tangible and practical childcare solutions that they can select from and subsequently implement with little to no further research required.

PHASES OF THE STUDY

The vendor is expected to undertake key responsibilities and tasks throughout six main phases, as outlined below.

Phase 1 – Desk Research

- Conduct desk research on childcare solutions and best practices, as well as childcare-related policies, regulations, and legal requirements pertaining to the private sector. (Makanati will provide legal assessments and studies conducted to date to draw upon.)

Phase 2 – Inception & Research Plan

- Develop an inception report, including a detailed work plan, timeline, research plan, draft research tools (including a key informant interview guide, focus group questions, a list of relevant stakeholders and hotel representatives with their contact details to be interviewed), and high-level report outline.

Phase 3 – Primary Research

- Conduct focus groups with hotels in targeted areas in Amman and the Dead Sea in coordination with the Jordan Hotels Association, outside of Amman, such as in Petra in coordination with the Petra Development & Tourism Region Authority (PDTRA) and in Aqaba in coordination with the Aqaba Special Economic Zone Authority (ASEZA), to determine needs (including demand) and obtain information on the status, motivations, and openness to childcare services.
- Conduct key informant interviews with business owners, general managers of hotels, hotel employees, childcare agencies, and others as needed within targeted areas.
- Coordinate with JHA to incorporate information and input from JHA members to ensure that the study is contextualized and grounded in the realities of member hotels.

Phase 4 – Market Research (technical and financial viability)

- Conduct market research, including looking at current childcare solutions on the market and real examples of aspects of each of the solutions examined, and determine the technical and financial viability of childcare solutions.

Phase 5 – Report Drafting & Consultation

- Draft an informative, easy-to-read, useable report presenting each recommendation and its financial viability.
- Incorporate feedback and input from a range of stakeholders.
- Finalize the report.

Phase 6 – Report Presentation and Dissemination

- Prepare a PowerPoint Presentation and present it to USAID, the Jordan Hotels Association, key stakeholders, and hotel representatives. The presentation should highlight the main sections of the final report and emphasize key findings, focusing on actionable recommendations for the proposed childcare solutions.
- Prepare a dissemination plan to share the results of this study among JHA members.

KEY DELIVERABLES

The selected vendor is expected to complete the following deliverables:

- Draft report synthesizing the desk, primary, and market research that clearly articulates the findings and provides recommendations with associated technical and financial feasibility analysis of several childcare solutions.
- An inception report as described above.
- Final report sufficiently incorporating one or several rounds of feedback of USAID and Makanati (including a clean final version and a marked-up, changes-tracked version with responses to all comments).
- Provide summary report for the study findings and recommendations in Arabic.
- PowerPoint Presentation on the key findings and recommendations.
- Presentation to USAID, the Jordan Hotels Association, key stakeholders, and hotel representatives.
- All research records, including detailed notes with a summary and contact details for all participants from key informant interviews and focus group discussions.

All deliverables should be in English Language and in USAID Makanati’s templates in accordance with USAID branding and marking.

EXPECTED TIMEFRAME

The assignment is expected to take place 8 November 2023 – 21 February 2024. The below table outlines the envisioned timeline:

Deliverable or activities	Timeframe
Kick-off call with Makanati	Within 3 days of signing the contract
Action plan	Within 5 days of signing the contract
Inception report	Within 10 days of signing the contract
Desk research	Within 30 days of signing the contract
Key informant interviews within targeted areas	Within 60 days of signing the contract
Focus groups within targeted areas	Within 60 days of signing the contract
Draft report	Within 90 days of signing the contract

Final report	Within 14 days of receiving comments on the draft report
Summary Report	Provide summary report for the study findings and recommendations in Arabic.
PowerPoint Presentation (deck)	Within 5 days of submitting final report
PowerPoint Presentation (delivery)	To be decided in consultation with USAID

QUALIFICATIONS AND EXPERIENCE OF CONTRACTOR

- Experience conducting key informant interviews and focus group discussions, including design of key informant interview guides and FGD tools.
- Experience conducting needs assessments and feasibility studies, preferably with the private sector in Jordan.
- Proven experience in funding, evaluating, planning, and designing early learning and/or childcare centers or solutions.
- Ability to write concise, actionable reports that are audience appropriate.
- Strong commitment to quality, accuracy, and attention to detail.
- Ability to deliver work within the agreed-upon timelines and budget.

PAYMENT STRUCTURE

This will be a Firm Fixed Price contract. The subcontractor will be paid within thirty (30) calendar days after receipt of a proper invoice and acceptance of deliverables and in accordance with the payment schedule of the awarded contract.

DAMAGES FOR DELAYED PERFORMANCE

If any of the services performed do not confirm with Subcontract requirements, Contractor may require the Subcontractor to perform the services again in conformity with Subcontract requirements, for no additional price. If such deficiencies are not corrected in a timely manner, Contractor may cause the same to be corrected and deduct such corrective action costs incurred from monies otherwise due to the Subcontractor. The Subcontractor shall be liable for such excess costs and shall reimburse Contractor within thirty (30) calendars days of receipt of invoice. This corrective action shall not limit the application of any other warranty or remedy available hereunder or by law. When the defects in services cannot be corrected by re-performance, Contractor may require the Subcontractor to take necessary action to ensure that future performance conforms to Subcontract requirements. If the Subcontractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Subcontract requirements, Contractor may terminate the Subcontract for default. If the Subcontract is terminated for default and Contractor is forced to obtain the services from another vendor, Subcontractor may be liable for any additional procurement costs of those services from another provider.

PROJECT MONITORING AND REPORTING

The Contractor shall propose the appropriate approach for project monitoring and reporting processes to meet the project objectives.

Throughout the duration of the project, the Contractor shall prepare and submit brief progress reports to Najwan Shiber, Makanati Senior Private Sector Lead every week to monitor the progress of the project (including reports mentioned in the scope of work and deliverables).

COPYRIGHTS AND OWNERSHIP

The Contractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Technical Instructions. The Contractor shall indemnify and save Nathan Associates and Nathan Associates' Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work that the Contractor will provide.

Deliverables that will be first produced and submitted to USAID shall be the property of USAID. Additionally, any pre-existing item(s) either from the Contractor or Nathan Associates, a Cadmus company, shall remain the property of that party who created the item(s) throughout the life of the Contract, and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of the Contract shall be either owned by USAID or jointly owned by both parties.

All reports generated and data collected during this project shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document. All findings, conclusions and recommendations shall be considered confidential and proprietary.

ANNEX A – Technical and Price Proposal Requirements and Proposal Evaluation Criteria

Proposals are due in electronic copy only, in MS Word, MS Excel, and/or PDF formats, by 17 October 2023 Amman time. Tables or charts in MS Excel format should be labeled appropriately. The email must not exceed 5MB in size. Technical and price proposals need to be submitted in separate electronic files and emailed to MakanatiApplications@cadmusgroup.com.

Technical proposals shall consist of no more than twenty (20) pages and include details of the approach, timelines for completion of the project, a summary of qualifications of key personnel who would be assigned to the project, and necessary contact information. Additional tables, technical instructions, and CVs of key personnel, not to exceed two pages in length each, should be included in an appendix to the technical proposal and will not count towards the 20-page limit (margins should be 1 inch on each side, text should be single spaced, and font should be no less than 11 point). A separate financial proposal shall be provided. No cost information shall be provided in the technical proposal. Detailed specifications of the technical and financial proposals are shown below.

Your proposal shall be accompanied by a letter of transmittal prepared on your company letterhead stationery and signed by an individual authorized to commit the company to the proposal. The cover letter shall identify the following as well as all enclosures being transmitted as part of the proposal:

- The name, and address, of your company
- RFP number
- Point of Contact name, title, telephone number, and email address
- Sam Unique Entity Identifier (UEI)
- Acknowledgement that it transmits an offer in response to the RFP that is valid for a minimum of 60 days from the proposal due date.

A. Technical Approach

Offerors must describe their overall technical approach and methodology to be utilized by the Offeror for the design, development, implementation, and achievement of the stated Tasks and Deliverables provided in the RFP. The Offeror shall articulate how it intends to address each of the required tasks as well as desired system functionalities, features and project deliverables listed, in addition to any suggestions and recommendations to these areas while demonstrating the project management approach and framework to be utilized.

When evaluating the **Technical Approach**, Technical Evaluation Committee (TEC) are to consider the requirements from the RFP and to note in their comments whether Offeror demonstrated it satisfies these points:

- **Extent to which the Offeror demonstrates an understanding of the development context and Statement of Work Comprehensiveness of proposed approach.**
- **Clarity and appropriateness of proposed activity.**
- **Implementation plan and proposed timeline are realistic and include all proposed elements of activity.**
- **Offeror proposes creative and original approaches and solutions**
- **Timeline or Gantt chart of the activities required to execute the activity**

B. Capability Statement

Must explain Offeror's understanding of desired system and requirements as well as its capability to perform the scope of work, tasks, and deliverables. Offeror shall demonstrate it has the necessary organizational systems and procedures, e.g., personnel policies, travel policies, project management, equipment, supplies, and personnel in place to successfully comply with contract requirements and accomplish expected results.

Scores must be based on the extent to which the Offeror and its partners or subcontractors (if any) convincingly demonstrate its institutional capability to effectively and successfully achieve the objectives in the statement of work and implement its proposed technical approach. When evaluating the Capability Statement, TEC to consider the requirements from the RFP and to note in their comments whether Offeror demonstrated it satisfies these points:

- **Organizational competence relative to the Tasks and Deliverables, including knowledge of and experience working in Jordan**
- **Capabilities mobilizing short-term technical assistance experts and teams**
- **Organizational systems and procedures**

C. Personnel/Staffing

The proposal must identify, in summary format of 2-3 sentences, the names, anticipated positions of the field team leaders, and essential personnel proposed to perform the requirements of this scope of work, tasks, and deliverables. The narrative shall include the percentage of staff time of principals and managers on this activity.

The approach should include the organizational structure of the entire project team and explain how the staffing plan will result in successful implementation of the proposed technical approach and accomplish the objectives of the activity. If the Offeror anticipates using any sub-awards, include the roles and responsibilities of each sub-awardee and the lines of authority and communication.

CVs (not to exceed two pages each) that clearly describe education, experience and professional credentials, and biodata forms shall be completed and attached for the

proposed personnel and submitted in Annex. These pages do not count towards the page limitation for this section.

When evaluating Personnel/Staffing, TEC to consider about the requirements from the RFP and indicate **the quality and appropriateness of the proposed personnel, including the extent to which they meet qualification requirements and convincingly demonstrate the Offeror’s ability to effectively and successfully achieve the contract’s objectives.**

D. Past Performance/References

Proposal description on how the past performance of the Offeror and its team (including all partners of a coalition/joint venture) is relevant to performance of the Contract. The Offeror shall submit a list (up to five) of current and past similar work and assignments completed in the past five years that were similar in size, scope, and complexity.

Include the contact information: company or organization, name, phone number, and email. Please use the Past Performance Reference Form template.

When evaluating Past Performance/References, TEC to consider the requirements from the RFP and the Offeror’s overall, previous successful experience implementing similar activities, including:

- **Meeting goals and targets;**
- **Customer satisfaction with performance; and**
- **Inclusion of at least 3 relevant past performance examples of similar events in Jordan or the region.**
- **References provided by past clients for these examples and their evaluation of the Offeror’s ability to deliver on time and within quality and budget expectations.**

E. Evaluation Criteria

Criterion	Maximum Points	Score
Technical approach	30	
Capability Statement	25	
Personnel/Staffing	20	
Past Performance/References	25	
Total points	100	

Cost will be evaluated separately.

H. Estimated Award Timeline

Activity	Estimated Dates
- Request for proposals issued	19 September 2023
- Deadline to submit questions	8 October 2023
- Deadline to submit offers	17 October 2023
- Award made (after evaluations, reference checks, and USAID approval)	7 November 2023
- Expected start date	8 November 2023
- Expected completion date	21 February 2024

ANNEX B – Representations, Certifications and Other Statements of Offerors

NATHAN ASSOCIATES INC.

ANNUAL SUPPLIER REPRESENTATIONS and CERTIFICATIONS

Procurement of material, services and supplies for a United States Government contract requires that prime contractors, subcontractors and suppliers comply with socioeconomic programs enacted into public law, implemented by Executive Order, and promulgated by Federal Regulations. Representations and Certifications must be completed prior to award of any order(s) to your company and be updated annually.

COMPANY NAME	
ADDRESS, PO BOX, SUITE NO.	
CITY, STATE, ZIP CODE	
PHONE	
FAX	
E-MAIL ADDRESS	
CAGE CODE	
DUNS NUMBER (FAR 52.204-6)	
NUMBER OF EMPLOYEES FOR LAST 12 MONTHS (FAR 52.212-3)	
(c)(8)(ii)(A) or	
NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS) CODE (FAR 19.102)	Enter the 6-digit NAICS Code that most closely represents the product, commodity or service that your firm is likely to sell to Nathan Associates Inc. in the calendar year covered by these representations.
NAICS Code listings are also available at your public library, and through the Internet at: http://www.sba.gov/regulations/siccodes/ .	NAICS Code:

Please review each statement below and place a check mark in the box that represents your current state of compliance with each requirement. **NOTE: DO NOT LEAVE ANY OF THE SECTIONS BLANK.** Sign and date the last page and return the completed form to the appropriate Nathan Associates Inc. Procurement Compliance Office.

(End of provision)

REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (FAR 52.204-10)

The following questions (1-3) apply to first tier sub-award recipients to US Federal Contracts only. If you are not a first tier sub-award recipient, please skip this section and go to section 2.

1. In the previous tax year, was your company's gross income from all sources under \$300,000?

YES NO

(If your response to item 1 is "No", please skip questions 2 and 3 below and go to section 2)

2. In your preceding completed fiscal year, did you receive:

a. 80% or more of annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**

b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES NO

(If your response to item 2 above is "No", please skip item 3 below and go to section 2)

3. Does the public have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986?

YES NO

Yes (if your response to item 3 is "Yes", go to section 2)

No (if your response to item 3 is "No", complete compensation information as indicated below)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(b\)](#), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the

Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

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

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Covered Telecommunications Equipment or Services-Representation. 52.204-26
Section 889(a)(1)(A) of Public Law 115-232.

(1) 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”.

(2) 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.

(End of Provision)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS 52.204-26

Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

(2) 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 Federal, state or local government 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;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples.*

(A) 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.

(B) 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.

(C) 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.

(D) 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).

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

- Supplier represents and certifies that it is a small business concern Yes No

Complete only if Supplier represented itself as a small business concern:

Women-owned small business concern (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Veteran-owned small business concern (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Small disadvantaged business concern as defined in 13 CFR 124 (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No

- Ownership, please select all that apply

<input type="checkbox"/> Black American		<input type="checkbox"/> Hispanic American	
<input type="checkbox"/> Subcontinent Asian American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	<input type="checkbox"/> Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).		
<input type="checkbox"/> Native American		<input type="checkbox"/> Other	

- North American Industry Classification System (NAICS) (www.naics.com)

Supplier's NAICS CODE	Small business size standard
NAICS	Size

HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (52.226-2)

- The Offeror represents that it is a historically black college or university Yes No

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18)

[An award will not be made to an OFFEROR unless the Offeror, by checking the appropriate block, certifies to either paragraph (a) or (b) of this provision.]

- a. OFFEROR will not supply any end product listed in paragraph C that was mined, produced, or manufactured in a corresponding country as listed for that end product.

PLEASE NOTE: If A is selected, please indicate NONE under "Listed End Product" and "Listed Countries of Origin" in Section C.

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

- c. Listed End Product

Listed Countries of Origin

(End of Provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52-222.22) (Feb 1999) - \$10,000

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

(End of Provision)

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6)

(a) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor/Subcontractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment. (d) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items as defined in FAR 52.209-6.

(End of Provision)

52.222-50 Combating Trafficking in Persons.

As prescribed in [22.1705\(a\)\(1\)](#), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

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

Coercion means-

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

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

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

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

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

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

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

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

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

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

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

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

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

(xi) Transportation and subsistence costs-

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

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

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

(xiii) Equipment charges.

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

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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

(v) Collected by an employer or a third party, whether licensed or unlicensed,

including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

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

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

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge employees or potential employees recruitment fees;

(7)

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

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

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

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

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

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

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

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

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

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

(1) Notify its employees and agents of-

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

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

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

(d) *Notification.*

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

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

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

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

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

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

(7) Suspension or debarment.

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

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

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

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum-

- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from-
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

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

- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$550,000.

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

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

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

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

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

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or

potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

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

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

(4) *Posting.*

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

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

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

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

(ii) After having conducted due diligence, either-

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

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

(i) *Subcontracts.*

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

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

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

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

(End of clause)

Signature of Certifying Official from Company:	
Name of Certifying Official from Company:	Click here to enter text.
Title of Certifying Official from Company:	Click here to enter text.
Date of Certification/Signature:	Click here to enter text.

ANNEX C – Certification Regarding Terrorist Financing

Firm Name:

Certification Regarding Terrorist Financing

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> , or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient, or (iii) is not included in the exclusion list of System for Award Management website www.SAM.gov .

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> .

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification

“Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its terms.

FIRM: _____

SIGNATURE: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

ANNEX D - Evidence of Responsibility

Prime Contract # 72027822C00001

USAID Makanati Women's Empowerment and Leadership Activity

Subcontractor Evidence of Responsibility Statement

1. Authorized Negotiators

Click here to enter organization name's proposal for the Click here to enter program name may be discussed with any of the following individuals. These individuals are authorized to represent Click here to enter organization name in negotiation of this offer.

Click here to list names of authorized negotiators/signatories.

These individuals can be reached at Click here to enter organization name's office:

Click here to enter organization's address

Click here to enter organization's telephone number

Click here to enter organization's email address

2. Adequate Financial Resources - FAR 9.104-1(a)

Click here to enter narrative providing evidence that the Subcontractor possesses adequate financial resources to perform the subcontract, or the ability to obtain them.

3. Ability to Comply - FAR 9.104-1(b)

Click here to enter narrative providing evidence that the Subcontractor is able to comply with the proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

4. Record of Performance - FAR 9.104-1(c)

Click here to enter narrative providing evidence of Subcontractor's history of performance on previous and current contracts.

5. Record of Integrity and Business Ethics - FAR 9.104-1(d)

Click here to enter narrative providing evidence of Subcontractor's history and record of integrity and business ethics.

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills FAR 9.104-1(e)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary organization, experience, accounting and operational controls, and technical

skills, or the ability to obtain them, in order to be able to perform under the proposed subcontract and subcontract type. Include, as appropriate, elements such 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 Subcontractor.

7. Equipment and Facilities - FAR 9.104-1(f)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary equipment and facilities, or ability to obtain them, to be able to perform under the proposed subcontract.

8. Eligibility to Receive Award - FAR 9.104-1(g) and 9.108

Click here to enter narrative statement regarding Subcontractor’s eligibility to receive an award under applicable laws and regulations. Statement must include Subcontractor’s current status with respect to being suspended or debarred, and whether or not Subcontractor is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but is not incorporated in a foreign country, or is a subsidiary whose parent company is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b).

9. Cognizant Government Audit Agency

Click here to enter the Name, address, and phone number of Subcontractor’s Cognizant Government Audit Agency. If Subcontractor does not have a NICRA and Cognizant Government Audit Agency, so state, and provide the Name, address and phone number of Subcontractor’s independent certified public accounting (CPA) firm.

10. Type of business/institution

Subcontractor certifies that it is a (indicate with “X” all that apply):

<input type="checkbox"/>	Non-U.S. owned/operated	<input type="checkbox"/>	Service-disabled veteran-owned small business
<input type="checkbox"/>	Non-profit	<input type="checkbox"/>	HUBZone small business
<input type="checkbox"/>	Large/Other than small business	<input type="checkbox"/>	Small disadvantaged business
<input type="checkbox"/>	Small business	<input type="checkbox"/>	Woman-owned small business
<input type="checkbox"/>	Veteran-owned small business	<input type="checkbox"/>	

10. Subcontractor’s DUNS and Employer Tax ID Numbers

Subcontractor’s DUNS Number: [Click here to enter DUNS number](#)

Subcontractor’s Employer Tax ID Number: [Click here to enter Tax ID number](#)

11. Subcontractor Certification

I hereby certify that the information contained in this Subcontractor Evidence of Responsibility Statement is true and correct to the best of my knowledge and belief.

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX E - Relevant Regulations

Flow Down Clauses from Prime Contract

AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for this activity is "937". In general, local procurement is authorized subject to the provisions of AIDAR 752.225-71. Information on geographic codes can be found at <http://www.usaid.gov/sites/default/files/documents/1876/310.pdf>. Geographic Code 937 is defined as the United States, the cooperating country and developing countries other than advanced developing countries, and excluding prohibited sources.

LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support to fulfill the requirements of this assignment. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

EXECUTIVE ORDER ON TERRORISM FINANCING

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

RIGHTS TO PROPOSAL DATA

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, USAID and Makanati shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) to all information included in the proposals submitted and to the technical data contained in the proposal.

MEDEX/MEDEVAC SERVICES

AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007) (Pursuant to class deviation OAA-DEV-2006-1c)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter

“individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

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

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

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

AIDAR 48 CFR CHAPTER 7 CLAUSES INCORPORATED BY REFERENCE

AIDAR 752.211-70

LANGUAGE AND MEASUREMENT

JUN 1992

EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

INFORMATION TECHNOLOGY APPROVAL (APRIL 2018) - (DEVIATION NO.M/OAA-DEV-FAR-18-2c)

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

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment,

that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

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

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

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)

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

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(d) Request for Approval Requirements:

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

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

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

requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.

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

H.1 SUBMISSION TO THE DEVELOPMENT DATA LIBRARY (DDL)

Please refer to ADS 302, USAID Direct Contracting, Section 302.3.5.22, "Submission of Datasets to the Development Data Library (DDL)" for additional guidance.

a) Definitions – For the purpose of submissions to the DDL:

1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

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

b) Submissions to the Development Data Library (DDL)

1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submissions must include supporting documents 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 CO or the COR, the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

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

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

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

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

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal

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

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

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.]

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.]

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)

As prescribed in AIDAR 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

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

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305- 70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such 04/22/2016 Partial Revision 96 employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

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 reports must contain:

a. Contractor name.

b. Contact name with phone, fax number and e-mail address.

c. Contract number(s).

d. 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.

e. 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 reported in the report for Lesotho (or South Africa).

f. 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.

g. Report is required even if the Contractor did not pay any taxes during the reporting period.

h. Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

- (c) Definitions. As used in this clause --
- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: tax-indo@usaid.gov with a copy to the Contracting Officer Representative (COR).
- (e) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.
- (c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

PART II - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)". This contract 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 full text of a clause may also be accessed electronically at this/these address(es): (FAR) <http://www.arnet.gov/far> and (AIDAR) <http://www.usaid.gov/ads/policy/300/aidar>

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION		
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, RESCISION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVERSTMENT ACT OF 2009	JUN 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER	APR 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	AUG 2011
52.215-12	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015)	MAY 2018
52.215-13	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2018-O0015)	MAY 2018
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015

52.222-26	EQUAL OPPORTUNITY	SEPT 2016
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATION	OCT 2015
52.227-14	RIGHTS IN DATA - GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES Alternate I (Dec 1991)	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.243-7	NOTIFICATION OF CHANGES	JAN2017
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003

AIDAR 48 CFR CHAPTER 7

752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA - GENERAL	OCT 2007
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	JUL 1997
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	OCT 2017
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

I.2 *FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH
DISABILITIES (JUL 2014)*

(d) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(e) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(f) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

I.3 AIDAR 752.222-70 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of 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.

I.4 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

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

(d) Contents of Report. The reports must contain:

- a. Contractor name.
- b. Contact name with phone, fax number and e-mail address.
- c. Contract number(s).
- d. 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.
- e. 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 reported in the report for Lesotho (or South Africa).

f. Any reimbursements received by the Contractor during the period in paragraph

(g) (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.

g. Report is required even if the Contractor did not pay any taxes during the reporting period.

h. Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(h) Definitions. As used in this clause --

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

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

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

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

(i) Where. Submit the reports to: tax-indo@usaid.gov with a copy to the Contracting Officer Representative (COR).

(j) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

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

ANNEX F - Quick Start Guide for Getting a Unique Entity ID (SAM)

You can get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you want to only get a Unique Entity ID (SAM) and do not want to complete a full entity registration in SAM.gov, choose one of the following sections that best describes your entity:

Your entity has a DUNS Number and is registered in SAM.gov

If you have an active or inactive registration in SAM.gov today, you've already been assigned a Unique Entity ID (SAM). It's viewable on your entity registration record in SAM.gov. [Learn how to view your Unique Entity ID \(SAM\) here.](#)

Your entity has a DUNS Number and is not registered in SAM.gov

If you currently have a DUNS Number, only need to get a Unique Entity ID (SAM), and do not want to complete a full entity registration in SAM.gov, follow these steps to get a Unique Entity ID (SAM):

1. Go to SAM.gov and select "Sign In" from the upper right corner of the page. If you do not have a SAM.gov account, you will need to create one. SAM.gov uses Login.gov for authentication. More help with using Login.gov [can be accessed here](#). Once you create your user credentials, you will return to SAM.gov to complete your profile.
2. After you sign in, the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button.

Workspace

Entity Management

What do I need for registration?

Entity Registration

0	0	0	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED


Next Update Due: Due in Next 30 days: **0 Entity Registrations**

Unique Entity ID

0	0
ACTIVE	DRAFT

[Get Started](#)

Profile



Downloads

Saved Searches

Following

Pending Requests

No pending requests

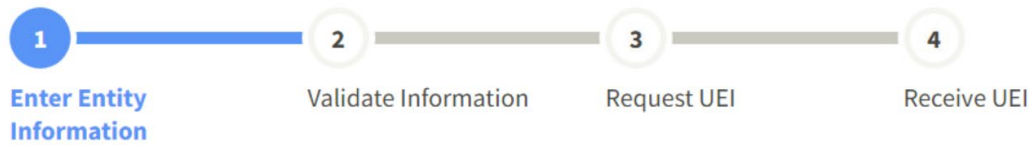
[See All](#)

Notifications

No available notifications

[See All](#)

3. On the next page, enter information about your entity. All fields are required, unless marked as optional.



Enter Entity Information

All the following information will be used to validate your entity, unless marked as optional.

DUNS Unique Entity ID

Legal Business Name

If you are acting on behalf of a limited partnership, LLC, or corporation, your legal business name is the name you registered with your state filing office.

Physical Address

Your physical address is the street address of the primary office or other building where your entity is located. A post office box may not be used as your physical address.

Country

4. On the next page, validate that the information provided is correct. If the information provided does not match your Dun & Bradstreet record exactly, you will be able to

proceed. For assistance updating your Dun & Bradstreet record, please contact Dun & Bradstreet.

Deselect the checkbox near the bottom of the page if you want to restrict the public viewing of your entity information in SAM.gov. If you deselect the checkbox, only you and federal government users will be able to view your Unique Entity ID (SAM) record. Other entities and users of SAM.gov will not be able to view your Unique Entity ID (SAM) record. Then, select “Next.”

Validate Information

The information you provided matches the following entity:

YOU ENTERED:

Terzaghi Fluid Associates, LLC

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] **United States**

WE FOUND THE FOLLOWING MATCH:

Terzaghi Fluid Associates, LLC

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] **United States**

Allow the selected record to be a public display record.

If you feel displaying non-sensitive information like your registration status, legal business name, and physical address in the search engine results poses a security threat or danger to you or your organization, you can restrict the public viewing of your record in SAM.gov. However, your non-sensitive registration information remains available under the Freedom of Information Act to those who download the [SAM.gov public data file](#). Learn more about [SAM.gov public search results](#).



Previous



Cancel



Next

5. On the next page, your entity is validated. You will be asked to certify that you are authorized to conduct transactions on behalf of your entity. Select the checkbox to certify, then select the “Request Unique Entity ID” button.

Request Unique Entity ID

You have completed validation. Select **Request Unique Entity ID** to be assigned a Unique Entity ID.

VERIFIED MATCH:

Northgate Floral Association, LLC ● Public

DUNS Unique Entity ID

Physical Address

UNITED STATES

Before requesting your Unique Entity ID, please certify under penalty of law that you are authorized to conduct transactions for this entity to reduce the likelihood of unauthorized transactions. Then select **Request Unique Entity ID**.

I certify that I am authorized to conduct transactions on behalf of the entity.

Request Unique Entity ID

6. On the last page, your Unique Entity ID (SAM) will be displayed and you can begin to use it for your entity.

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID.

B [REDACTED] **3**

VERIFIED MATCH:

Technology Portal Association, LLC • Public

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] UNITED STATES

Your entity does not have a DUNS Number and today's date is before April 4, 2022

Before April 4, 2022, the DUNS Number issued by Dun & Bradstreet is the authoritative entity identifier used by the federal government. You need to get a DUNS Number first before you can request a Unique Entity ID (SAM).

Go to fedgov.dnb.com/webform to request a free DUNS Number. It can take 1-2 business days before your DUNS Number is issued. When you are assigned your DUNS Number, return to SAM.gov and follow the steps outlined under the "[Your entity has a DUNS Number and is not registered in SAM.gov](#)" section of this guide.

Your entity does not have a DUNS Number and today's date is after April 4, 2022

After April 4, 2022, the federal government will have no requirement for the DUNS Number. You can get a Unique Entity ID (SAM) for your entity on SAM.gov. The Unique Entity ID (SAM) is provided to entities who request to only get a Unique Entity ID (SAM) and to entities who complete an entity registration.

Sign in to your SAM.gov account and the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button to begin requesting your Unique Entity ID (SAM).

Workspace

Entity Management

What do I need for registration?

Entity Registration

0	0	0	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED


Next Update Due: | Due in Next 30 days: **0 Entity Registrations**

Unique Entity ID

0	0
ACTIVE	DRAFT

[Get Started](#)

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No pending requests

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No available notifications

[See All](#)