



ISSUE DATE: November 1, 2021

QUESTIONS DUE: November 15, 2021; Receive by 12:00pm; Eastern Standard Time

CLOSING DATE: December 15, 2021; Receive by 3:00pm; Eastern Standard Time

SUBJECT: Request for Proposal (RFP) for the *Providing Development Expertise and Technical Skills (PDEX) professional support services contract*

SOLICITATION: **7200AA22R00006**

Dear Prospective Offeror:

The United States Agency for International Development (USAID) is seeking full-time, short-term, and episodic technical and professional support services in support of the Innovation, Technology, and Research (ITR) Hub (and other USAID operating units, as needed), as outlined in the Statement of Work in Section C.

Responses will only be considered from those offerors who are an 8(a) firm and who hold an active Secret level (or above) Facility Clearance (FCL) from or registered with the Defense Security Service (DSS). If offerors do not have an active Secret level FCL, they will be deemed non-responsive and will not be eligible for further review.

This Request for Proposal (RFP) is being competed through General Services Administration (GSA) OASIS 8(a) in accordance with FAR 16.505. Responses will only be considered from organizations with Set Aside Codes SMALL BUSINESSES ONLY, from interested socioeconomic (Historically Underutilized Business Zone Small Business (HUBZone), Service-Disabled Veteran Owned Small Business (SDVOSB), Women-owned small business and small business organizations under the NAICS code for 541990- All Other Professional, Scientific, and Technical Services and 541611-Administrative Management

RFP-Providing Development Expertise and Technical Skills (PDEX) professional support services contract-7200AA22R00006

and General Management Consulting Services that have the capacity and a proven track record to provide professional and technical institutional support contract services.

Response to this RFP must include the information that is outlined in Section L of the RFP. Please ensure that your company's registration in the System for Award Management (SAM) Central is current and up to date. SAM can be accessed at www.sam.gov.

The Government anticipates awarding a Cost-Plus Fixed Fee contract with one two-year base period of performance with three option periods of one year each, for a total possible period of performance of five years.

All questions concerning this RFP must be submitted by e-mail to Julia Banks at jbanks@usaid.gov and Roderick Watson rwatson@usaid.gov and received no later than 12:00pm; Eastern Standard Time on November 15, 2021.

Quotes shall be submitted via email to: Julia Banks at jbanks@usaid.gov and Roderick Watson rwatson@usaid.gov. Please submit your proposal no later than 12:00pm; Eastern Standard Time on December 15, 2021.

This request for proposal in no way obligates the United States Agency for International Development (USAID) to award a contract, nor does it commit USAID to pay any costs incurred in the preparation and submission of proposals.

It is the responsibility of the offeror of this solicitation to ensure that it has been received in its entirety, including subsequent solicitation amendments, if any. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

If you have questions, please feel free to contact Julia Banks at jbanks@usaid.gov and Roderick Watson at rwatson@usaid.gov

Sincerely,

/s/

Roderick Watson
Contracting Officer
U.S. Agency for International Development

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The US Agency for International Development (USAID) has a requirement for full-time, short-term, and episodic technical and professional support services in support of the Innovation, Technology, and Research (ITR) Hub (and other USAID operating units, as needed). This Request for Proposal (RFP) is prepared in accordance with FAR 16.505. and solicits General Service Administration (GSA), NAICS Code **541611**. Competitive offers will be solicited only from qualified **Small Businesses 8(a)**.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost-Plus-Fixed-Fee Hybrid contract. For the consideration set forth in the contract, the contractor shall provide the deliverables or outputs as described in Section C and comply with all contract requirements.

B.3 ESTIMATED COST AND FEES

[To be completed at time of award]

(a) The estimated cost for the performance of the work required hereunder, inclusive of fee, is \$95,000,000.00. The ceiling fixed fee is **\$TBD**. The total estimated cost-plus- fixed-fee is **\$TBD**.

(b) Within the estimated cost-plus-fixed-fee, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the contractor (and payment of fee, if any) for performance hereunder is **\$TBD**.

The contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled 'Limitation of Funds' (FAR 52.232-22)

B.4 OBLIGATED AMOUNT

Within the total estimated Cost-Plus Fixed Fee specified in Section B.3 above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **\$TBD**. The Contractor must not exceed the obligated amount until additional funds are added.

Subject to the availability of funds, this contract will be incrementally funded.

B.5 CONTRACT LINE ITEMS AND BUDGET

The Contract Line Items (CLINS) for this contract are as follows:

CLIN	Cost Element
001	Services as Described in Section C for Categories 1 and 2 staff (Cost-Plus-Fixed-Fee)
002	Services as Described in Section C for Category 3 staff and associated other direct costs for Categories 1 and 2 staff (Cost Reimbursable)
003	Services as Described in Section C for buy-in Categories 1 and 2 buy-in staff (Cost-Plus- Fixed-Fee) - It is not guaranteed that the CLIN will be utilized either in part or in full subject to availability of funds and changing operational needs.
004	Services as Described in Section C for buy-in Category 3 staff and associated other direct costs for Categories 1 and 2 buy-in staff (Cost Reimbursable) - It is not guaranteed that the CLIN will be utilized either in part or in full subject to availability of funds and changing operational needs.
Total Estimated Cost: \$95,000,000	

Estimated Budget. The Offeror should reference the instructions and values provided by the government in Section L.6 - INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL.

B.6 PERIOD OF PERFORMANCE

The period of performance for this contract is expected to be from March 21, 2022, to March 20, 2027:

- Base Year: March 21, 2022, thru March 20, 2024
- Option Year 1: March 21, 2024, thru March 20, 2025
- Option Year 2: March 21, 2025, thru March 20, 2026
- Option Year 3: March 21, 2026, thru March 20, 2027

[END OF SECTION B]

SECTION C-DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 The *Providing Development Expertise and Technical Skills (PDEX)* Contract is designed to provide USAID/DDI/ITR with a full-time staff of PDEX Contractor employees to support ITR objectives, as well as the capability to provide access to short-term and episodic staffing support needs. The PDEX Statement of Work (SOW) requires the Contractor to support:

1. **Category 1: Full-time PDEX Contractors:** PDEX shall staff a full-time workforce with diverse development and technical expertise appropriate for supporting the Innovation, Technology, and Research (ITR) Hub within the United States Agency for International Development (USAID)'s Bureau for Development, Democracy, and Innovation (DDI).
2. **Category 2: Short-term PDEX Contractors:** PDEX shall have the capability to provide short-term staff support (1–12-month employment contracts) as required by USAID in any of the areas of expertise covered in this SOW.
3. **Category 3: Episodic Consultancy Support:** PDEX shall have the ability to recruit and hire a series of professional consultants to be made available to USAID at a negotiated daily or hourly rate in order to provide meeting/retreat facilitation, event management, professional development, professional communications, or other short-term staffing support or technical expertise required to meet USAID's development objectives.

USAID is located in Washington, D.C., and it is anticipated that the majority of PDEX employees will also be based in Washington, D.C, with possible work sites domestically and overseas in the field Mission(s) (as identified in specific scope requests).

C.2 BACKGROUND

The United States Agency for International Development (USAID) is an independent federal agency. The mission of USAID, on behalf of the American people, is to promote and demonstrate democratic values abroad and advance a free, peaceful, and prosperous world. In support of America's foreign policy, USAID leads the U.S. Government's international development and disaster assistance through partnerships and investments that save lives, reduce

poverty, strengthen democratic governance, and help people emerge from humanitarian crises, and progress beyond assistance.

C.2.1 Bureau for Development, Democracy, and Innovation (DDI):

USAID established the Bureau for Development, Democracy, and Innovation in November 2020. The Bureau for Development, Democracy, and Innovation (DDI) is USAID's central resource for providing world-class technical assistance to its Missions. DDI's cross-cutting, global perspective enables the Agency to anticipate and respond to evolving trends and issues, catalyze innovation and financing, and broaden our partnership base, all with the goal of sustainably meeting USAID's development and humanitarian goals.

DDI comprises four Centers and five Hubs. The Centers serve as USAID's leaders for technical assistance in democracy and governance, economics and market development, education, energy, environment, human rights, and infrastructure. The Hubs provide Missions with expert guidance and training on cross-cutting development priorities, including women's empowerment and gender equality, innovation, technology and research while increasing USAID's partnerships with diverse organizations, such as higher education institutions, research institutes, other funders, private organizations, and the nonprofit sector.

C.2.2 Description of Innovation, Technology, and Research Hub:

The [Innovation, Technology, and Research \(ITR\) Hub](#) leads USAID's use of field experimentation, research, open innovation, and digital technology to transform development approaches. The ITR Hub remains on the forefront of science and technology to incorporate breakthrough innovations into USAID's programs and policies, and applies the latest tools, like artificial intelligence and impact bonds, to address key development priorities. USAID's ITR Hub comprises a team of change makers and problem solvers working in partnership with researchers, universities, social enterprises, local communities and the private sector to test, incubate, and accelerate the scale-up of cutting-edge solutions and research to deliver the greatest impact.

C.2.3 Description of Innovation, Technology, and Research Divisions:

Innovation Division: ITR's Innovation (ITR/I) Division includes two teams: (1) Exploratory Programs and Innovation Competitions (EPIC); and (2) Development Innovation Ventures (DIV). ITR/I strives to increase the adoption of evidence-based development and humanitarian solutions, and to advance the effective use of innovative funding design through pay-for-results approaches. ITR/I's programs and approaches include stakeholders that have not traditionally thought of themselves as part of the development and humanitarian sectors, and incentivizes new, local partners (including from the private sector) to innovate in the markets where the development challenges exist.

Technology Division: ITR's Technology (ITR/T) Division works with the private sector, governments, and civil society to eliminate barriers to digital inclusion, to use data for decision-making, to expand access to digital financial services, to apply geospatial technology and analysis to development challenges, and to leverage emerging technologies such as artificial intelligence and digital identification. The division also leads the implementation of USAID's Digital Strategy across the agency. The Division consists of eight technical teams: Digital Inclusion, Digital Finance, Cybersecurity, Development Informatics, GeoCenter, Strategy and Research, Knowledge and Insights and Digital Strategy Implementation.

Research Division: ITR's [Research Division](#) (ITR/R) aims to improve development outcomes through the generation and effective use of scientific research around the world, across all sectors and regions where USAID works. The Division partners with higher education institutions in the United States and in USAID partner countries, governments, civil society, and the private sector to build local research capacity and use an evidence-based approach to development work. To this end, the Division supports a large variety of programs, activities, and services aimed at supporting the creation, translation, use, and understanding of research and evidence.

ITR Front Office: The ITR Front Office (FO) supports all three divisions by providing strategic leadership, oversight, and coordination of all Hub functions.

SECTION C.3: OBJECTIVE

USAID's DDI/ITR aims to award the *Providing Development Expertise and Technical Skills (PDEX)* Contract for a two (2) year base period with three (3) 12 – month option years. ITR intends to procure services that will provide technical, administrative, communication, analytical, and professional support staff to ITR's Divisions. Each PDEX Contractor employee will be assigned to specific units to support ITR (see "Background" Section above). The Contract type will be a cost-plus fixed fee hybrid contract in accordance with the terms and conditions of the solicitation.

DDI/ITR is committed to advancing principles of diversity, equity, and inclusion through the PDEX Contract, in line with the Federal Acquisition Regulations on Equal Opportunity (FAR 52.222- 26) and AIDAR Non-Discrimination (752.222-71 Nondiscrimination). This commitment is also in line with the Presidential Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government and Section 503 of the Rehabilitation Act of 1973. DDI/ITR and its leadership are further committed to integrating the principles of diversity, equity, and inclusion in the workplace in order to motivate staff to gain understanding of inequalities and implicit bias and to adopt a changemaker mindset to successfully contribute to USAID's objectives. With regard to diversity, equity, and inclusion, the Contractor will use its own internal processes and procedures and demonstrate innovative approaches to maximizing compliance with the stated above FAR and AIDAR regulations.

This PDEX Statement of Work (SOW) provides an overview of the general responsibilities of the PDEX Contractor and PDEX Contractor employees in response to workforce needs resulting from USAID's development and humanitarian assistance responsibilities in DDI/ITR. The PDEX Contractor employees shall play key roles in assisting USAID to manage complex technical and development response activities as well as other duties as identified.

Under the PDEX SOW, the Contractor shall be responsible for providing full-time (Category 1) personnel (to be called PDEX Contractor employees throughout this SOW) to perform work characterized as technical, administrative, communication, analytical, and professional in support of ITR. A detailed list of anticipated positions to be hired as PDEX Contractor employees can be found in Attachment I.

Please note: the list of titles and position descriptions in Attachment I is reflective only of currently encumbered positions and known requirements. It is anticipated that in addition to these positions, additional titles and position descriptions will need to be added to the Contract (at appropriately negotiated rates) throughout the duration of the Contract Award. Therefore, the Contractor must have the capability to add and staff additional positions as they arise throughout implementation.

In addition to hiring full-time PDEX Contractor employees (Category 1) in support of ITR, the PDEX Contractor will also be responsible for maintaining the capability to hire and support short-term PDEX Contractor employees (Category 2) and episodic consultancies (Category 3) under the PDEX Contract. Detailed needs for short-term or consultancy support under PDEX will be identified post-award and may come from USAID/DDI/ITR as well as other Missions, Bureaus, or Independent Offices (M/B/IOs) within USAID on a limited/as needed basis. An initial funding obligation in support of likely Category 2 and 3 anticipated but not yet known staffing needs will be included in the initial Award. Beyond that, all future obligations for short-term and episodic support will be negotiated and added to the Contract via a buy-in process formalized through the cognizant Contracting Officer (CO) as those needs are identified post-award.

In summary, the Contractor shall provide required personnel, or demonstrate the capability to provide (upon Award), personnel in the following three distinct categories as needed:

1. **Category 1: Full-time PDEX Contractors:** PDEX shall staff a full-time workforce with diverse development and technical expertise appropriate for supporting the Innovation, Technology, and Research (ITR) Hub within the United States Agency for International Development (USAID)'s Bureau for Development, Democracy, and Innovation (DDI). Anticipated skills needed for the PDEX Contractor workforce include advanced data analysis, analytical approaches, experience researching or applying emerging technologies for development, facilitation and co-creation experience, scientific research and statistical analysis, innovative program design experience, and general development knowledge and technical skills. A list of full-time staff to initially be supported under

PDEX will be made available to the Contractor (see estimated positions and numbers in Attachment I - Position Descriptions) upon contract award.

2. **Category 2: Short-term PDEX Contractors:** PDEX shall have the capability to provide short-term staff support (1–12-month employment contracts) as required by USAID in any of the areas of expertise covered in this SOW. *Short-term PDEX staff will be identified and requested by USAID on an as-needed basis post-award. For transition planning, and budgeting purposes, Offerors are advised that no employees under Category 2 are anticipated to be needed immediately upon award.*
3. **Category 3: Episodic Consultancy Support:** PDEX shall have the ability to recruit and hire a series of professional consultants to be made available to USAID at a negotiated daily or hourly rate in order to provide discrete technical skills, meeting/retreat facilitation, event management, professional development, professional technical communication, or other short-term staffing support or technical expertise required to meet ITR's objectives. *Consultancies supported via this Category of the SOW are anticipated to range between 2 hours (small activities) to 1-month overall level of effort (LOE) for more complex needs and will be identified on an as-needed basis post-award. Consultants must be paid on an hourly, or daily, basis for actual work performed. For transition planning, and budgeting purposes, Offerors are advised that no employees under Category 3 are anticipated to be needed immediately upon award.*

As noted above, Category 1 (Full-time staff) will need to be hired and made available soon after Contract Award (further details available in Attachment I). Contract employment under Category 2 (short-term contract employees) and Category 3 (consultancies) are anticipated but not yet known. The Contractor must have access to, and/or capability to hire employees under these Categories and funds will be made available in the Contract if/as needed. The Contracting Officer's Representative (COR) will articulate the Agency's specific need for support under Categories 2 and 3 throughout Contract implementation and will work with the Contractor to identify the technical experts needed to staff the requirements, as identified. Hiring for Categories 2 and 3 will be on an "as needed" basis subject to Contracting Officer (CO)/COR approval.

Support under Category 2 (short-term contract employees) will likely involve, but not be limited to, the following types of short-term (1-12 month) full-time staffing support:

- Providing additional technical staff to support the needs of the Agency in the event of a disaster, conflict, or other crisis, as well as support the needs of DDI to support other emerging priorities (Administration, USAID, Congressional, etc.).
- Providing specific technical staff to support identified needs of DDI/ITR.
- Providing staff with unique capabilities to fill assignments related to advanced data analysis, analytical approaches, expertise, contracting, or the application of emerging technologies or approaches for development.
- Providing "bridge" institutional contract support for USAID contractors or employees who have finished a term of service under one hiring

mechanism/category and are awaiting onboarding under another hiring mechanism/category.

Support under Category 3 (episodic consultancies) will likely involve, but not be limited to, the following types of consultant support:

- Serving as an expert facilitator for USAID retreats, learning sessions, or meetings.
- Organizing expert panels, events, or virtual convenings.
- Providing specific technical and professional consultant support in the areas of science, technology, or innovation.
- Taking notes, providing documentation, or distilling findings or highlights for key events or activities related to USAID priorities.
- Providing professional development or other skills or capacity building support for ITR staff (PDEX Contractor employees, USAID Direct Hire employees, or other staff) or other audiences.
- Providing technical writing, graphic design, or other communications support to ITR.

It shall be assumed that the environment for providing staffing support for ITR in all three categories of contractor employment will be fluid, rapidly changing, and complex. There shall be great need for flexibility and rapid response to changing circumstances and strong capabilities to communicate well verbally and in writing. The Contractor shall ensure that no constraints or impediments interfere with its obligation to meet the requirements of this Contract in a timely manner. Consistent with this SOW, the Contractor shall propose and implement innovative, efficient, and transparent recruitment, management, and retention processes in order to ensure the Government's needs are met throughout the duration of the PDEX Contract period.

Anticipated Position Descriptions, Hours, and Expenses by Category of Contract Employment

1. *Category 1: Full-time PDEX Contractors*

The Contractor must ensure the proper skill sets are obtained, maintained, and employed to meet the stated requirements, duties, and responsibilities of this SOW. The level of effort for each full-time PDEX Contractor employee position (Category 1) is estimated at 2080 hours per employee per year, with full benefits. The anticipated number of positions required under Category 1 at this time are available in Attachment I. It is expected that the Contractor will work with USAID to provide a "right of first refusal" for positions to all employees employed under relevant incumbent institutional support Contracts currently supporting ITR that are currently performing at, or above, expectations, as requested by USAID. Full-time PDEX Contract Employees under Category 1 shall be eligible for all standard employment benefits (annual leave, health and commuting benefits, annual promotion considerations, parental leave, sick leave, retirement savings, etc.).

Please note: the list of titles and position descriptions in Attachment 1 is reflective only of currently encumbered positions and known requirements. It is anticipated that in addition to these identified positions, additional titles and position descriptions will need to be added to the Contract by ITR (at appropriate negotiated rates) throughout the duration of the Contract Award. Therefore, the Contractor must have the capability to add and staff additional positions as they arise throughout implementation (within the approved Contract ceiling). In addition, DDI/ITR may enable other M/B/IOs to “buy-in” to the contract for specific needs under Category 1. In these cases, specific position descriptions will be identified and negotiated post-award and funds will be obligated into the Contract specifically in support of each new “buy-in.” *(NOTE-- These additional Category 1 employees are not guaranteed to be funded under the Contract. Rather, USAID will accommodate them in the Total Estimated Cost (TEC) ceiling of the Contract award in the event that USAID would like to meet these position needs at a later date, post-award.)*

The Position Descriptions, provided in Attachment I, are generalized role/function descriptions. It is envisioned that for all newly filled positions (not filled on award creation with incumbent staff) full position descriptions, detailing specific needs, technical, geographic, or other specialized knowledge or education requirements, and additional information concerning which teams, divisions, or other organization structures for which the specific position is planned will be drafted by the government and provided to the Contractor.

The summary of positions and estimated staff provided in Attachment I - Position Descriptions only accounts for the Government’s full-time employment support needs under Category 1, and it does *not* account for the contract management team (“Key Personnel”) within the Contractor’s Home Office, which should be proposed during the solicitation phase (see Key Personnel section below).

1. *Category 2: Short-term PDEX Contractors*

In addition to primary ITR PDEX Contractor Employees hired under Category 1, the Contract shall have the capability to support additional PDEX Contractor employees on a short-term basis as needed throughout the duration of the Contract. For the purposes of this SOW, “Short-term” is defined as full-time employment (40 hours/week) for between 1 month and 12 months, maximum. Benefits (health insurance, leave, retirement, etc.) for contractor employees under Category 2 shall be provided commensurate with the Offeror’s standard employment policies and all relevant local and national labor laws applicable to part-time employees.

While no specific needs for Category 2 (short-term) employees are included in the initial Requirement, the Contract ceiling will include flexibility to allow USAID to fund up to an estimated 50 short-term employees under Category 2 over the life of the Contract. Positions supported under Category 2 are anticipated to be in support of core ITR functions. In addition, DDI/ITR may enable other Missions, Bureaus, and Independent Offices (M/B/IOs) to “buy-in” to the contract for specific needs under Category 2. In these cases, specific scopes will be identified and negotiated post-award and funds will be obligated into the Contract specifically in support of each supplemental “buy-in.” *(NOTE-- These additional Category 2 short-term*

employees are not guaranteed to be funded under the Contract. Rather, USAID will accommodate them in the Total Estimated Cost (TEC) ceiling of the Contract award in the event that USAID would like to meet these position needs at a later date, post-award.)

1. Category 3: Episodic Consultancy Support

In addition to providing staffing support under Categories 1 and 2, the PDEX Contractor shall also have the capability to provide as-needed consultancy support under Category 3 of this Contract. Specifically, PDEX shall have the ability to advertise for, recruit, and hire a series of professional consultants to be made available to USAID at a negotiated daily or hourly rate in order to provide discrete technical skills, meeting/retreat facilitation, event management, professional development, professional technical communication, or other short-term staffing support or technical expertise throughout the duration of this Contract. “Episodic consultancy support” as defined by Category 3 of this SOW are defined as ranging between 2 hours (small activities) to 1 month overall (160 hours) level of effort (LOE) for more complex needs and will be identified on an as-needed basis post-award. Consultants must be paid on an hourly, or daily basis for actual work performed. As consultants under Category 3 will not receive benefits under PDEX, their rates should be presented as fully burdened rates.

While no specific needs for Category 3 (episodic consultants) are included in the initial Requirement, the Contract ceiling will include flexibility to allow USAID to fund up to an estimated 100 consultant employees under Category 3 over the life of the Contract. Positions supported under Category 3 are anticipated to be in support of core ITR functions. In addition, DDI/ITR may enable other M/B/IOs to “buy-in” to the contract for specific needs under Category 3/consultancy support. In these cases, specific scopes will be identified and negotiated post-award and funds will be obligated into the Contract specifically in support of each supplemental consultancy “buy-in.” *(NOTE-- These additional Category 3 episodic consultancies are not guaranteed to be funded under the Contract. Rather, USAID will accommodate them in the Total Estimated Cost (TEC) ceiling of the Contract award in the event that USAID would like to meet these position needs at a later date, post-award.)*

In summary, the estimated number of staff personnel (PDEX Contractor Employees in Categories 1, 2, and 3) required to carry out the Contract for USAID over the next five years (one two-year base period plus three one year option years) includes (but is not limited to):

Table 1. PDEX Contractor Employee Summary Table

PDEX Contractor Employee Summary

Labor	PDEX Contractor Employees to be Hired during the Transition Period (ie, Day One)	Number of Additional PDEX Contractor Employees that may be Hired as needed over the course of the Contract	Est. LOE Hours Per S
<i>Category 1: Full-time PDEX Contractor Employees</i>	41*	25* (13 estimated for new hires in Year 1 and 12 estimated for new hires in Out Years (Years 2-5)).	2080 hours per year (renewable)
<i>Category 2: Short-term PDEX Contractor Employees (TBD)</i>	0	50*	161-2080 hours <i>total</i> per person
<i>Category 3: Episodic PDEX Consultancy Support (TBD)</i>	0	100*	2 hours - 160 hours per consultancy

* Please use these numbers to estimate costs for budgeting purposes; actual numbers may vary and will be discussed during the negotiation phase with the apparently successful Offeror. These numbers, positions envisioned, and other details are provided in Attachment I - Position Descriptions.

As part of the Proposal submitted to USAID, please propose a crosswalk of the positions listed in Attachment I - Position Descriptions with the relevant Offeror's schedule, position, and costs. This crosswalk should be submitted by completing Columns J-O, as applicable, (and through the addition of additional columns or editing existing ones, if necessary) of the template provided in tab "iv - Position Descriptions and Crosswalk".

General Guidance on PDEX Contractor Employees

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity for all PDEX Contractor employees and shall be responsible for taking disciplinary action(s) with respect to their PDEX management and support of employees as necessary. Each PDEX Contractor employee is expected to adhere to standards of behavior that reflect favorably on their employer, and the Federal Government.

PDEX Contractor employees will not be authorized to, and must not supervise, commit, or represent resources on behalf of the U.S. Government, or perform any Inherently Governmental Functions. Work must be performed under the technical direction of a USAID Direct Hire (USDH). Within these limitations, PDEX Contractor employees, in all three Categories, will be expected to complete the following types (illustrative, and not exhaustive) of activities:

1. Provide expert technical support and research to USAID with regards to studies, analyses, data, and systems across a wide array of development-relevant subject areas.
2. Plan program and development assistance activities in accordance with USAID standards, including advising on the preparation of statements of work and other documents.
3. Monitor and support the implementation of program and development assistance activities, with emphasis on identifying constraints, issues, logistical needs, and dependencies of specific inputs.
4. Plan and participate in program assessments and evaluations.
5. Assist in planning, monitoring, coordinating, and reporting on program activities to ensure that activities are efficiently and effectively implemented in a manner that achieves the objectives of the U.S. Government.
6. Provide M/B/IOs with technical, administrative, communication, and programmatic support as permissible.
7. Advise on priorities for strategic development programming efforts.
8. Conduct analyses of development indicators and trends to support program design and strategy development.
9. Contribute support as meeting facilitators, communicators, technical experts, notetakers, writers, and product designers.
10. Provide technical advice on the feasibility, appropriateness, and value of proposed changes in development and humanitarian assistance activities.
11. Prepare and present program reports, success stories, and other reporting and communications materials.
12. Support USAID in our coordination with other donors, NGOs, civil society groups, the private sector, government officials, and the military.
13. Perform secretarial or administrative functions for ITR as needed, to include maintaining the calendars, scheduling meetings, maintaining files, handling mail and correspondence, supporting taskers, preparing travel-related documentation, and making travel arrangements for staff as assigned.

SECTION C.4: CONTRACT TASKS

TASK ONE: ESTABLISH AND MAINTAIN THE “PROVIDING DEVELOPMENT EXPERTISE AND TECHNICAL SKILL (PDEX)” CONTRACT MANAGEMENT STRUCTURE

Overview of Task: Under this Task, the PDEX Prime must source and create the necessary personnel and processes to establish and maintain the PDEX institutional support contract. It is expected that the PDEX Key Personnel identified in this Request for Proposal (RFP) will play a key role in managing PDEX and as such will be available for regular (minimum weekly) phone or in-person consultations and regular (daily) email communications with USAID upon Contract Award.

Subtask 1.A: Participate in PDEX Contract Kick-Off Meeting (Contract Year One)

The PDEX Prime must participate in a PDEX Contract Kick-Off Meeting with the PDEX COR and CO in Washington, DC (or virtually) upon award of the new Contract. This (estimated) 2-hour meeting will be used to orientate the PDEX Prime to the rules, regulations, and operations of USAID. USAID will prepare the agenda for the meeting and the PDEX Contractor shall come prepared to discuss in detail their plans for initiating the implementation of activities under Tasks 1-5 of the PDEX Contract.

The Contract Kick-Off Meeting shall occur within one calendar week of Contract Award.

Subtask 1.B: Develop and Submit an Annual Implementation Plan (All Contract Years)

Each year, the PDEX Prime must submit an Annual Implementation Plan to the PDEX COR outlining the proposed management plan for PDEX for the year, inclusive of a detailed yearly budget project, list of key activities and planned timelines for that Year. In Year 1, the Implementation Plan shall include details on the planned Transition for incoming incumbent institutional support contracts currently supporting ITR, as well as relevant timelines. In Years 2-5 of the Contract (if Option Years are exercised), the Annual Implementation Plan should also include an update on any changes to management or implementation approach based on the preceding year's lessons learned as well as strategies for implementing process improvements based on any challenges identified in the Base Year.

The PDEX Prime must submit the draft Year 1 Annual Implementation Plan (including budget and timeline) within 21 days of Contract Award and a final Plan is due 14 days after receipt of USAID comments. In subsequent Contract Years, draft Annual Implementation Plans (including budget and timeline) are due 60 days before the start of the next Contract Year.

Subtask 1.C: Develop a PDEX-Specific Invoice Format and Process (Contract Year 1) and Implement the Process (All Contract Years)

The PDEX Contract will be funded from a large variety of USAID funding lines and types and supported by various divisions within ITR as well as multiple M/B/IOs across USAID. To ensure appropriate cost accountability and tracking, the PDEX Prime must create an internal process to calculate and document individual incurred/actual staff costs, alignment of these costs

to actual hours worked, and a systematic way to ensure, that these costs are appropriately charged to specific Agency line items/funding types (as identified by the COR) and that PDEX Contractor Employees, consultants, and any relevant subcontracts are billed and reported to the appropriate line items accordingly. Supporting documentation for all costs will be required; it must clearly enable the Government to understand specific direct and indirect costs and line items, be well organized, easy to understand, and must be submitted to USAID with each invoice.

The PDEX Invoice Format shall be organized and structured in a way that is approved by USAID. Each invoice should detail the costs by Tasks, Contractor Employee Category type, personnel name, and Division, and be divided into each budget category (i.e., salary, benefits, travel, etc.). The Invoice shall show expended, total, and remaining funds received for each funding type (by team/organizational structure and funding type, as detailed by USAID). The PDEX Invoice Format must include the information as both: (1) a machine readable (spreadsheet format) for summary and individual PDEX Contractor Employee costs, as well as (2) a .pdf format consolidated document which includes all supporting documentation. One .pdf document for each invoice is preferred, however, it can be split into individual sections if needed due to size.

Subtask 1.C.1 Develop a PDEX-Specific Invoice Format

The initial deliverable for this subtask will be the development of a PDEX Invoice Format, due within 2 weeks of Contract Award and subject to adjustment as needed over the duration of the contract at the direction of the COR. With this initial invoice format must be a precise explanation of all calculations needed to determine the invoice amounts and totals. *A final PDEX Invoice Format (subject to adjustments as needed over the duration of the contract) shall be submitted within 1 week of receiving any feedback from USAID.*

Subtask 1.C.2 Submit Monthly Detailed PDEX Invoices

Subsequently, the Contractor shall use the approved PDEX Invoice Format to provide USAID with an accurate and acceptably detailed invoice with supporting documentation *monthly within 15 days of the end of each monthly performance period.*

Subtask 1.D: Submit Quarterly PDEX Financial Reports (All Contract Years)

Due to the large number of funding types that will be used to support the PDEX Contract, it is essential that the Contractor closely monitor available funds in each funding line to ensure continuity of services for USAID. To support this fiscal monitoring, the PDEX Contractor shall prepare and submit Quarterly PDEX Financial Reports that include, at a minimum: initial obligations by funding line/USAID organization unit, amount expended to date by funding line, USAID organizational unit, and funds remaining by funding line/USAID organizational unit. The PDEX Quarterly Financial Report should also compare actual costs with the yearly budget projection that was compiled as part of the Annual Implementation Plan, denote overall spending, report differences to the approved annual budget, and provide explanations as

needed. The PDEX Quarterly Financial Report shall also include a narrative section that identifies any financial issues and concerns that the COR and CO should be aware of, and proposed solutions or remedies for any identified issues.

Quarterly PDEX Financial Reports shall be due to the COR thirty days after the conclusion of every fiscal quarter (due dates for the report = April 30, July 30, October 30, and January 30) and shall be in a format that the COR approves, subject to adjustments as directed by the COR throughout the Contract period of performance.

Subtask 1.E: Develop, Implement, and Update a Monitoring, Evaluation & Learning (MEL) Plan for PDEX

Effective monitoring and evaluation of performance of individual PDEX Contractor Employees and the overall PDEX Contract, is critical to ensuring that the PDEX Contractor Employees achieve the development goals of USAID through this mechanism. Accordingly, under this task, PDEX must develop and implement a monitoring, evaluation, and learning plan (MEL Plan) for the duration of the contract. The MEL Plan shall be developed in the spirit of a learning and adaptive management plan such that the Contractor may make meaningful adjustments to contract implementation based on lessons learned throughout the Contract period. The Prime Offeror must develop indicators that will be collected on a regular basis (to be proposed by the Prime Offeror) to document the performance of the PDEX Contract.

At minimum, the PDEX Contractor must report on the following indicators:

- Number and percentage of PDEX Contractor Employees at USAID per year, disaggregated by gender (Task 3)
- Average number of days between the Contractor's receipt of a *brand*-new detailed Position Description/Requirement from USAID and presentation of a slate of qualified Candidates to the COR for review (Subtask 3.A)
- Number of days between Contractor's notification of a PDEX Contractor Employee resignation/ITR's need to identify a replacement and the presentation of a slate of qualified Candidates to the COR for review (Subtask 3.C)
- Number and percentage of On-Site USAID Managers who rate the PDEX Contract and employee support received positively (as measured by annual customer satisfaction surveys assessing a variety of relevant factors)
- Number of training hours offered and completed by PDEX Contractor Employees in Categories 1 & 2 (Subtask 3.B)
- Number and percentage of PDEX Contractor Employees at USAID who rate their experience under the PDEX Contract positively (Subtask 3.B)
- Number of days prior to international travel all necessary travel documentation is secured for PDEX Contractor Employees (Subtask 4.D.3)

The goal of the MEL plan, in addition to tracking actual data on the Contract's performance, is to identify areas that are working well in contract implementation, where there have been

challenges fulfilling or meeting contract objectives, and opportunities for learning and improvement that will improve overall contract performance over time.

The MEL plan, and relevant baseline data and targets, must be submitted to USAID within 90 days of award and will be subject to USAID COR approval. The report must be updated on an annual and as needed basis throughout the Contract Award and shall annually include information on how PDEX has learned and adapted their management approaches based on the data collected each year and throughout implementation.

Subtask 1.F: Submit An Annual Performance and Monitoring Report to USAID (Contract Years 1-4)

The PDEX Contractor must submit an Annual Performance and Monitoring Report to USAID summarizing activities conducted in the prior Contract year. The report must include the following sections:

- Executive Summary;
- Overview of tasks completed in the reporting period;
- List of PDEX Contractor Employees employed during the previous year;
- Professional development opportunities provided and PDEX Contractor Employee attendance;
- Monitoring, evaluation, and learning data on the indicators in Subtask 1.E (MEL Plan), presented in table form with baseline and actuals;
- Monitoring, evaluation, and learning narrative, with information on why goals were not met (if applicable);
- Lessons learned to identify challenges to be addressed and inform future implementation; and
- Any other relevant information at the discretion of the PDEX Contractor.

The report must be submitted to USAID 30 days after the conclusion of each Fiscal Year of Contract Performance (the expected Due date for the Report is October 30th of each Year, recognizing that in Year 1 of the Contract the report will cover a shorter reporting period.) In addition, a redacted 508-compliant version of the report shall be submitted to USAID each year, as well, with the same due date. The redacted version shall remove all personally identifiable information and be generally shareable so that the Contractor can publish it to USAID's Development Exchange Clearinghouse for general knowledge sharing once the overall report is finalized and approved (and with similar edits, as applicable).

Subtask 1.G: Submit a Final Performance and Monitoring Report to USAID (Final Contract Year)

Upon conclusion of the contract the PDEX Contractor must submit a summative Final Report inclusive of activities during the full contract period. The report must include the following items:

- Executive Summary

- Overall description of the activities and attainment of results during the contract, including any relevant lessons learned and/or best practices
- A discussion of the overall performance of the contract, including details of any discrepancies between expected and actual results (based on the MEL Plan) and any recommendations for improving the design of the program;
- Monitoring and evaluation data and results on the indicators in Subtask 1.E, presented in table form with baseline and actuals;
- A final summary of contract expenses; and
- Any other relevant information at the discretion of the PDEX Contractor and/or as requested by the COR or CO.

The Final Performance and Monitoring Report must be submitted to USAID no more than 90 days after the end date of the contract. In addition, a redacted 508-compliant version of the report shall be submitted to USAID, as well, with the same due date. The redacted version shall remove all personally identifiable information and be generally shareable so that the Contractor can publish it to USAID's Development Exchange Clearinghouse for general knowledge sharing.

Subtask 1.H: Submit Short PDEX Monthly Progress Reports (All Contract Years)

The PDEX Prime must submit monthly progress reports to the COR outlining progress against Contract tasks and subtasks. These reports can be in bullet form and should be two (2) pages or less. These progress reports are intended to provide quick status updates/highlights for the COR and CO. The primary purpose of the monthly progress reports is to update USAID on specific hiring and retention actions each month (including exact numbers of onboards, recruits, and in-process recruits), provide updates to progress on the annual implementation plan, the status of key deliverables, highlight potential risks, and outline action plans for any potential problem areas identified during Contract implementation.

PDEX Monthly Progress Reports are due on the 5th day of every month (or the first business day thereafter) and should cover activities performed during the previous month.

Subtask 1.G: Participate in Weekly COR Meetings (All Contract Years)

The PDEX Prime must allocate time to participate in (at least) weekly one-hour phone meetings with the USAID COR (and/or USAID CO as appropriate/required). The purpose of the meetings shall be to update the COR on current contract tasks, identify upcoming deadlines and milestones, and problem-solve any real time issues as they develop.

Weekly agendas for the Subtask 1.G COR meetings shall be drafted by the PDEX Contractor with contributions from the COR and/or other USAID staff and distributed at least 24 hours in advance of each meeting. Detailed notes shall be made available to the COR by the end of the business day of each Subtask 1.G. COR Meeting.

TASK TWO: DEVELOP AND DEPLOY EFFECTIVE TRANSITION PLANS

The Contractor shall develop and deploy effective, fluid, and transparent transition plans for both the start-up and close-out of the PDEX Contract. The Contractor must ensure minimal disruption of support services to USAID and minimize impact on existing contract employees as they transition from incumbent staffing Contract(s) to the new PDEX Contract, and to any future staffing support mechanisms identified by USAID following the conclusion of the PDEX Period of Performance. Transition Plans will provide the Agency an overview of the Contractor's approach and will provide the Contracting Officer's Representative (COR) an opportunity to provide feedback on the plan to help ensure smooth transitions between mechanisms.

Subtask 2.A: Prepare a New PDEX Contract Transition Plan (Contract Year 1)

The Contractor shall submit a complete New PDEX Contract Transition Plan to the COR that will outline and ensure a successful transition from incumbent Contract(s) to the new PDEX Contract. Based on learning from the previous institutional support contractor transitions within our Agency, Offerors shall expect 60 days between the signing of the PDEX contract and the start date (onboarding) of subcontractors to allow for appropriate negotiations, alignment, employee communication and preparedness, document sharing, and other transition needs.

As a part of the transition, the Contractor must ensure minimal disruption of support services to USAID and must minimize impact on existing contract employees as they transition between incumbent Contracts and the PDEX Contract. The Contractor must work to ensure a positive experience for all incumbent staff during the transition process. It is expected that the Contractor will work with USAID to provide a "right of first refusal" for positions to all employees employed under relevant incumbent institutional support Contracts currently supporting ITR that are currently performing at, or above, expectations, as requested by USAID. **To assist in this process, the Contractor shall request current copies of all active Position Description (PDs) and any existing/earned leave balances from any relevant outgoing Contractor(s).** ITR's largest existing outgoing institutional support contract is the Technical and Professional Support Services (TAPSS) Contract managed by PM Consulting Group, LLC. It is envisioned that approximately 41 employees will be transitioning from this incumbent TAPSS contract to the new PDEX Contract. At the time of award, USAID will give the contractor an updated list, complete with existing Contractor name(s), position levels, location, names, and contact information for institutional support contractors to be invited to transition to PDEX.

NOTE: Incumbent institutional support contractor employees must NOT be contacted prior to contract award. PDEX Contractor Employees must not be requested or required to sign a "non-compete" clause as part of their employment packages.

The New PDEX Contract Transition Plan must, at a minimum:

- a. Designate an interim management team for the PDEX Contract;
- b. Develop and implement (once approved by the COR) a transition communications plan inclusive of draft notification emails, guidance to incoming PDEX Contractor employees on employment and benefits transitions, and deadlines for all key stakeholders of the transition (e.g.,

ITR leadership, incoming PDEX Contractor employees, and on-site USAID managers for PDEX Contractor employees)

- c. Outline overall timeline of transition activities (including the expectation that all incumbent Contractor employees will be on boarded onto PDEX within 60 days of Contract Award);
- d. Detail a strategy for working with ITR's outgoing TAPSS mechanism (including for the transfer of all Government-furnished property, critical programmatic files, records and materials);
- e. Propose a plan to identify the currently filled/modified ITR positions and steps for transitioning the currently seated incumbents to the new PDEX Contract award;
- f. Detail the process for determining a competitive offer package that meets or exceeds the existing salary, leave, and benefits package for each incumbent;
- g. Outline a plan for working with USAID to ensure appropriate transitioning of all security-related matters, to potentially include Top-Secret, Secret, and Facility clearances for incumbents;
- h. Include plans for kick-off meetings for incumbent Contractor employees, USAID on-site managers, and the USAID Contract Management team.

An outline of the New PDEX Transition Plan shall be provided as an Annex to the Offer for evaluation, and the complete draft New PDEX Transition Plan shall be submitted to the COR within 14 days of Contract Award.

Subtask 2.B: Prepare an After-Action Report of Transition Plan Implementation (Contract Year 1)

After the completion of the transition of the staff, government-furnished property, critical programmatic files, records, and materials, and all security-related matters to PDEX, the PDEX Contractor must review and assess its "New PDEX Contract Transition Plan" and provide a set of recommendations, lessons-learned, and best practices for future Contract transitions. The Contractor must develop a written "After-Action Transition Implementation Report" to be submitted to the COR no later than 180 days after the Contract Award date.

The After-Action Transition Implementation Report must address at a minimum:

- a. Review and assess how the New PDEX Contract Transition Plan was used (including but not limited to details on timelines, impacts on staff, impacts on programs/teams, information on security-related transfers and programmatic files, records, and materials, etc.);
 - i. Provide illustrative (removing PII) communications and guidance documents that were utilized through the Transition Plan;
 - ii. Provide an actual (compared to the Transition Plan) timeline for when key actions occurred;

- b. Include feedback received from USAID as well as transitioned PDEX Contractor employees on the overall transition/onboarding process; and
- c. Provide USAID/DDI/ITR with recommendations, lessons-learned, and best practices to help improve future Contract transitions.

The After-Action Transition Implementation Report shall be submitted to the COR within 180 days of Contract Award.

Subtask 2.C: Prepare “PDEX Contract Outgoing Transition Plan” In Support of Contract Demobilization (Final Contract Year)

The Contractor must develop a written “PDEX Contract Outgoing Transition Plan” to be submitted to the COR prior to the completion of the PDEX Contract. The “PDEX Contract Outgoing Transition Plan” must include, but is not limited to, plans for the transfer of any Government furnished property developed during the Contract period and the transfer/disposition of any equipment purchased under PDEX, as well as plans to transfer all critical programmatic files, records, and materials to the incoming Contractor. It also must include plans to support the transfer of any incumbent PDEX Contractor employees to new positions on any new institutional support contracting mechanism.

The “PDEX Contract Outgoing Transition Plan” must address at a minimum:

- a. Overall timeline of planned transition activities;
- b. Strategy for working with the incoming Contractor;
- c. Strategy for providing the incoming Contractor information to transition incumbent staff to the new contract;
- d. Strategy for effective onboarding for new staff based on the Lessons Learned from the PDEX transition;
- e. Plan for transition of all security-related matters, to include transfer of secret-level security clearances;
- f. Plan for transition of government-furnished property, equipment, critical programmatic files, records, and materials, and electronic support services;
- g. Best practices or lessons learned from implementation of PDEX to-date to assist incoming Offeror;
- h. Identification and remediation plans for any anticipated challenges or concerns;
- i. Identification and description of the support needed from COR;
- j. Any additional information deemed important by the Contractor or as requested by the COR.

The Contractor must submit the written “PDEX Contract Outgoing Transition Plan” to the COR no later than 120 days prior to the anticipated end date of the PDEX Contract (end date will be influenced by the exercising of any existent Option Years, as well as calculations of funding ceiling/available pipeline remaining on the PDEX Contract).

TASK 3: DEVELOP AND IMPLEMENT EFFECTIVE RECRUITMENT, RETENTION, REPLACEMENT, AND/OR REMOVAL PROCESSES FOR PDEX CONTRACT

The success of the PDEX Contract will be highly dependent upon the quality and diversity of the PDEX Contractor employees that are recruited and retained to support the effort. The capability of the PDEX Contractor to recruit and retain high-quality PDEX Contractor employees (in Categories 1-3) is critical because the ability to maintain this essential support staff is vital to supporting ITR in performing time-sensitive, priority development work for the Agency. Time lost in recruitment or managing vacancies cannot be afforded and therefore the Contractor shall prioritize the development and deployment of recruitment and retention strategies that will incentivize PDEX Contractor employees to apply for, and stay in, PDEX Contractor positions. To support this goal, the Contractor shall implement effective, efficient, and transparent approaches to recruit, select, onboard, retain, and replace and/or remove PDEX Contractor employees throughout the duration of the contract period. The approaches deployed shall focus on creating and supporting a diverse, equitable, and inclusive workforce and work environment for all institutional support contractors in compliance with FAR 52.222-26 Equal Opportunity. The Offeror is encouraged to demonstrate innovation, creativity, and cost effectiveness in proposing its recruitment and retention plans.

Task 3.A: Conduct PDEX Contractor Employee Recruitment as Needed (All Contract Years)

The Contractor shall develop and deploy comprehensive, aggressive, multi-pronged, effective and transparent processes for recruiting and recommending new PDEX Contractor employees to USAID, as needed, throughout the Contract period. In addition to the initial Position Descriptions outlined in of this SOW, it is anticipated that additional Position Descriptions will be identified for Category 1 throughout the duration of the PDEX Contract. These subsequent categories will primarily be needed to provide niche, technical expertise and development support for ITR and might include positions in, but not limited to: cybersecurity, infrastructure, digital technologies and trends, program and award design, emerging USAID priority areas, innovative design, complex research and programming. The PDEX Contractor must develop and deploy a robust recruitment strategy that enables effective and timely recruitment of all PDEX Contractor employees (Categories 1-3) as well as any future Project Descriptions identified during the duration of the Contract.

The Contractor shall provide qualified candidates for consideration for each new or replacement position identified by the COR and present a selection of qualified candidates to USAID for selection in a timely (as agreed to with the COR) manner. The Contractor shall promote diversity, gender equity, inclusion, and empowerment throughout the recruitment process. For example, the Contractor might:

- Integrate evidence-based approaches to intentional, inclusive recruitment of its staff;

- Carefully consider skill sets and traits needed for the team when establishing the ranking factors for hiring;
- Include interview questions that provide an opportunity for a candidate to demonstrate the relevance of their technical and non-technical experience to USAID’s efforts;
- Develop detailed onboarding and monitoring processes that reflect the diverse nature of new staff and ensure that new hires feel supported and empowered in their workplace; and/or
- Utilize evidence-based approaches to staff retention, including but not limited to, collaboration with colleagues from other mechanisms and employee groups to advance organizational development initiatives and/or staff-related data collection and analysis.

Recruitment should be from qualified individuals from appropriate and diverse sources in an endeavor to achieve a work force from all segments of society and selection recommendations should be determined equitably. The Contractor shall validate all candidate credentials and/or certifications prior to presenting the candidate(s) to the Government for review and approval. Finally, the process shall include interviews with PDEX Key Personnel as well as reference checks before an Offer is made.

When a new hire is being considered, the COR will be given an opportunity to review the qualifications of the proposed candidate(s) and confirm that the minimum qualifications associated with the position are met. To support this review, the Government requests a courtesy copy of the resume(s) being considered. In addition, writing samples and other work products may be required for Technical positions and a “meet and greet” either by telephone, videoconference or in person between the candidate(s) and the USAID hiring office shall be organized by the Contractor for top candidates of interest in order to ensure a ‘good fit’ within the targeted office. In the instance where there is a dispute between the Contractor and the Government on a potential employee’s qualifications, the final decision will rest with the COR.

If the Government is in agreement with the Contractor’s recommendation for the PDEX Contractor employee, the Contractor will proceed with making a competitive offer to the candidate and, if accepted, will proceed with initiating the clearance process and placing the new PDEX Contractor employee within their USAID host team.

Recruitment of new PDEX Contractor employees shall take place throughout the Contract Period. The Contractor shall provide a list of qualified candidates to the COR within 14 calendar days of receipt of each new (or backfill) Position Description.

Subtask 3.B: Develop and Implement Processes to Retain PDEX Contractor Employees (All Contract Years)

While the Contractor must recruit appropriate staff with the necessary skills and abilities to perform in their designated positions, it is equally important that the Contractor propose, develop, and implement a retention strategy to ensure PDEX Contractor employee satisfaction with the Contract, with an aim of minimizing attrition, maximizing retention, and supporting

overall employee satisfaction. Offerors are encouraged to propose and implement innovative approaches to increase PDEX Contractor employee morale and satisfaction, but they must, at a minimum, include:

- The development and implementation of an PDEX New Employee Orientation Training and the creation of an Employee Handbook (Subtask 4.B) for new staff to become familiar with the PDEX Contract Prime company policies and procedures (all PDEX Categories)
- The development of an in-service training for new staff to become familiar with PDEX Contract processes and procedures (all PDEX Categories)
- Provision of, or access to, (in the form of travel and course registration cost support) training in support of PDEX Contractor employees' professional development and growth (Categories 1 & 2 only)
- Incorporation of an upward mobility program that would allow for transition and upward movement and equitable advancement between labor categories (Category 1 only)
- Use of a competitive salary and benefits package, as well as a performance award system, that will promote employee satisfaction and retention throughout the life of the Contract (Categories 1 & 2)

Efforts to retain PDEX Contractor employees shall be instituted, maintained, evaluated, and modified as needed throughout the duration of the Contract period.

Information on training opportunities available for PDEX Contractor Employees shall be included as a part of the PDEX Contractor Employee Handbook (Subtask 4.B) and the PDEX Contract Client Handbooks (Subtask 4.C).

Information on retention strategies (including # of training hours offered and completed) shall be included in the PDEX Contractor's Annual Performance and Monitoring Report (Subtasks 1.F).

Subtask 3.C: Develop and Implement Processes to Replace and/or Remove PDEX Contractor Employees As Needed (All Contract Years)

Through the course of the period of performance, it is likely that PDEX Contractor employees will need to be replaced for a variety of reasons. Any candidates proposed by the Contractor to replace a departing PDEX Contractor employee shall be at least equally as qualified as the departing PDEX Contractor employee in terms of training and experience. The replacement shall at least meet the minimum qualifications stated in the position description.

In the case of a PDEX Contractor employee departure or removal, at a minimum, the Contractor shall notify the Government, in writing at least ten (10) working days prior (except in emergencies) of pending PDEX Contractor employee departure. The PDEX Contractor must propose and subsequently implement an aggressive recruitment and advertising strategy such that they can identify and provide USAID with a list of qualified candidates within 14 days from

the termination date of the departing PDEX Contractor employee or notification of their pending departure (whichever is earlier).

Similarly, if USAID cannot utilize a PDEX Contractor employee and/or is not satisfied with his/her performance, and any existent improvement plans have failed to improve performance or behavior, the CO/COR may provide a written request to the Contractor for the removal of the PDEX Contractor employee. Upon receipt of such a written request, the Contractor shall remove the PDEX Contractor employee from the contract assignment and provide a replacement upon request.

Replacement and removal of PDEX Contractor employees shall take place throughout the duration of the Contract period. In each case, the Contractor shall identify and provide USAID with a list of qualified candidates resumes no later than 14 days from the termination date of the departing PDEX Contractor employee (or notification of pending termination date, whichever is earlier).

Information on recruitment strategies (including # of days needed to identify qualified candidates) shall be included in the PDEX Contractor's Annual Performance and Monitoring Report (Subtasks 1.F).

TASK 4: DEVELOP AND IMPLEMENT EFFECTIVE AND EQUITABLE PROCESSES TO MANAGE, SUPERVISE, PAY AND SUPPORT PDEX CONTRACTOR EMPLOYEES

Management, supervision, and payment of the PDEX Contractor employee personnel pool is one of the core functions of the PDEX Contract. It is critical that the PDEX Contractor develop and maintain clear company and employee guidelines and policies that: a) encourage PDEX Contractor employees to stay on the Contract and b) facilitate easy communication with USAID and fulfillment of USAID requirements. Accordingly, the Contractor shall develop and implement Standard Operating Procedures (SOPs) aligned to the subtasks below that will enable effective, efficient, and transparent deployment of the PDEX Contract to include but not be limited to the following topics: PDEX Contractor Employee general procedures and supervision; travel procedures and processes; compensatory time guidelines; use of telework and other work-life flexibilities; and deployment of a competitive benefits. Offerors shall develop and deploy personnel policies that model and support diversity, equity, inclusion, accessibility, and equal employment opportunity principles throughout the Contract life cycle.

If there are multiple subcontractors supporting PDEX as employers of PDEX Contractor Employees, the Prime and any subcontractors employing PDEX Contractor Employees must offer consistent salary and benefits packages to their respective PDEX Contractor Employees to ensure equity across all PDEX Contractor Employees. In addition to promoting equity across staff provided through the PDEX Prime Contractor and any subcontractors, the Contractor shall also seek to mitigate inherent inequities between institutional contractor staff and U.S.

government direct-hire staff to the extent feasible through deployment of equitable employee practices, particularly related to time and attendance, leave policies, and flexible work schedules.

Subtask 4.A: Develop and Update Standard Operating Procedures (SOPs) for PDEX (All Contract Years)

As a part of their proposal the Offeror must provide an overview of, and then upon Contract Award, the Offeror must develop a robust set of Standard Operating Procedures (SOPs) to support administration of the PDEX Contract. The SOPs shall outline key Contractor plans for PDEX operations and staffing support throughout the duration of the Contract. The minimum list of topics to be covered in the SOPs shall include (as follows in this SOW throughout Tasks 4 and 5) the following key elements of administering the PDEX Contract:

- Development and Administration of a Competitive Salary and Benefits Package for PDEX Contractor Employees (*Subtask 4.A.1*)
- Determination and Implementation of a Time & Attendance System for Tracking PDEX Contractor Employee Hours (*Subtask 4.A.2*)
- Development of Processes for Supporting Travel for PDEX Contractor Employees (*Subtask 4.A.3*)
- Development and Deployment of Compensatory Time and Travel Compensatory Time Policies and Processes (*Subtask 4.A.4*)
- Development and Maintenance of a Process to Support Telework, Remote Work, and Other Work-Life Flexibilities for PDEX Contractor Employees (*Subtask 4.A.5*)
- Development and implementation of a Process to Support PDEX Contractor Employee Training, Performance Management, Evaluations, Promotions, and Awards (Task 5)
- Any additional critical SOPs deemed necessary by the Offeror to successfully employ PDEX contractor employees under Categories 1, 2, or 3 of PDEX.

An overview and critical elements and proposed approaches to include in the SOP shall be included as a part of the Offeror's Technical Approach narrative and will be evaluated.

Upon Award, a complete and detailed set of Standard Operating Procedures (including any relevant forms) shall be submitted to the COR for approval within 21 calendar days of contract award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit a revised set of Standard Operating Procedures to the COR within 7 calendar days.

Subtask 4.A.1: Develop and Administer a Competitive Salary and Benefits Package for PDEX Contractor Employees (All Contract Years)

As a part of the overall SOPs for PDEX, Contractor shall develop, propose and implement a highly competitive salary and benefits package to support PDEX Contractor employees hired under Categories 1 and 2 of this contract. Proposed salary and benefits packages should be competitive with a goal of increasing PDEX Contractor employee retention. *The Contractor and any proposed subcontractors who will employ staff must provide a consistent benefits package*

such that all employees hired under this mechanism have equitable access to consistent salary and benefits administration. (In other words, if there are multiple Contract Employers supporting PDEX, the Prime and any subcontractors employing PDEX Contractor Employees must offer consistent salary and benefits packages to their respective PDEX Contractor Employees to ensure equity across all PDEX Contractor Employees.)

At a minimum, the PDEX Contractor shall develop, provide, and implement a competitive benefits package that includes health, dental, and vision benefits; DC metro transit benefits; retirement benefits; and paid vacation/leave and sick leave options for employees. In addition, the Contractor must administer the salary and benefits in an efficient manner to ensure employees receive timely and accurate disbursement of salary and benefits each pay period, and as outlined below. Lastly, the Contractor must work to resolve issues experienced by the PDEX Contractors while they are employed as soon as possible and must inform the COR of any major issues or concerns immediately and also include them as a part of the monthly Progress reports (Subtask 1.H).

Subtask 4.A.1.a: Determine Salary (All Contract Years)

The Contractor shall offer competitive salary compensation within the designated GS equivalency salary range identified for each Position Description in Attachment I - Position Descriptions. The PDEX Contractor must develop a fair and transparent process for salary offers for each PDEX Contractor Employee hired under the contract, consistent with all relevant employment laws. This includes offering salaries comparable to, or better than, those currently being received by any incumbent institutional support contractors who will be transferring over to PDEX from existing contracts.

Subtask 4.A.1.b: Provide a Competitive Benefits Package (All Contract Years)

As a part of the overall SOPs for PDEX, the Contractor shall develop and offer a comprehensive PDEX Contractor employee benefits package that will ensure effective recruitment and retention of PDEX Contractor employees. At a minimum, the Contractor shall provide the following as part of the competitive benefits package developed for, and offered to, all PDEX Contractors:

1. Health, dental, and vision insurance;
2. 401(k) or other retirement account contributions, such as employer matching benefits;
3. Short-term and long-term disability coverage;
4. DC Metro transit benefits up to the government maximum allowance, in accordance with USAID ADS Chapter 515 (<https://www.usaid.gov/ads/policy/500/515>);
5. Reasonable ad hoc parking subsidy support as necessitated by USAID to accommodate necessary on-site job performance;
6. Paid time off for all Federal Holidays designated by the Office of Personnel Management including any *ad hoc* or DC locality Federal Holidays;

7. Process to account for/incorporate existing accrued annual/sick leave earned under incumbent USAID institutional support contractors as they become PDEX Contractor employees;
8. Minimum of 7 paid days of sick leave (in compliance with Executive Order 13706) and 14 days of personal leave. If it is company policy that leave hours are accrued per pay period, the Contractor must develop, propose, and implement a process to enable PDEX Contractor employees to “borrow” up to 10 personal leave days in advance if the leave is needed and approved by USAID.
9. Paid parental leave (either through the Contract or through the DC Paid Family Leave Act, as able) for PDEX Contractor employees in Category 1 for up to 12 weeks of paid time off for the birth, adoption or foster of a new child.
10. Lastly, Offerors are highly encouraged to propose additional benefits as a part of their package to help ensure that the Contractor can recruit and retain the highest caliber employees available to support the PDEX requirement.

Each employee does not need to select all of the above offerings, but they should be made available by the PDEX Contractor for selection upon hiring and PDEX Contractor Employees in Category 1 should be allowed to make changes at least once per calendar year, consistent with individual employer policies.

The terms of these benefits, and how they will be administered and offered to employees, including the amount/percentage of direct employee contribution(s) to insurance premiums, must be addressed in the proposal and will be evaluated, and must also be explained in additional details in the SOPs.

Subtask 4.A.2: Determine and Implement a Time & Attendance System for Tracking PDEX Contractor Employee Hours (All Contract Years)

As a part of the overall SOPs for PDEX, the Contractor must outline a Time and Attendance (T&A) system for all three Categories of PDEX Contractor Employees to report hours worked and leave requested and taken (Categories 1-3). The system may be electronic. The system must be explained to all new PDEX contractor employees as a part of their initial Contract employment orientation training (Subtask 3.B) and information on the system should be included in the PDEX Contractor Employee Handbook (Subtask 4.B). Lastly, there should be an easy way for PDEX Contractor employees to seek clarification on time and attendance issues, and/or on technical issues accessing the time and attendance system.

Subtask 4.A.3: Develop Processes and Support Travel for PDEX Contractor Employees (All Contract Years)

It is expected that some PDEX Contractor employees will be requested by the government to travel to local, domestic, and international destinations in support of USAID development

activities. Travel may be short-term or long-term, depending on the employee's project description and funding available to support the travel effort. USAID-financed international travel by PDEX Contractor employees is subject to the terms and conditions of the Contract. All PDEX Contract travel shall be conducted in accordance with the Federal Travel Regulations, GSA Travel Guidance (domestic), Department of State Travel Guidance (international), Cost Principles outlined in FAR part 31.205-46, and USAID ADS Travel Guidelines the policies are established in AIDAR 752.7002. For transparency, all relevant travel policies should be included in the SOPs. In addition, all travel must be approved by the PDEX COR (COR) or Contracting Officer prior to commencing.

Subtask 4.A.3.a: Develop A Process and System for PDEX Contractor Employees' Travel Requests and Reimbursements (Contract Year 1)

Under PDEX, the Contractor shall be responsible for making all travel arrangements to support PDEX Contractor employees during the conduct of tasks assigned under this contract. Accordingly, the Offeror shall propose and deploy an efficient, complete, and user-friendly Travel Request and Management process for COR/CO approval and use the approved process throughout the contract period. At a minimum, the process must allow for the PDEX Contractor to solicit information on a request form that captures the PDEX Contractor Employee contact information, travel dates (arrival and return), travel locations (origination and return), reasonable justification for proposed trip, a description of the benefit to USAID for the proposed trip, and a budget breakdown of proposed costs to the contract for the trip (consistent with all regulations around allowable costs). The established travel request review, booking, and approval process must be timely and efficient and ensure tickets and reservations are able to be purchased expeditiously to best match the travel budgets submitted. The processes must also ensure PDEX Contractor Employees' travel route preferences (home airports, time of day for travel, etc.) are honored, whenever feasible, in the final booking decisions. Further, the process designed must also ensure that an efficient and not overly burdensome process exists for the submittal, review, and payment of travel cost payment and/or reimbursement requests.

Subtask 4.A.3.b: Maintain and Implement PDEX Contractor Employee Travel System (All Contract Years)

Once established and approved, the PDEX Contractor shall maintain and periodically update (with COR approval) the process for supporting PDEX Contractor employee travel requests. The Contractor shall ensure that all travel requests are completed in a timely manner with minimal disruption to the government. The travel request process shall not be made unduly burdensome and any changes to the travel request process must be clearly communicated to all stakeholders for the PDEX Contract in writing (COR, USAID on-site managers, and PDEX Contractor employees) to the extent possible well in advance of such changes taking effect. The travel system must include a timely, efficient, and well described system for PDEX Contractor employees to request and receive travel cost reimbursements.

Travel conducted and supported under the PDEX Contract shall be managed throughout the Contract period and a summary of trips supported shall be included in the Annual Performance and Monitoring Report to the COR (Subtask 1.F).

Subtask 4.A.3.c: Support the Procurement of Necessary Travel Documents and Vaccines (All Contract Years)

As a part of the overall SOPs for PDEX, the PDEX Contractor shall be responsible for having a process to authorize PDEX Contractor employees to obtain (as needed) an up-to-date personal passport, relevant Visas, and appropriate vaccinations and travel-related medicines for all personnel who will be required to travel outside the continental United States, Hawaii and Alaska to accomplish development work for USAID, as assigned under this contract. The PDEX Contractor shall be responsible for reimbursing travelers for passports, visas, global entry, or vaccinations required for travel to foreign countries to accomplish work assigned under the PDEX Contract.

Appropriate travel documentation shall be obtained at least 7 calendar days prior to departure date for each traveling employee. Tracking of this metric shall be included and reported as a part of the Subtask 1.F Annual Performance and Monitoring Report.

Subtask 4.A.4: Develop and Institute Compensatory Time and Travel Compensatory Time Policies and Processes (All Contract Years)

Occasionally throughout the duration of their employment, some PDEX Contractor employees (Category 1-2) may be required to perform additional duty hours above weekly work hours to support critical USAID priorities or development activities (per request of the Government). In these cases, the PDEX Contractor Employees and/or the USAID on-site Manager must request, in advance, permission for accrual of additional hours against the contract from both the COR and the PDEX Contractor. In addition, the PDEX Contract shall have a process to compensate (either through additional pay or through compensatory time equivalent leave hours, consistent with their employee policies) the PDEX Contractor employees accordingly and appropriately. Accordingly, as a part of the overall SOPs for PDEX, the Contractor shall develop and update periodically a Compensatory Time and Travel Compensatory Time policy request process and system to accommodate these circumstances for their PDEX Contractor Employees.

The process must include, at a minimum, documentation of the PDEX Contractor employee name and USAID operating unit, pay period(s) and hours where additional time is needed, a reasonable justification for the need for extra hours and the request/benefit to USAID for the additional support, a summary tracking of hours requested, and estimated cost to USAID.

For planning purposes, the following types of additional time may be requested under the PDEX Contract and shall be included in the Contractor's Compensatory Time and Travel Compensatory Time Policies and Processes:

- **Compensatory Time:** Compensatory time off is an alternative to overtime worked, and must be approved by a CO or COR (AIDAR 722.103-1) in advance. Compensatory Time off with pay in lieu of overtime pay for irregular or occasional overtime work is an option that shall be available, consistent with the Contractor's personnel policies, for PDEX Contractor employees.
- **Travel Compensatory Time:** A PDEX Contractor employee shall earn travel compensatory time off for travel when he or she spends time in a travel status away from his or her official duty station; when such time is not otherwise compensable and when it is outside of/ or exceeds the PDEX Contractor Employee's standard hours of duty in a given week. To qualify, the travel must be officially authorized for Agency-related work purposes and USAID must approve the travel and travel compensatory time prior to earning. The Travel Compensatory Time calculation should be aligned to USAID's policy, [ADS 472.3.3](#)

Subtask 4.A.5: Develop and Maintain Process to Support Telework, Remote Work, and Other Work-Life Flexibilities for PDEX Contractor Employees (All Contract Years)

As a part of the overall SOPs for PDEX, the Contractor shall propose, design, and implement, a telework and flexible work policy for PDEX Contractor Employees hired under the PDEX Contract that will maximize workplace flexibility available to the Government and also support competitive work-life flexibilities for PDEX Contractor Employees commensurate with increased flexibilities available to employees across the Federal Workforce. This process shall be flexible and readily deployable such that in the event of unanticipated national or global emergencies (ex. pandemics, power outages, severe weather events, etc.), PDEX Contractor Employees can readily adjust their performance approach to ensure their work can continue to be performed from off-site locations if/as needed.

Subtask 4.A.5.1: Develop Process and Guidelines to Support Telework (All Contract Years)

Where operational considerations permit, telework arrangements that conform to telework criteria established in USAID's telework policy and PDEX Contractor employer policies shall be approved and PDEX Contractor employees shall be given the opportunity to telework where appropriate. The PDEX Contractor shall develop an adequate request and approval process that is consistent with USAID Telework policies. Per ADS 405, to be eligible for participation in the Telework Program, individuals must: (1) be deemed eligible; (2) complete the required telework training; and (3) have a current telework agreement with USAID Manager/ POC approval.

Telework arrangements for PDEX Contractor employees shall be negotiated with the individual PDEX Contractor employee, the PDEX Contractor, the COR, and the USAID

on-site manager, so policies and procedures are in close alignment and all concerned parties are in agreement. Any denial of telework requests and the reason for denial shall be in writing and must be approved by USAID. The PDEX Contract Telework policy shall also include policies and processes to support occasional requests for full-time remote teleworkers.

Subtask 4.A.5.2: Maintain, Update, and Implement Policies to Support Work-Life Flexibilities for PDEX Contractor Employees (All Contract Years)

In addition to situational and full-time telework requests, as a part of the overall SOPs for PDEX, the Contractor shall include in their policies any other work-life or schedule flexibilities deemed to be appropriate for PDEX Contractor employees. This could include [flexible schedules](#) similar to those authorized by the Office of Personnel Management, and consistent with USAID procedures. The goal is to develop, support, and implement policies that create a compelling work environment that will lead to long-term retention and satisfaction of PDEX Contractor employees, while also fulfilling the needs of the U.S. Government.

Subtask 4.A.5.3: Develop and Maintain a Process to Support PDEX Contractor Stationed Overseas (All Contract Years)

It is anticipated that throughout the duration of the Contract, USAID might require PDEX Contract support in facilitating placements of PDEX Contractor Employees overseas. To enable this support, the Contractor shall have in place appropriate processes to ensure that PDEX Contractor Employees in Categories 1 & 2 can receive salary, benefits, and requisite living expenses for their respective overseas duty stations (as needed). This support shall be consistent with all relevant regulations and shall include travel, housing, and benefits as appropriate. At the time of Contract Award, there is one individual who meets this criteria, but this number is expected to expand over the life of the Contract.

Upon Award, a complete and detailed set of Standard Operating Procedures covering all items in Subtask 4A (including any relevant forms) shall be submitted to the COR for approval within 21 calendar days of contract award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit a revised set of Standard Operating Procedures to the COR within 7 calendar days.

Subtask 4.B: Develop a PDEX Contractor Employee Handbook (Contract Year 1)

Upon approval of the final SOPs under Subtask 4.A of the PDEX Contract, the Contractor shall develop a PDEX Contractor Employee Handbook that outlines all key employment related information needed by the PDEX Contractor employee for employees in Category 1 and 2, consistent with the approved SOP. The “handbook” can be hard copy, electronic, or incorporated into a broader electronic system but must be printable so that the PDEX Contractor employee can access it in a variety of formats. The Handbook must, at a minimum, outline all key employee policies of the PDEX Contractor including employment rules, annual and sick leave policies, benefits information, travel guidelines, and work-life flexibilities. It shall include

copies of, or links to, all relevant time sheets, travel, telework, and leave request forms and company policies that will be needed by the PDEX Contractor employees throughout the duration of their employment contracts. Further, the PDEX Contractor Employee Handbook shall clearly distinguish any differences in SOP, benefits, or other factors between Category 1 and 2 PDEX Contractor Employees. To the extent possible, the PDEX Contractor shall ensure that travel policies and work-life flexibilities provided to the PDEX Contractor employees align well with general USAID and federal government policies related to travel, time and attendance and work-life flexibilities.

The PDEX Contractor Employee Handbook shall be submitted in draft format to the COR within 1 calendar week of the approved SOP, as it is expected to contain much of the same information and forms as the SOP approved under Subtask 4.A, but with a slightly adjusted audience. Upon receipt of comments from USAID, the Contractor shall have 7 calendar days to finalize the Employee Handbook and submit a revised and final version to the COR. All PDEX Contractor employees in Categories 1 and 2 shall be provided with the Employee Handbook on their first day of employment.

Subtask 4.C: Develop a PDEX Contract Client Handbook for USAID (Contract Year 1)

Upon approval of the final SOPs under Subtask 4.A of the PDEX Contract, the Contractor shall develop a PDEX Contract Client Handbook for USAID that outlines all key employment related information related to all three Categories of PDEX Contractor employees covered under PDEX. The Client Handbook shall be consistent with the approved SOPs in Subtask 4.A as well as the Employee Handbook approved as a part of Subtask 4.B. The “handbook” can be hard copy, electronic, or incorporated into a broader electronic system but must be printable so that USAID on-site managers for PDEX Contractor employees can access it in a variety of formats. The Handbook must, at a minimum, outline all key employee policies of the PDEX Contractor including employment rules, annual and sick leave policies for full-time employees, benefits information, travel guidelines, and work-life flexibilities. It shall include copies of, or links to, all relevant time sheet, travel, telework, and leave request forms and company policies that the company will require PDEX Contractor employees to complete in order to ensure on-site USAID managers understand the PDEX Contract expectations of PDEX Contractor employees throughout the contract period. Further, the PDEX Contractor Employee Handbook shall distinguish any differences in SOPs, benefits, or other factors between Category 1 and 2 PDEX Contractor Employees. It shall also include detailed information for USAID managers regarding how (with a detailed list of processes) USAID managers can work with the COR to request additional/new positions to be recruited under Category 1, 2, and/or 3 of the PDEX Contract and include detailed information on their role in the employee performance management process outlined under Task 5.

The PDEX Contract Client Handbook for USAID shall be submitted in draft format to the COR within 1 calendar week of the approved Employee Handbook, as it is expected to contain much of the same information and forms as the SOP and Employee Handbook, but with a slightly adjusted audience. Upon receipt of comments from USAID, the Contractor shall have 7

calendar days to finalize the Client Handbook and submit a revised and final version to the COR. All USAID on-site managers for PDEX Contractor employees in Categories 1 & 2 shall be provided with the Client Handbook immediately upon their identification as on-site managers.

TASK 5: DEVELOP AND IMPLEMENT A PROCESS FOR SUPPORTING PDEX CONTRACTOR EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT, PERFORMANCE MANAGEMENT, EVALUATIONS, PROMOTIONS, AND AWARDS

Ensuring PDEX Contractor employees are supported in their professional development and growth throughout the duration of the Contract period will lead to higher employee morale which will result in increased employee retention and ultimately better results for USAID. Accordingly, the final key task in this SOW is the creation and deployment of a PDEX Contractor Employee professional development plan. Specifically, the Contractor shall propose, develop, and implement a comprehensive, transparent, equitable and effective approach to support PDEX Contractor employee professional growth through training, leadership development, performance management, annual PDEX Contractor employee evaluations, and merit-based promotions and performance awards throughout the duration of the contract period. At a minimum, the performance management plan shall ensure that each PDEX Contractor Employee (Categories 1 and 2) has a detailed Position Description (PD) for their job, relevant performance standards for their specific job, and a clear understanding of expectations for their role at USAID and how they can be successful. The performance management plan shall include an ongoing and annual and equitable review process as well as opportunities for promotions, upward mobility where appropriate, and annual recognition for high performance.

Subtask 5.A: Develop and Maintain PDEX Contractor Employee Training Program (All Contract Years)

The Contractor shall propose and implement a cost-effective and comprehensive PDEX Contractor Employee Training Program to ensure employees have access to training to broaden their technical skills, improve customer service, and to promote their career development (which should support overall retention efforts). Training offerings shall embrace the concepts of strengthening interpersonal skills, “soft” skills development, understanding and appreciating diversity, efficient office skills, professional communications (oral and written), software competency (i.e. Google platform, Microsoft Office), customer service and professional certification maintenance, leadership development, security knowledge, etc. The Contractor shall make information available to the PDEX Contractor Employees on how they can access and take advantage of relevant training via USAID’s internal training portal known as “USAID University.”

In addition, the Training Program shall include a process to enable the PDEX Contractor employees (or USAID on-site managers) to request advanced training in specific areas of technical competence and expertise. These additional training opportunities will be funded specifically by the USAID M/B/IO through funds added to or identified on the contract on a

case-by-case basis. The Contractor shall budget for \$1500 per full-time PDEX Contractor Employee (Category 1) per year for additional training.

Lastly, in addition to the developmental training noted above, PDEX Contractor employees may also be requested by the government to attend USAID program support related training provided by USAID, at no cost to the Contractor. Specifically, there are a variety of USAID required security, privacy, and other training courses that must be incorporated into the training plan each year. Mandatory trainings for PDEX Contractor employees must include any trainings required of USAID institutional contractors, currently including but not limited to:

- USAID New Employee Orientation (NEO)
- Annual Security Refresher Training
- Annual Privacy Training
- Annual Cybersecurity Awareness Training Challenge
- Annual Counterintelligence and Insider Threat Awareness Training
- Foreign Affairs Counter Threat (FACT) training (when applicable)

Detailed plans and related forms (if needed) in support of the PDEX Contractor Training Program shall be submitted to the COR for approval as a part of Subtask 4.A (Develop and Update Standard Operating Procedures (SOPs) for PDEX) 21 days after Contract Award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit final processes and forms to the COR for approval as a part of the updated SOP, within 7 calendar days. The process shall be maintained, and open to adjustment consistent with evolving telework policies within USAID, throughout the Contract period.

Subtask 5.B: Develop and Institute a PDEX Performance Management Process (All Contract Years)

The PDEX Contractor shall propose and implement a comprehensive process to manage the performance of PDEX Contractor employees hosted at USAID (Category 1 only) throughout the contract period. This should include, but not be limited to, meetings (virtual or in-person) with, or electronic surveys of, USAID on-site managers at least once per calendar year to help determine performance standards and assess performance, a process to identify any challenges with performance, and an approach to consider additive professional development opportunities, recognition, or remediation plans and actions (if needed) for each employee hired under PDEX (Category 1). Based on feedback received on each PDEX Contractor Employee through this annual review process, the PDEX Contractor must provide individual feedback and support to all PDEX Contractor Employees in Category 1 at least one time per Contract year and work collaboratively with the PDEX USAID on-site managers and PDEX Contractor Employees to address any performance challenges or issues raised. The Contractor shall work with the COR to resolve any issues as they are identified and/or to provide additional training or professional development support to PDEX Contractor Employees where needs are identified.

Subtask 5.B.1: Develop and Institute PDEX Contractor Employee Performance Evaluations (Annually, each contract year)

The Contractor shall propose and implement a process for (at a minimum) annual employee performance evaluations for all PDEX Contractor employees (Category 1 only, unless appropriate for Category 2). The USAID on-site Manager shall be invited to contribute to the initial annual performance plan setting for each PDEX Contractor Employee in Category 1 and must be contacted to provide feedback during the annual review process. Other novel solutions for performance evaluations and performance management are encouraged.

The Contractor's proposed employee evaluation process (and any relevant forms) shall be submitted to the COR for approval as a part of Subtask 4.A (Develop and Update Standard Operating Procedures (SOPs) for PDEX) 21 days after Contract Award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit final processes and forms to the COR for approval as a part of the updated SOP, within 7 calendar days.

Subtask 5.B.2: Develop and Institute a Process for Merit Promotions (All Contract Years, Rolling Basis)

The Contractor shall propose creative and attractive professional development and merit promotions procedures that will lead to increased recruitment, retention, and satisfaction of PDEX Contractor employees (Category 1 only). The Contractor shall propose and institute an innovative process for promotion opportunities, that includes ladder opportunities or cross-position promotion potential. At a minimum, the process shall allow for:

- a. Annual salary escalation for good performance.
- b. Communication of clear standards employees must meet to advance to the next level within the Contractor's organization.
- c. An equitable means to incorporate merit promotions for individual PDEX Contractors when duties in their *current* position description significantly increase in responsibility, technical requirements, or experience needed to perform a job.
- d. An equitable process to support promotion opportunities for existing PDX Contractors to *different* positions requiring a higher level of responsibility, technical skills, or experience under the PDEX Contract.

The Contractor's proposed full Merit Promotion Process shall be submitted to the COR for approval as a part of Subtask 4.A (Develop and Update Standard Operating Procedures (SOPs) for PDEX) 21 days after Contract Award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit final processes and forms to the COR for approval as a part of the updated SOP, within 7 calendar days.

Subtask 5.C: Develop and Coordinate a Performance Awards Process for PDEX Contractor Employees (All Contract Years)

The Contractor shall propose, and upon approval of the COR, implement an effective, equitable, transparent, and user-friendly process for soliciting, reviewing, approving, and administering performance awards for PDEX Contractor employees to recognize exemplary performance. Both monetary and non-monetary awards (Certificates of Recognition, Time Off Awards, etc.) may be offered to PDEX Contractor employees in Categories 1 and 2 based on the recommendations of

their Employer, their on-site USAID managers, and/or colleagues or peers. Awards must recognize exemplary performance and there must be an opportunity (at least) bi-annually for USAID on-site managers to recommend PDEX Contractor employees for awards. The Contractor is encouraged to propose novel solutions to implementing this requirement. The Contractor must ensure that all PDEX Contractor employees under Categories 1-2 are eligible for Performance Awards and that equity exists across any subcontractors that may be deployed to support the PDEX Prime (in other words, if there are multiple Contract Employers supporting PDEX, the Prime and any subcontractors employing PDEX Contractor Employees must offer consistent performance award processes to ensure equity across all PDEX Contractor Employees.) For budgeting purposes, the Contractor shall estimate that each full-time PDEX Contractor employee (Category 1) is eligible for up to \$2000 in performance awards, per calendar year.

The Contractor's proposed Awards Process (and any relevant forms) shall be submitted to the COR for approval as a part of Subtask 4.A (Develop and Update Standard Operating Procedures (SOPs) for PDEX) 21 days after Contract Award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit final processes and forms to the COR for approval as a part of the updated SOP, within 7 calendar days.

SECTION C.5: KEY PERSONNEL

The PDEX Contractor shall provide Key Personnel to oversee PDEX Contractor employees and support the overall PDEX Contract administration and management functions. The Contractor will recruit staff with appropriate qualifications and skills necessary to carry out the functions and tasks as detailed in this section.

Key Personnel required by this Contract include Contract Manager, Financial Manager, Recruitment Manager, Travel and Training Coordinator, and a Facility Security Officer. In addition to key personnel, the Contractor shall propose other management staff as deemed necessary to provide effective and efficient management oversight and contract support to ensure smooth operations. The key personnel are responsible for managing, facilitating and ensuring that activities and tasks are carried out within reasonable requested timeframes and meet quality standards.

Description of Key Personnel

The Key (administrative) Personnel positions under this Contract are:

- **PDEX Contract Manager (CM)/PDEX Contractor Employee Supervisor**
- **Financial Manager**
- **Recruitment Manager**
- **Travel and Training Coordinator**
- **Facility Security Officer (FSO)**

Contract Manager (100% time):

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The PDEX Contract Manager (CM)/PDEX Contractor Employee Supervisor shall be the supervisor of record for all PDEX Contractor employees, shall be the primary liaison for USAID on all PDEX issues, and shall be responsible for overall oversight and coordination of the PDEX Contract.

Specifically, the PDEX CM shall:

1. Be responsible for oversight and coordination for all PDEX Contractor employees including managing those personnel to ensure they have sufficient tools needed to complete their assigned tasks.
2. Coordinate with the COR regularly and provide regular status briefings regarding all day to day activities on the contract.
3. Serve as the official supervisor for all PDEX Contractor Employees in Category 1 & 2.
4. Ensure timely submission of all required deliverables as required by the contract.
5. Update the COR on any problems or concerns and solutions in a timely manner (within 3 days of identifying the issue).
6. Establish contract management systems to track task activity, quality and progress against specified tasks; work with Recruitment Manager to develop and implement a recruitment and retention strategy to meet contract staffing requirements; manage hiring; oversee staff training and development to ensure professionalism and skill enhancement, oversee contract performance monitoring and documentation; any take or direct any necessary actions to correct performance problems to assure quality control.
7. Work closely with the Financial Manager to provide day-to-day financial oversight and management of contract funding, maintain funding pipelines for all contract elements and provide funding analysis, budget requests and forecasts as requested. Both the Contract Manager and the Financial Manager shall work closely with the COR to ensure proper financial record keeping and to notify the COR of any potential funding issues.
8. Work closely with the Recruitment Manager to meet day-to-day recruitment needs for PDEX Contractor Employees in Categories 1, 2, and 3.
9. Work closely with the travel coordinator to ensure all travel requirements are met in a timely manner.
10. Coordinate with the COR for the processing of security clearance for employees under contract as well as removal and replacement of Contractor employees as needed (ensuring collection of HSPD-12 badges, Government issued equipment, etc.)
11. Promote a healthy culture and work environment for Key Personnel as well as all PDEX Contractor Employees in Categories 1, 2, or 3.
12. Ensure USAID customer needs are met in a timely manner.
13. Disseminate information to PDEX Contractor Employees regarding company policies, Contract obligations, building closures, inclement weather, period of performance, suspension of performance, etc.

Contract Manager Qualifications: The Contractor shall provide a Contract Manager with 5-10 years of relevant experience. The Contract Manager should possess a Bachelor's Degree or higher (Master's preferred). The Contract Manager will be responsible for all management

oversight of the contract. The Contract Manager must be accessible and available full-time during USAID business hours (40 hours a week) to meet the COR to resolve any issues as necessary. The Contract Manager shall serve as the primary liaison to the COR and CO and will be primarily responsible for management of the contract.

Financial Manager (25%-50% time):

The Financial Manager, working closely with the PDEX CM, will be the primary person responsible for overseeing all fiduciary elements of the PDEX Contract, including internal budget and accounting processes, payment of Contractor employees, and submission of all relevant financial documents to USAID.

The Financial Manager shall:

1. Be the primary person responsible for providing day-to-day financial oversight and management of contract funding.
2. Work closely with the PDEX CM and the COR to ensure proper financial record keeping, the submission of all required financial reports, the creation and tracking of an annual budget to accompany and align with the Annual Implementation Plan, and timely notification of any financial challenges or concerns.
3. Ensure appropriate systems and funds are in place to guarantee timely payment (salary + benefits, as appropriate) for all PDEX Contractor Employees in Categories 1, 2, and 3.
4. Monitor funding pipelines for all contract elements, separating pipelines by funding source and type.
5. Be responsible for preparing monthly invoices in accordance with Subtask 1.C.
6. Provide funding analyses to USAID and the PDEX CM, as requested.
7. Develop budget updates and forecasts as requested.

Financial Manager Qualifications: The Financial Manager should have a Bachelor's degree in business, accounting, finance, or other relevant discipline and a minimum of three (3) to five (5) years' experience in budget formulation, budget management, and forecasting. The Financial Manager should be knowledgeable of multi-source fund management and have a demonstrated ability in providing quality reports when requested in short time frames.

Recruitment Manager (50%-100% time):

Recruitment Manager: The Recruitment Manager will be the primary person responsible for developing and managing a recruitment strategy to meet contract staffing requirements and to manage recruitment and hiring.

Specifically, the Recruitment Manager shall:

1. Coordinate closely with USAID to fully understand all upcoming staffing needs for Category 1, 2, or 3 PDEX Contractor employees.
2. Work with USAID to get approved job descriptions for each new position as expeditiously as possible and to manage the applicant review and selection processes agreed to with USAID.
3. Post job openings using a wide array of advertising portals and tools to ensure the maximum receipt of qualified candidates.
4. Notify the PDEX CM and the COR immediately of any issues related to recruitment of new PDEX Contractor Employees.
5. Keep data on recruitment efforts and regularly seek to improve recruitment processes as needed throughout the duration of the contract.
6. Communicate clearly with all potential candidates about the benefits and opportunities of working under the PDEX Contract and answer any questions candidates may have during the selection process.

Recruitment Manager Qualifications: The Recruitment Manager should have a Bachelor's degree in human resources or related area of study such as management, industrial psychology, or organizational development and a minimum of three (3) to five (5) years' experience in hiring and human resource formulation. The Recruitment Manager should be knowledgeable of multi-source human resource management and have a demonstrated ability in providing quality personnel when requested in short timeframes.

Travel and Training Coordinator (estimated 75% time):

Travel and Training Coordinator: The Travel Coordinator will be the primary person responsible for supporting the Contractor employee with organizing travel arrangements to include but not limited to scheduling flights, ground transportation, booking accommodations and handling any other trip-related tasks.

Specifically, the Travel and Training Coordinator shall:

1. Maintain a process for PDEX Contractor Employees to request and receive approval for required travel as well as required and elective/approved training.
2. Serve as the primary point of contact for the USAID COR and the PDEX Contractor Employees regarding all required travel arrangements and requests.
3. Research travel options in accordance with relevant regulations and the Fly America Act and propose a series of reasonable options to accommodate travelers' needs, and book and confirm flights and lodging arrangements once mutually agreed upon with the COR and the PDEX Contractor Employee.
4. Ensure the PDEX Contractor Employees have access to all relevant travel materials and documentation prior to their departure and be available to assist as needed with mid-travel interruptions or complications, booking alternate arrangements if/as required by changed circumstances.

5. Develop a clear and efficient process for PDEX Contractor Employees to request and receive travel reimbursements, work with the Financial Manager or other PDEX Contractor staff to ensure reimbursement requests are timely reviewed and paid.
6. Institute and communicate clear processes for supporting required and elective training courses for PDEX Contractor Employees.
7. Oversee PDEX Contractor Employee enrollment and reimbursement for approved professional development trainings.

Travel and Training Coordinator Qualifications: The Travel and Training Coordinator should have a Bachelor's degree with a minimum of 2 years professional experience. The coordinator should be familiar with, or receive necessary training from PDEX prior to assuming the role, the Federal Travel Regulation (FTR), USAID Travel regulations and the Fly America Act. The coordinator should demonstrate excellent communication skills (written and verbal), superior organizational skills, and demonstrated expertise providing quality customer service skills in a short timeframe.

Facility Security Officer (FSO)– Position will be responsible for the Facility Clearance Letter (FCL) and security actions (estimated 25-50% time)

Facility Security Officer (FSO): The FSO will be the primary person responsible for ensuring PDEX compliance with the Department of Defense (DoD), Defense Counterintelligence and Security Agency (DCSA) requirements for the duration of the contract, including managing an initial application to hold Facility Clearance Letter (FCL), if required. The FSO will oversee the security clearance process for PDEX Contractor Employees requiring Secret-level clearances, to include initiating new investigations, transferring or passing clearances, holding clearances, and completion of required trainings. The FSO will also support USAID in seeking Public Trust background investigations for relevant PDEX Contractor Employees, including submission of required paperwork.

Specifically, the **Facility Security Officer (FSO)** shall:

1. Maintain overall responsibility for PDEX's compliance with Department of Defense (DoD) and Defense Counterintelligence and Security Agency's requirements related to Facility Clearance.
2. Oversee the entire security clearance process for all PDEX Contractor Employees (new and existing institutional support contractors).
3. Be the primary point of contact for USAID and for PDEX Contractor Employees for all questions related to facilities access or Secret-level clearances.
4. Coordinate regularly and closely with DoD, USAID, and Employees regarding security clearance reviews and requirements.
5. Notify USAID immediately of any issues that may arise related to the PDEX Contractor's FCL or individual security clearance reviews.
6. Maintain appropriate training and certifications to maintain the FSO role for PDEX.

7. Ensure appropriate trainings are available and provided to all PDEX Contractor Employees who require specific training based on their security clearance level.

Facility Security Officer (FSO) Qualifications: The FSO should possess a Bachelor's Degree or higher (Master's preferred). The FSO should have a minimum of three (3) years of project management experience. Demonstrated prior experience (minimum (2) years) managing Facility Clearances under federal awards and working with the Defense Counterintelligence and Security Agency (formerly the Defense Security Service (DSS)) is required.

Section C.6 LABOR CATEGORY DEFINITIONS and ANTICIPATED CATEGORY 1 PDEX CONTRACTOR EMPLOYEE POSITION DESCRIPTIONS

The positions identified here in **Attachment I** may be filled as ITR PDEX Contractor Employees at any point in the duration of the contract.

Specific position descriptions and the number of positions to be filled at contract initiation are indicated in the estimated quantity (QTY) columns. The Contractor shall identify a viable candidate as requested by COR for any positions within the Position Description List throughout the duration of the contract. The Government reserves the right to add additional Position Descriptions as needed throughout the duration of the PDEX Contract, provided they are consistent with the overall scope of ITR's PDEX Contract.

Section C.7 SUPERVISION OF CONTRACTOR PERSONNEL

The PDEX Contractor employees assigned to render services shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of the PDEX Contractor Employees and Key Personnel in the PDEX Contract, in the performance of the services required. At no time shall the PDEX Contractor employees be considered employees of the United States Government.

In accordance with the Federal Acquisition Regulation (FAR 37.104) this contract may not be used to provide personal services to USAID. USAID contract administration and monitoring will not constitute supervision of the PDEX Contractor employees. Government personnel may not perform any official supervisory functions of PDEX Contractor employees. The Contract Manager/PDEX Contractor Employee Supervisor will be responsible for appraising individual performance, scheduling of leave, providing direction regarding office protocol, and coordinating and overseeing professional development of the PDEX contractor employee staff members. The PDEX Contractor, and not the U.S. Government, is the legally responsible employer and supervisor of each PDEX Contractor Employee and will maintain that relationship during the time their employees are performing work under this contract. Formal discipline issues shall be the responsibility of the Contractor, not the Government.

The Contractor shall designate the Contract Manager within 15 days of the award of the contract. As noted above, the Contract Manager will serve as the primary point of contact for the COR and PDEX Contractor Employees, shall submit all contract deliverables, and maintain communication between all associated parties in the management of this contract. The Contract Manager will liaise directly with the COR/ CO on a regular basis.

Transfer, removal or replacement of Key Personnel is subject to approval by the Contracting Officer's Representative (COR) and Contracting Officer (CO). Departure of any Key Personnel staff member must be notified to USAID immediately. Upon departure of a Contract Manager, the new Contract Manager shall be identified within 30 days of departure.

The Washington, D.C. team of PDEX Contractor employees shall work under the technical direction of a designated USAID on-site Manager (who will be a USAID direct hire employee).

[END OF SECTION C

[INTENTIONALLY LEFT BLANK]

SECTION D - PACKAGING AND MARKING

The Contractor is bound by the terms and conditions of their GSA OASIS Schedule contract in addition to any terms in this section.

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

D.2 BRANDING POLICY

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

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

Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not

permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

The apparently successful offeror shall develop and submit a Branding Implementation Plan (BIP) and Marking Plan (MP) for the Contract to describe how the program deliverables shall be branded. The BIP shall implement USAID branding strategy for the Contract.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

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

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation, Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. Full text of the FAR clauses is available at:

<https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at:
<http://www.usaid.gov/ads/policy/300/aidar-http://www.usaid.gov/ads/policy/300/300>.

52.246-4 Inspection of Services—Fixed-Price (Aug 1996)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer Representative (COR), as designated in the contract, is responsible for performing the inspection of all supplies or services rendered under the contract. The COR is also responsible for recommending, to the Contracting Officer, acceptance, replacement/correction of supplies or services that fail to meet the contract requirements. Rejection of a deliverable will delay payment due and may be grounds for termination or for default. On-time deliveries of delivery schedule items, as well as performance measurements, are critical to acceptable performance under this Order.

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Washington or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in **Section F** has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	FEB 1999
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY	JUNE 2003

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is a one (1) two-year base period and three (3) one year option years from the time of award. No option year can be exercised unless or until GSA contract **TBD** has first been extended to fully cover the option years. The conditions set forth above are subject to the contractor's performance and availability of funds. Contractor is expected to mobilize within 60 days of the contract award date.

The following is the planned period of performance:

Period of Performance	Estimated Dates
Base Period:	March 21, 2022 - March 20, 2024
Option Year 1:	March 21, 2024 - March 20, 2025
Option Year 2:	March 21, 2025 - March 20, 2026
Option Year 3:	March 21, 2026 - March 20, 2027

The performance period of this Award may not extend beyond the Contractor's GSA contract performance period. The Contractor shall have an option provision in its Contract for the entire potential period of performance at the time of award (inclusive of all potential option years). The contract will be incrementally funded as needed and when funds are available.

F.3 OPTION PERIOD

The Government reserves the right to exercise options to extend the term of the contract, on a twelve (12) month basis for three (3) renewable option years, subject to the provisions of Section I, OPTION TO EXTEND THE TERMS OF THE CONTRACT.

F.4 PERFORMANCE STANDARDS

The Contractor's overall performance in accordance with the performance standards associated with Section C Statement of Work and Section F.5 Deliverables / Milestones schedule is considered important to the successful completion of this Contract and shall be evaluated by the Contracting Officer Representative (COR) and shall form the basis of the Contractor's performance record with regard to this Contract.

F.5 DELIVERABLES/MILESTONES SCHEDULE

All reports and deliverables shall be in English language, unless otherwise specified by the COR. See Deliverables Chart in Section F.14.2.b.

F.6 PLACE OF PERFORMANCE

Performance of this Contract shall primarily be in Washington, DC with potential placements overseas or in remote work placements as specified in the Statement of Work or subsequent Contract modifications. The Contractor shall provide services on-site at USAID locations,

primarily domestic but periodically international support may be required. This work will be performed on-site in USAID office buildings, unless otherwise requested by USAID and mutually agreed to by the Contractor and PDEX Contractor Employees. PDEX Contractor employees may be required to support any country designated by the USAID CO/ COR which may require travel outside of the United States in accordance with “International Travel Approval and Notification Requirements” (AIDAR 752.7032).

All work shall be performed at the USAID Washington or Field Mission facilities. The primary Washington, DC office is located at:

1300 Pennsylvania Avenue, N.W.
Ronald Reagan Building (RRB)
Washington, DC 20523

USAID will provide all business-related facilities, supplies, and services necessary to accomplish this task when the contractor is working at the site or in government facilities.

Please note that while work is anticipated at the Ronald Reagan Building (RRB), the location may be subject to change to a different building within the Washington, DC area while the RRB is under renovation, or if the Agency makes a determination to move individuals to other buildings.

F.7 AUTHORIZED WORKDAY/WEEK

Coverage will be expected from the core Contract management team and individual PDEX Contractor Employees under Categories 1 and 2 as follows:

F.7.1 WORK HOURS

The Contractor is authorized a (5) five-day work week of (40) forty hours per week. A “typical” workday shall consist of 8 hours on duty. However, consistent with evolving Agency and Federal guidelines on flexible work schedules, variability amongst the number of hours worked per day can be approved if/as mutually agreeable to the Contractor, USAID, and PDEX Contractor Employees provided the total number of hours worked in a two-week period = 80 hours (inclusive of leave hours). Any work time in excess of 80 hours per two-week period must be approved by the COR or CO in advance and therefore subject to guidelines in accordance with AIDAR 722.103-2 and FAR 52.222-4. Only actual work time is billable on the contract. Consistent with Federal operations, Lunch Breaks are unpaid time.

The Contractor shall not invoice for transit/ commute time or delay of arrival (except for when authorized by the Contractor, consistent with other “weather and safety related leave” that may be granted by the Office of Personnel Management (OPM) and made readily available to other Government employees and Contractors). In the event of a late arrival or early dismissal requested by the PDEX employee, the PDEX Contractor employee may make up time with approved telework, utilize leave, or follow the Contractor company guidelines.

F.8 UNANTICIPATED BUILDING CLOSURES AND EMERGENCIES

In the situation of an unanticipated closure of the building where the PDEX Contractor employee is scheduled to work, employees may be provided the option to make up work through the remainder of the calendar month, if beneficial to the Government and coordinated with the COR. Alternatively, the PDEX Contractor employee (Categories 1 or 2) may be granted Administrative Leave (weather, safety, or other administrative or emergency leave) consistent with OPM announcements, USAID policy and practice, and as allowed by the Contractor. This would include paid allowances for “administrative leave” in accordance and consistent with pandemic relief procedures (or other emergency allowances) in place at USAID during the contract. (Category 1 and Category 2 employees, as appropriate).

F.9 EARLY DISMISSAL

If a PDEX Contractor Employee is located in a building which is provided an “optional early dismissal” by USAID leadership the Contractor may grant comparable dismissal privileges to the PDEX Contractor employees in Categories 1 & 2, provided it is consistent with the Company’s policies and as determined and coordinated with the COR.

F.10 FEDERAL HOLIDAY

The Contractor shall establish a standard holiday schedule that coincides with the Government’s schedule for employees working on the Government site(s). OPM’s list of Federal Holidays is available here: <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>.

All Government offices will be closed during Federal holidays. Holidays and other non-workdays **are not billable** unless work is requested by the Government and performed on these days; however, PDEX Contractor Employees in Categories 1 & 2 shall be granted paid leave for the same days authorized by OPM for Federal Employees as “federal holidays.” As an illustrative example, here is the list of approved 2021 Federal Holidays:

Friday, January 1	New Year’s Day
Monday, January 18	Birthday of Martin Luther King, Jr.
Wednesday, January 20	Inauguration Day
Monday, February 15	Washington’s Birthday
Monday, May 31	Memorial Day
Friday, June 18	Juneteenth National Independence Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day
Monday, October 11	Columbus Day (Indigenous Peoples' Day)
Thursday, November 11	Veterans Day
Thursday, November 25	Thanksgiving Day
Friday, December 24	Christmas Day

Unanticipated holidays, early release days, or late arrival days declared by the President or USAID leadership will count as Federal holidays and shall be treated as such by the Contractor. As long as the Contractor pays employees as if it were an anticipated Federal holiday, PDEX Contractor Employees shall be paid by the PDEX Contractor for the unanticipated holiday as if it were a normal Federal holiday.

F.11 GOVERNMENT FURNISHED PROPERTY

Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to a Contractor for use in the performance of a Contract, if offsite. As determined by current policy at the time, Government Property Pass will be required for all property taken off site and must be issued by the Government as appropriate/required. Government Furnished Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, and the Government Property clause of this contract.

The Government will provide technical support to the Contractor employees working at the USAID Government facility. This support will include adequate workspace to fulfill the duties, tasks and responsibilities of their positions, inclusive of access to the IT service help desk.

- The Government will provide the necessary workspace and resources needed for PDEX Contractor Employees (Categories 1 & 2) required to work at Government workspace to be effective. This will include access to desk space, telephones, computers, and other items necessary to maintain an office environment. The Contractor will have access to computers, scanners, fax machines, and printers, as needed, when working on Government (owned or leased) property.
- The Government will provide all Category 1 and 2 PDEX Contractor Employees, without cost to the Contractor, all workstations, normal office supplies, office furniture, desk telephones, calculators, copy machines, computers, computer software, and other supplies, materials and utilities needed to do the work assigned.
- The Government will maintain an inventory of all IT equipment assigned at each Federal office space location.
- PDEX Contractor Employees shall perform tasks to preclude damage or disfigurement of Government-owned furnishings, fixtures, equipment and architectural or building structures. PDEX Contractor Employees shall report any damage or disfigurement of these items to the CO or COR.
- Government property shall be used only in performance of this contract; neither the PDEX Contractor nor the Contractor's employees shall use Government property in any manner for any personal advantage, business gain, or other personal endeavor. Government property shall remain the property of the Government in all respects.
- The Government will not be responsible for PDEX Contractor Employees' belongings that may be lost, stolen or damaged.

- PDEX Contractor employees are required to turn in to the COR or Property Manager, all Government furnished property provided at the conclusion of reporting to this Contract.

F.12 GOVERNMENT FURNISHED RESOURCES

USAID will furnish contractor staff with office space and furniture while onsite, to include e-mail accounts, network access, and a standard USAID workstation (laptop or desktop) in order to conduct business in an efficient manner and to communicate with the OCIO staff in a timely manner as noted in Order.

F.13 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

The PDEX Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under this SOW, including but not limited to basic office space, supplies, and equipment for all PDEX Key Personnel required to directly support the PDEX contract.

F.14 REPORTS AND DELIVERABLES

F.14.1 REPORTS: Consistent with Section C (Statement of Work) for this Contract, the PDEX Contractor shall submit reports to the COR as described below. The exact format for preparation and timing of submission of all reports will be determined in collaboration with the COR.

Quarterly PDEX Financial Reports (Subtask 1.D): The PDEX Contractor shall prepare and submit Quarterly PDEX Financial Reports that include, at a minimum: initial obligations by funding line/USAID organization unit, amount expended to date by funding line, USAID organizational unit, and funds remaining by funding line/USAID organizational unit. The Report shall include a spreadsheet (open, unlocked, all formulas viewable) containing, at a minimum: the contract title, contract number, period of performance, funding period, total funding obligated, funding expended by month, and funding balance remaining at the end of the quarter. In addition, this spreadsheet shall include the detailed financials by obligation unit/type/funding code and individually by each PDEX Contractor employee by budget category (i.e. salary, travel, ODC).

The PDEX Quarterly Financial Report should also compare actual costs with the yearly budget projection that was compiled as part of the Annual Implementation Plan, denote overall spending, report differences to the approved annual budget, and provide explanations as needed. The report shall also estimate expenditures from the end of the quarter to the end of the contract performance period. The PDEX Quarterly Financial Report shall also include a narrative section that identifies any financial issues and concerns that the COR and CO should be aware of, and proposed solutions or remedies for any identified issues.

Quarterly PDEX Financial Reports shall be due to the COR thirty days after the conclusion of every fiscal quarter (due dates for the report = April 30, July 30, October 30, and January 30).

Annual Performance and Monitoring Report to USAID (Subtask 1.F) (Contract Years 1-4, if optioned): The PDEX Contractor must submit an Annual Performance and Monitoring Report to USAID summarizing activities conducted in the prior Contract year. The report must include the following sections:

- Executive Summary;
- Overview of tasks completed in the reporting period;
- List of PDEX Contractor Employees employed during the previous year;
- Professional development opportunities provided and PDEX Contractor Employee attendance;
- Monitoring, evaluation, and learning data on the indicators in Subtask 1.E (MEL Plan), presented in table form with baseline and actuals;
- Monitoring, evaluation, and learning narrative, with information on why goals were not met (if applicable);
- Lessons learned to identify challenges to be addressed and inform future implementation; and
- Any other relevant information at the discretion of the PDEX Contractor.

The report must be submitted to USAID 30 days after the conclusion of each Fiscal Year of Contract Performance (the expected Due date for the Report is October 30th of each Year, recognizing that in Year 1 of the Contract the report will cover a shorter reporting period.) In addition, a redacted 508-compliant version of the report shall be submitted to USAID each year, as well, 7 days after USAID approval of the initial report. The redacted version shall remove all personally identifiable information and be generally shareable so that the Contractor can publish it to USAID's Development Exchange Clearinghouse for general knowledge sharing.

Final Monitoring, Evaluation, and Performance Report to USAID (Subtask 1.G, Final Contract Year Only): Upon conclusion of the contract the PDEX Contractor must submit a summative Final Report inclusive of activities during the full contract period. The report must include the following items:

- Executive Summary
- Overall description of the activities and attainment of results during the contract, including any relevant lessons learned and/or best practices
- A discussion of the overall performance of the contract, including details of any discrepancies between expected and actual results (based on the MEL Plan) and any recommendations for improving the design of the program;
- Monitoring and evaluation data and results on the indicators in Subtask 1.E, presented in table form with baseline and actuals;
- A final summary of contract expenses; and

- Any other relevant information at the discretion of the PDEX Contractor and/or as requested by the COR or CO.

The Final Performance and Monitoring Report must be submitted to USAID no more than 90 days after the end date of the contract. In addition, a redacted 508-compliant version of the report shall be submitted to USAID, as well, with the same due date. The redacted version shall remove all personally identifiable information and be generally shareable so that the Contractor can publish it to USAID's Development Exchange Clearinghouse for general knowledge sharing.

PDEX Monthly Progress Reports (Subtask 1.H): The Contractor shall provide a monthly status report to the COR on the 5th day of each month. In addition to the information outlined in Section 1.H of the SOW, the reports shall also include the following information:

- *Contract Staffing Status* - A listing of each position authorized, name of the incumbent, delivery orders currently being charged and the percentage of billable time chargeable to each position. In the case of a vacant, but funded, position, there shall be an explanation of what actions are being taken to recruit each position.

Special Reports: As requested, the COR may request special contract reports as needed throughout the duration of the Contract (e.g., Organization Charts, Employee Entry on Date Reports, timecards, compensatory time reports, and TDY reports). These special reports may include other Ad Hoc financial reports that may be requested by the COR during the life of this contract.

F.14.2 OTHER DELIVERABLES:

F.14.2.a Confidentiality and Non-Disclosure Agreement:

The Contractor shall collect a signed Non-Disclosure Agreement (NDA) from each PDEX Contractor employee and provide it to the COR prior to onboarding and providing any support on this USAID Contract. The non-disclosure agreement must be signed by the PDEX Contractor employees and witnessed by one individual, referencing the Contract number, and must be kept on file by the Contractor.

The Contractor must submit copies of all PDEX Contractor employee non-disclosure agreements to the COR prior to each PDEX Contractor Employee's start date under the new PDEX Contract.

F.14.2.b Deliverables Summary

Consistent with Section C of this Contract, the Contractor shall complete and submit all deliverables outlined in the Deliverables Table of F.6.2.b as a part of their completion of this Contract. The COR has the authority to approve changes to the Due Date of the following deliverables, but any changes to scope or list of items in this Deliverables chart will require approval of the Contracting Officer, unless otherwise delegated.

Deliverables Table:

Subtask	Due Date	Distribution
<u>Subtask 1.B: Annual Implementation Plan</u>	<p><i>Draft Annual Implementation Plan due within 21 days of Contract Award and a final Plan is due 14 days after receipt of USAID comments.</i></p> <p><i>In subsequent Contract Years, draft Annual Implementation Plans are due 60 days before the start of the next Contract Year.</i></p>	COR CO
<u>Subtask 1.C: PDEX-Specific Invoice Format</u>	<p><u>Subtask 1.C.1 Develop a PDEX-Specific Invoice Format</u> <i>The initial deliverable for this subtask will be the development of a PDEX Invoice Format, due within 2 weeks of Contract Award and subject to adjustment as needed over the duration of the contract at the direction of the COR.</i></p> <p><u>Subtask 1.C.2 Submit Monthly Detailed PDEX Invoices</u> <i>Monthly invoices due within 15 days of the end of each monthly performance period.</i></p>	COR CO ei@usaid.gov and any other designated USAID staff
<u>Subtask 1.D: Quarterly PDEX Financial Reports</u>	<i>Quarterly PDEX Financial Reports shall be due to the COR thirty days after the conclusion of every fiscal quarter (due dates for the report = April 30, July 30, October 30, and January 30).</i>	COR and any other designate USAID staff
<u>Subtask 1.E.: Monitoring, Evaluation & Learning (MEL) Plan for PDEX</u>	<i>The MEL plan, and relevant baseline data and targets, must be submitted to USAID within 90 days of award and will be subject to USAID COR approval.</i>	COR
<u>Subtask 1.F: An Annual Performance and Monitoring Report to USAID</u>	<i>The report must be submitted to USAID 30 days after the conclusion of each Fiscal Year of Contract Performance (the expected Due date for the Report is October 30th of each Year, recognizing that in Year 1 of the Contract the report will cover a shorter reporting period.) In addition, a redacted 508-compliant version of the report shall be submitted to USAID each year, as well, with the same due date. The report must be updated on an annual and as needed basis throughout the Contract Award.</i>	COR

<u>Subtask 1.G: Final Performance and Monitoring Report to USAID (Final Contract Year)</u>	<i>The Final Performance and Monitoring Report must be submitted to USAID no more than 90 days after the end date of the contract. In addition, a redacted 508-compliant version of the report shall be submitted to USAID, as well, with the same due date. The redacted version shall remove all personally identifiable information and be generally shareable so that the Contractor can publish it to USAID's Development Exchange Clearinghouse for general knowledge sharing.</i>	COR
<u>Subtask 1.H: Short PDEX Monthly Progress Reports</u>	<i>PDEX Monthly Progress Reports are due on the 5th day of every month (or the first business day thereafter).</i>	COR and any other designate USAID staff
<u>Subtask 1.G: Weekly COR Meeting Agenda</u>	<i>Weekly agendas for the Subtask 1.G COR meetings shall be distributed at least 24 hours in advance of each meeting, and detailed notes shall be made available to the COR by the end of the business day of each Subtask 1.G. COR Meeting.</i>	COR and any other designate USAID staff
<u>Subtask 2.A: New PDEX Contract Transition Plan</u>	<i>The complete draft New PDEX Transition Plan shall be submitted to the COR within 14 days of Contract Award.</i>	COR
<u>Subtask 2.B: After-Action Report of Transition Plan Implementation</u>	<i>The After-Action Transition Implementation Report shall be submitted to the COR within 180 days of Contract Award.</i>	COR
<u>Subtask 2.C: "PDEX Contract Outgoing Transition Plan" In Support of Contract Demobilization</u>	<i>The Contractor must submit the written "PDEX Contract Outgoing Transition Plan" to the COR no later than <u>120 days prior to the anticipated end date</u> of the PDEX Contract (end date will be influenced by the exercising of any existent Option Years, as well as calculations of funding ceiling/available pipeline remaining on the PDEX Contract)._</i>	COR
<u>Subtask 4.A: Standard Operating Procedures (SOPs) for PDEX</u>	<i>Upon Award, a complete and detailed set of Standard Operating Procedures (including any relevant forms) shall be submitted to the COR for approval within 21 calendar days of contract award. Upon receipt of feedback from the COR, the PDEX Contractor shall submit a revised set of Standard Operating Procedures to the COR within 7 calendar days.</i>	COR

<u>Subtask 4.B: PDEX Contractor Employee Handbook</u>	<i>The PDEX Contractor Employee Handbook shall be submitted in draft format to the COR within 1 calendar week of the approved SOP, as it is expected to contain much of the same information and forms as the SOP approved under Subtask 4.A, but with a slightly adjusted audience. Upon receipt of comments from USAID, the Contractor shall have 7 calendar days to finalize the Employee Handbook and submit a revised and final version to the COR.</i>	COR
<u>Subtask 4.C: PDEX Contract Client Handbook for USAID</u>	<i>The PDEX Contract Client Handbook for USAID shall be submitted in draft format to the COR within 1 calendar week of the approved Employee Handbook, as it is expected to contain much of the same information and forms as the SOP and Employee Handbook, but with a slightly adjusted audience. Upon receipt of comments from USAID, the Contractor shall have 7 calendar days to finalize the Client Handbook and submit a revised and final version to the COR.</i>	COR

Acceptance Criteria

All work performed, including reports and other deliverables, by the Contractor will be reviewed and accepted by the COR.

F.15. TECHNICAL DIRECTIONS / RELATIONSHIPS WITH USAID

Technical direction shall be provided by DDI's designated COR. Technical direction is defined to include:

- Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- Provision of written information to the Contractor with interpretations of technical positions of the statement of work, staffing requirements or interpretation of task requirements.
- Review and, where required, provide written approval of reports and deliverables as noted in section F, recruitment or training plans, TDY or other travel, or other technical information to be delivered.
- The COR is authorized by designation of the CO to take any or all action with respect to the following regarding technical direction:
 - Assure that the PDEX Contractor performs the work requirements of the contract in accordance with the contract terms, conditions and specification.
 - Perform or cause to be performed, inspections necessary in connection with the work requirements herein and require the Contractor to correct all deficiencies.
 - Maintain all liaison and direct communications with the Contractor.
 - Approve changes to delivery or due dates throughout the Contract period.

- Review, comment, and approve all SOW deliverables and reports.
- Approve new position descriptions under Category 1, 2, and 3 of Section C and/or of the initially proposed positions described in Attachment I.

F.16 STANDARD OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not use Government resources except as authorized by the Government.

F.17 KEY PERSONNEL

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

- Contract Manager/PDEX Contractor Employee Supervisor
- Financial Manager
- Recruitment Manager
- Travel and Training Coordinator
- Facility Security Officer

The required professional qualifications of the key personnel are described in Section C.5.

(b) The Key Personnel specified above are considered to be essential to the work being performed. Prior to replacing any of the specified individuals serving in Key Personnel roles, the Contractor must immediately notify both the CO and COR and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No replacement of personnel must be made by the Contractor without the written approval of the COR and the written consent of the CO.

(c) The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The Offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their present intention to serve in the stated position.

(d) Should the key personnel be temporarily absent, an individual shall be designated in writing to act as their alternate. The Contracting Officer (CO) and COR shall be notified of the name of the individual to act as alternate for any Key Personnel Position that will be vacated for more than 2 working days.

F.18 SUBCONTRACTING PLANS

The Offeror must submit a subcontracting plan that outlines all subcontracts (including all subsidiaries and affiliates, both foreign and domestic) and the estimated dollar value of the base contract.

Contractors must establish a subcontracting plan with specific dollar and percent goals for subcontracting to small, HUBZone small, small disadvantaged, small women owned, Veteran-owned small, and service-disabled Veteran-owned small business firms. This plan must be in place prior to the contract award. The requirement to submit a subcontracting plan does not apply to:

- (a) Small businesses
- (b) Contracts under the prescribed dollar amounts
- (c) Prime contracts not offering subcontracting possibilities
- (d) Contracts to be performed entirely outside the United States

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES

- a. Invoices under this order will be paid in accordance with the following sequence:

The Contractor shall submit invoices in PDF format to ei@usaid.gov as well as to their COR and any other USAID staff designated. The Contractor will receive an automatic response from that inbox indicating the invoice has been received and is being processed. If the Contractor does not receive the automatic response, the invoice shall be resubmitted, and the COR notified.

Invoices shall be submitted upon USAID acceptance of each deliverable outlined in the Order.

The Contractor shall ensure that each invoice includes the following information:

- a. An SF 1034, Public Voucher for Purchases and Services Other than Personal, as a cover page.
- b. Name, address, GSA contract number and order number. If the order is assigned to a bank, also show "CONTRACT ASSIGNED" below the name and address of the Contractor.
- c. Name, title, phone number, fax number and e-mail address of person to notify in the event of a defective invoice.
- d. Name and address of Contractor official or entity to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- e. Taxpayer Identification Number (TIN).
- f. Electronic funds transfer (EFT) banking information.
- g. Invoice date and invoice number. Invoices shall not be dated more than one day prior to submission.
- h. The period of performance in which costs were incurred.
- i. The CLIN(s) being invoiced.
- j. Total funding to date and remaining funding.
- k. Travel, if required and pre-approved, showing a breakdown of all actual travel and per diem expenses by traveler and by trip. All invoiced travel costs (per trip) shall be supported by receipts. Receipts are required for lodging expenses regardless of amount, and expenditures of \$75.00 or more. A received bill or other form of receipt must show when specific services were rendered or articles purchased, and the unit price. If receipts are impractical to obtain or have been inadvertently lost or destroyed, a statement explaining the circumstances shall be furnished. For lodging, a statement shall include the name and address of the lodging facility, the dates the lodging was obtained, whether or not others shared the room, and the costs incurred. Expenses incurred in excess of per diem rates shall have prior approval from the COR or designee. COR approvals shall be submitted with the invoice submission.

G.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 CONTRACTING OFFICER (CO)

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

Roderick Watson
Contracting Officer
US Agency for International Development
M/OAA/SIDP
Washington, D.C. 20523

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The performance of the work required under the Order shall be subject to the technical review of the USAID COR. The Contracting Officer's Representative (COR) for this contract is:

[TBD - To be inserted at time of award.]

An administrative letter issued by the Contracting Officer which designates the COR will be provided separately to the Contractor at the time of award.

- a. The CO will designate a technical representative to assist in monitoring the work under the Contract. The COR serves as the technical liaison with the contractor. The COR is *not* authorized to change the scope of work or specifications as stated in the Contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the price of the contract, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction offered by the COR is interpreted by the contractor to be outside of this Contract, the contractor shall not implement such direction, but shall notify the CO in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall

include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the “Changes” clause, and (2) the contractor’s suggested revisions to the terms of the Contract necessary to implement the technical direction.

- c. The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the Contract shall not be construed to authorize the revision of the terms and conditions of this Contract. Any such revision shall be authorized only in writing by the Contracting Officer.

G.5 CONTRACTOR’S PRIMARY POINT OF CONTACT

[TBD - To be completed inserted at time of award.]

G.6 PAYMENT METHOD AND INVOICES

Electronic copies of invoices must be submitted to the USAID payment office at email: ei@usaid.gov

G.7 ACCOUNTING AND APPROPRIATION DATA

[TBD - To be completed at time of award.]

G.8 LIMITATION OF FUNDS

- a. The amount presently available for payment by the Government and allotted to this contract is **\$TBD** it is estimated the allotted amount will cover the period from the **award date through TBD**. The parties agree that the Government may allot additional funds incrementally up to the ceiling specified in **Section B** of this Order. The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government.
- b. Except as required by other provisions of this Order, specifically cited, and stated to be an exception to this clause-
 - (1). The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Order; and
 - (2). The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the amount funded to the Order by the Government until the CO

notifies the Contractor in writing that the amount funded by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this Order.

- c. No notice, communication, or representation in any form other than that specified in subparagraph b. (2) above, or from any other person other than the CO, shall affect the amount funded by the Government to this Order.
- d. When and to the extent that the amount funded by the Government is increased, and if the Contractor incurred costs, at its own financial risk (i.e. contractor continues performance and incurs costs past the point at which the government has funded the Order) then the Government may reimburse the contractor for those allowable costs as if they had been incurred while funding was available *unless* the CO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- e. Modifications shall not be considered an authorization to exceed the Total Ceiling price of the Contract, unless they contain a statement increasing the overall Ceiling.
- f. Nothing in this clause shall affect the right of the Government to terminate this Contract in its entirety. If this Contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under it.

[END OF SECTION G]

[INTENTIONALLY LEFT BLANK]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The Contractor is bound by the terms and conditions of their GSA OASIS contract in addition to any terms in this section.

H.1 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.3 USAID DISABILITY POLICY ACQUISITION (DEC 2004)

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

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

Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.4 CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) (FEBRUARY 2012) / ADS 302.3.5.16(a)(2) CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) (FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

- (a) Shall not be required, as a condition of receiving such assistance—
 - (1) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

- (a) Shall not be required, as a condition of receiving such assistance—
 - (1) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
 - (2) to endorse, utilize, make a referral to become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and
- (b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

H.5 CONDOMS (ACQUISITION) (SEPTEMBER 2014) / ADS 302.3.5.16(a)(3) CONDOMS (ACQUISITION) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms.

This fact sheet may be accessed at:

<http://www.usaid.gov/sites/default/files/documents/1864/condomfactsheet.pdf>. The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities.

**H.6 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE
LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING
(SEPTEMBER 2014) / ADS 302.3.5.16(a)(4) PROHIBITION ON THE PROMOTION OR
ADVOCACY OF THE
LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING
(SEPTEMBER
2014)**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

- i. the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
- iii. Non-U.S. contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

- i. Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- ii. Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- iii. Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

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

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

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

“*Sex trafficking*” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The contractor must insert this provision in all subcontracts for HIV/AIDS activities.

H.7 725.702 DESIGNATION OF AUTHORIZED GEOGRAPHIC CODE

(a) The authorized geographic code or codes for an USAID contract shall be deemed to be **Geographic Code 937**, the U.S, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.

(b) The list of developing countries is available in ADS 310.

H.8 AIDAR 752.7007 PERSONNEL COMPENSATION (July 2007)

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

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

H.9 USAID ACQUISITION REGULATION (AIDAR) CLAUSES INCORPORATED BY REFERENCE

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

https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf for electronic access to the full text of an AIDAR clause.

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	(JUN 2009)
752.204-2	SECURITY REQUIREMENTS	(FEB 1999)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.222-70	USAID DISABILITY POLICY	(DEC 2004)
752.222-71	NONDISCRIMINATION	(JUN 2012)
752.227-14	RIGHTS IN DATA – GENERAL	(OCT 2007)
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(JUL 1997)
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	(AUG 2013)
752.242-70	PERIODIC PROGRESS REPORTS	(OCT 2007)

752.245-71 TITLE TO AND CARE OF PROPERTY	(APR 1984)
752.7001 BIOGRAPHICAL DATA	(JUL 1997)
752.7002 TRAVEL AND TRANSPORTATION	(JAN 1990)
752.7004 EMERGENCY LOCATOR INFORMATION	(JUL 1997)
752.7006 NOTICES	(APR 1984)
752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR 1984)
752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	(APR 1984)
752.7011 ORIENTATION AND LANGUAGE TRAINING	(APR 1984)
NUMBER TITLE	DATE
752.7012 PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	(AUG 1995)
752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS	(JAN 1990)
752.7015 USE OF POUCH FACILITIES	(JAN 1997)
752.7018 HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	(JAN 1999)
752.7019 PARTICIPANT TRAINING	(JAN 1999)
752.7023 REQUIRED VISA FORM FOR USAID PARTICIPANTS	(APR 1984)
752.7029 POST PRIVILEGES	(JUL 1993)
752.7033 PHYSICAL FITNESS	(JUL 1997)
752.7034 ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)
752.7037 CHILD SAFEGUARDING STANDARDS	(AUG 2016)
752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	(OCT 2016)

H.10 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

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

(End of clause)

H.11 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEBRUARY 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228

“Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 935 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

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

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

H.12 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

i. Describe the planning, design, implementation, evaluation, and results of development assistance; and

ii. Are generated during the life cycle of development assistance programs or activities.) The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

A. Time-sensitive materials such as newsletters, brochures or bulletins.

B. The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting, and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

i. Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

ii. All submissions must conform to current USAID branding requirements.

iii. Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

iv. The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

v. Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See

<http://www.archives.gov/recordsmgmt/initiatives/transfer-tonara>.html).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

H.13 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the

Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary- General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

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

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employees must be terminated, the Contractor must use its best efforts to cause the return of such employees to the United States or third country point of origin as appropriate.

H.14 752.7025 APPROVALS (APR 1984)

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

H.15 752.7027 PERSONNEL (DEC 1990)

(a) Clearance.

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

(2) Individuals engaged or assigned when outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States

under this contract unless authorized in the schedule or otherwise approved by the contracting officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

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

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

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

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

(f) Duration of appointments.

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

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

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

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

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

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

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

H.16 752.7028 DIFFERENTIALS AND ALLOWANCES (JULY 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract).

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

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

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

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

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

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

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

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The

Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than two years.

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

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

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

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

H.17 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

(a) Vacation leave.

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

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

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

- i. Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or
- ii. Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

(b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 workdays per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this contract.

(c) Home leave.

(1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.

(2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c)(4) of this clause, under this contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.

(3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

- i. Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract.
 - ii. The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and
 - iii. The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2-year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
- (4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days' vacation and sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
- (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the contracting officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.
- (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the contracting officer.
- (7) Except as provided in the schedule or approved by the Mission Director or the contracting officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
- (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the contracting officer.

(f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

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

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

H.19 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPT 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below and be issued one of the new smart cards.) Accordingly, before a Contractor (including a PSC* or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W

Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first. The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures.

This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD- 12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The Contractor is required to include this clause in any subcontracts that require the sub-Contractor or sub-Contractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.21 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) Services (JUL 2007)

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

(b) *Exceptions.*

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

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

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

(End of Clause)

H.22 SEXUAL MISCONDUCT (December 2020) / (ADS 302.3.5.5) Sexual Misconduct

- (a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, healthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.
- (b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad (launchpad.usaid.gov), and Service Desk, phone, (202) 712-1234. These are also available to the Contractor or its employee(s).
- (c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.
- (d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

(End of Provision)

H.23 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY" (ADS 302.3.5.11)

In accordance with ADS 302, Contractor will comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC 97- 27) “Electron and Information Technology Accessibility. Further information on Section 508 is available via the Internet at: <http://www.section508.gov> and <http://www.usaid.gov/policy/ads/300/302.pdf>

(End of Clause)

H.24 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

1a) The Foreign Assistance Act of 1961, as amended, Section 117, requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in the Federal Regulations (22 CFR 216) and in USAID’s Automated Directives Systems (ADS) 204 (<http://www.usaid.gov/policy/ADS/200/>), which in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

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

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

2b) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

(End of Clause)

H.25 PURCHASE OF RESTRICTED GOODS

Per AIDAR 752.225-70 Contracting Officer hereby approves the purchase of:

To be completed at time of award

H.26 PRESS RELATIONS

The Contractor will coordinate all press inquiries and statements with USAID's COR. Contractor will seek approval from COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor will not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR.

(End of Clause)

H.27 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (APRIL 2018) (DEVIATION NOS. M/OAA-DEV-FAR-20-3c and M/OAA-DEV-AIDAR-20-2c) (APRIL 2020)

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

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

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

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

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

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

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

(d) Request for Approval Requirements: Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) (Class Deviations M/OAA-DEV-FAR- 20-3c, and M/OAA-DEV-AIDAR-20-2c)

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

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

ITAuthorization@usaid.gov.

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

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

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

(End of Clause)

H.28 SOFTWARE LICENSE ADDENDUM (MAY 2016) (AAPD 16-02 REVISED)

(a) This special contract requirement incorporates certain terms and conditions relating to Federal

procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties.

(b) (b) Act, 41 U.S.C. Section 601 et. seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those fora that have jurisdiction over Federal procurement matters.

(c) Attorney's Fees: Attorney's fees are payable by the Federal government in any action arising under this contract only pursuant to the Equal Access in Justice Act, 5 U.S.C. Section 504.

(d) No Indemnification: The Federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a).

(e) Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims."

(f) Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516).

(g) Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement.

(h) Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the Government to unilaterally exercise one or more options to extend the term of the agreement.

(End of Clause)

H.29 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL 2018) (AAPD 16-02 Revision 2)

(a) Definitions

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

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

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

- (1) 1194.21 Software applications and operating systems
- (2) 1194.22 Web-based intranet and Internet information and applications
- (3) 1194.23 Telecommunications products
- (4) 1194.24 Video and multimedia products
- (5) 1194.25 Self-contained, closed products
- (6) 1194.26 Desktop and portable computers
- (7) 1194.31 Functional performance criteria
- (8) 1194.41 Information, documentation, and support

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

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

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

(End of Clause)

H.30 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018) (DEVIATION NO. M/OAA-DEV-FAR-20-3c) (APRIL 2020)

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

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

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

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

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

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts 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.

(End of Clause)

H.31 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018) (AAPD 16-02 Revision 2)

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

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

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

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

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

- (1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
- (2) Proper security, control, and storage of mobile technology, portable data storage devices, and communication devices.
- (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.

- (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including the policy that passwords must not be communicated in the same email as the attachment.
- (d) Return of all USAID Agency records. Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.
- (e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third-party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.
- (f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).
- (End of Clause)

H.32 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018) (AAPD 16-02 Revision 2)

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. “Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS- 46;05-26-1995).

SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become

PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

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

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

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information. “Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

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

(b) Privacy Act Compliance Contractors must comply with the Privacy Act of 1974 requirements in the design,

development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(c) IT Security and Privacy Training

- (1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.
 - (2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.
 - (3) Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.
 - (4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.
 - (5) Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.
- (d) Information Security and Privacy Incidents
- (1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.
 - (i) Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO_HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer. Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident. Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.
 - (ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIOHELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals

whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual.

(3) Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(4) Information Security Incident Response Requirements

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

communicated through the CO or COR.

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

iii. (iii.) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing. iv. At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

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

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

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

(f) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by e-mail) information security and privacy incidents directly to the USAID Service Desk at

CIOHELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

(End of Clause)

H.33 CLOUD COMPUTING (APRIL 2018) (AAPD 16-02 Revision 2)

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

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

and platform-as-a-service. “Federal information” means information created, collected, processed, disseminated, or

disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

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

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

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

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

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

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

“Personally, Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric

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

(b) Applicability

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

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

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

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

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

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

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

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

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Federal information, including data schemas, metadata, and other associated data artifacts, in the

format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

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

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

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

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

(g) Information Security Incidents

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

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer. Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect

Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

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

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

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

(j) Security Requirements:

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

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

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

(d) The Government reserves the right to perform penetration testing or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) (Class Deviations M/OAA-DEV-FAR-20-3c, and M/OAA-DEV-AIDAR-20-2c) 37 IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Federal information for vulnerabilities.

(e) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before any restricted authorization is issued. (f) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities

must be mitigated within sixty (60) calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

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

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

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

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

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

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

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

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

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

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

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

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

(End of Clause)

H.34 ADS 206.3.12 - COVERED PARTICIPANTS

USAID reserves the right to terminate assistance to or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(End of Clause)

H.35 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify

the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

(End of Clause)

H.36 SECURITY

(1). Contractor Facility Security

USAID contractors using non-USAID facilities and information systems to provide products or services to USAID are expected to provide the degree of security protection commensurate with the sensitivity of the USAID system access and information used for contract performance. CORs, designated ISSOs, and SEC must collaborate to ensure that appropriate contract specifications for ISS are provided to the CO to include in the resulting contract, to protect USAID information resources in the contractor's environment.

(2). Security

All contractor personnel requiring access to the Ronald Reagan Building will be subject to the security clearance procedures. Contractor employees must be able to pass background investigations.

(3). Hardware/ Software Access

The contractor employees shall abide by all hardware/software security access controls of USAID. Security controls may be updated by the Government as new threats/vulnerabilities are identified and new technologies are implemented. As security controls are updated, the Contractor shall comply with the new regulations.

(4). Sensitive Information

Contractor will have access to sensitive but unclassified information.

(5). Security Clearances

A security clearance is required for all personnel who will be required to have access to USAID space for completion of assigned duties under this contract. Prior to beginning

any work under an order, all identified Contractor employee(s) will undergo security screening.

(6). Facility Access

When applicable, the Contractor shall arrange with the Contract Officer Representative (COR) procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators and material matters. Any requests received from the contractor to change the sequence or scope of this access shall be referred to the COR.

(7). Rights of Ingress and Egress

During the life of this contract, the rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The government reserves the right to require Contractor personnel to "sign-in" upon entry and sign-out upon departure from the Government facility.

(8). Building Access Passes

USAID has specific Agency security requirements that must be followed to obtain access and obtain a Badge and are as follows:

- a. Ensure that each contractor employee has been issued a badge from the Government. The badge will serve to authorize the wearer to enter and leave the security area. The badge must be worn so as to be clearly visible at all times when on the work site. The badge will be retained by the individual as long as he or she is required continued admittance to the site.
- b. Each vehicle will be subject to Federal laws applicable to government installations, e.g., a ticket issued by the Federal Protective Officers and possible tow-away of vehicle.
- c. The Government reserves the right to exclude or remove from the site or building any employee of the contractor who is unable to obtain or loses a security clearance.

H.37 SECURITY CLEARANCE - CLASSIFIED CONTRACT REQUIREMENTS

Section H. Security Classification Specification for Contract with Performance Elements which Require Cleared and Uncleared Contractor Personnel

This contract/award is designated as a classified contract in accordance with ADS Chapter 567 “Classified Contracts Under USAID’s National Industrial Security Program” and FAR Subpart 4.4 “Safeguarding Classified Information within Industry.” As such, it is subject to the requirements of these regulations and the security classification specifications contained in the DD Form 254.

The Contractor must maintain a Facility Security Clearance (FCL) at the level on the DD Form 254.

Contractor personnel identified to work under this classified contract that will require access to classified national security information and areas of USAID deemed Restricted Space by USAID’s Office of Security must have been subject to an appropriate level background investigation by the Defense Counterintelligence and Security Agency (DCSA). DCSA must issue an Interim or Final security clearance for each such contractor personnel before USAID will grant him or her unescorted access to USAID’s restricted spaces(s) or permit him or her access to classified national security information. The positions that require a security clearance in order to perform their duties in this contract must be listed within the contract terms.

The contractor’s Facility Security Officer (FSO) must forward a valid Visit Authorization Letter (VAL) identifying their representatives/employees and the required security clearance information to the designated Contracting Officer’s Representative (COR).

Although this contract/award is designated as a “Classified” contract, there are “Unclassified” performance elements that can be accomplished by contractor personnel pursuant to the terms and conditions of the contract. It is the responsibility of the U.S. Government’s (USG) Contract Officer (CO) and/or their designated COR to identify the tasks and/or positions carved-out of the overall classified contract that involve work that is exclusively “Unclassified” in nature and to be carried out within USG office space where no classified information exists. For those tasks/positions, the contractor is obligated to provide staff that are determined to be eligible for a “Facility Access” (formerly known as “Employment Authorization”) by the USG’s designated Security Office (USAID/SEC).

Contractor personnel identified to work on the unclassified performance elements of this contract will require unescorted access to USAID’s designated Unrestricted area. Such access requires the contractor personnel identified to work in USAID Unrestricted space to undergo a background investigation by USAID/SEC to obtain Facility Access. See ADS 566 for more information on the Facility Access process. The contractor is responsible for providing the designated COR with the contractor personnel who require recurring/daily access to USAID facilities and with ensuring their contractor personnel complete the necessary security questionnaire, release forms, and submit samples of their fingerprints to accomplish the required investigation for unescorted access.

Once the aforementioned investigation is complete and favorably adjudicated, the contractor personnel will be afforded unescorted facility access to the Unrestricted USAID

Bureau/Independent Office (B/IO) of assignment once a valid USAID badge is obtained. The issuance of Facility Access by USAID/SEC is required before contractor personnel working under the terms of this contract are permitted to perform work pursuant to this contract. The contractor is responsible for providing a qualified replacement for each candidate unable to receive a timely Facility Access from USAID/SEC. The responsibility for determining the length of time afforded for an investigation before a substitute employee candidate is demanded rests with the designated USG COR.

The contractor and their personnel are required to comply with Homeland Security Presidential Directive – 12 before a federal credential is issued. Pursuant to the above, all contractor personnel must physically present two unexpired identity source documents, one of which must be state or federal issued photo identification (ID) to USAID as part of the access badge registration and issuance process. The Office of Security will issue a Facility Access Card (FAC) to individual contractor personnel upon successful completion of the identity proofing process. The contractor personnel must ensure that any badges issued are returned upon termination of employment or completion of the contract, whichever occurs first.

Note: USAID/SEC requires re-issuance of said Facility Access when it expires and/or if the contract is extended/renewed. The process is referred to as a "revalidation."

Facility Clearance

This Contract requires a Facility Clearance at the SECRET level. In addition, the position titles requiring access to classified information, and therefore requiring a SECRET Clearance are designated as [SECRET] in Attachment I. The position titles not requiring access to classified information, and therefore requiring a Facility Access are designated as [FACILITY ACCESS] in Attachment I.

H.38 ORGANIZATIONAL CONFLICT OF INTEREST

a. Organizational Conflicts of Interest: Preclusion from Implementation Contract or Grant

Support provided under this contract may call for the Contractor to furnish important services in support of the design of specific strategies, projects and activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR, GRANTEE OR SUBGRANTEE OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY EVALUATION, PROJECT OR ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting or Award Action, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor from the implementation contract or grant would not be in the US Government's interest. When a Task

Order includes a work requirement that may preclude the Contractor from furnishing implementation services, a clause stating the preclusion will be included in the Order.

b. Organizational Conflicts of Interest: Preclusion from Furnishing Certain Services and Restriction on Use of Information

(1) Support under this contract may call for the Contractor to furnish important services in support of the evaluation of contractors or of the design of strategies, specific programs, projects or activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR GRANTEE OR SUBGRANTEE OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER OR GRANT THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF SUCH FINDINGS, PROPOSALS OR RECOMMENDATIONS BEING SUBMITTED TO USAID, unless the Head of the Contracting or Grant Action, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the U.S. Government's interest.

(2) If the Contractor gains access to proprietary information of other company (ies) or organization(s) in performing this Contract, the Contractor must agree with the other company (ies) or organization(s) to protect their information from unauthorized use or disclosure for as long as it remains proprietary and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

(3) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Contracting Officer shall provide the Contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

H.39 752.228-3 Worker's Compensation Insurance (Defense Base Act)

(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 AIDAR 728.305-70(a)) for contractor's employees who are not citizens of residents of, or

hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

H.40 ETHICS

The contractor/vendor must ensure that the contractors provided to USAID must be legally bound and must be made aware that the following USAID rules regarding ethical conduct must apply to such contractors. The contractors provided to USAID are not employees of the U.S. Government. However, in order to avoid both an actual conflict and/or the appearance of a conflict of interest between such contractors' duties on behalf of the U.S. Government and any outside activity pursued by such contractors or any activity of the organizations employing the contractors, such contractors will be subject to the standards of ethical conduct for Government employees, except that such contractors will not be required to file a financial disclosure statement.

H.41 NON-PERSONAL SERVICES

- (a) The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. Contractor personnel are not employees of the Federal Government and are not eligible for entitlement and benefits given to federal employees.
- (b) Contractor personnel under this award must not (i) be placed in a position where there is an appearance that they are employed by the Federal government, or are under the supervision, direction, or evaluation of a Federal employee, or (ii) be placed in a position of command, supervision, administration, or control over Government personnel.
- (c) All requests for leave, annual, sick, or other will be approved or denied by the Contractor, not USAID.

H.42 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

- (a) Before a Contractor (or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to

USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport-size photo. One identity source document must be a valid Federal or state government issued picture ID. (Overseas foreign nationals must comply with the requirements of this Regional Security Office.)

USAID/Washington Contractor must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the Contract, whichever occurs first.

- (b) The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.
- (c) The Contractor is required to include this provision in any subcontracts that require the Subcontractor or Subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.43 REPORTING WASTE, FRAUD, ABUSE AND THEFT

The Contractor shall notify the Contracting Officer and the COR of any instances of suspected waste, fraud, abuse, loss, or theft of Contractor or Government-furnished property by employees or Subcontractors.

H.44 SPECIAL PROVISIONS

A. DIVERSITY, EQUITY, AND INCLUSION (DEI)

USAID is committed to a diverse, equitable, inclusive workplace where everyone has an opportunity to thrive. USAID focuses on three key strategic goals: (1) enhancing diversity throughout the Agency, (2) enhancing inclusion and equity for everyone in the workplace and (3) achieving strengthened accountability for promoting and sustaining a diverse workforce and an

inclusive Agency culture. (Reference: [Diversity, Equity, and Inclusion Strategy - Executive Summary \(usaid.gov\)](#)) USAID defines diversity, equity and inclusion (DEI) as:

Diversity: The variety of similarities and differences within the workforce that include, but are not limited to, the following: race, ethnicity, sex, sexual orientation, gender, gender identity, gender expression, sex characteristics, disability, native or indigenous origin, age, generation, culture, religion, belief system, marital status, parental status, socio-economic status, appearance, language and accent, education, geography, nationality, lived experience, job function, personality type, and thinking style.

Equity: The consistent and systematic fair, just and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, including (but not limited to) Black, Latinx, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color, members or religious minorities, lesbian, gay, bisexual, transgender, queer, and intersex (LGBTQI+) persons, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality.

Inclusion: A dynamic state in which diversity is leveraged to create a fair, healthy, and high-performing organization or community. An inclusive environment is safe, respectful, engaging, celebratory, and motivating and values the unique contributions of each employee as we strive to fulfill USAID's mission.

USAID contractors play a critical role in fulfilling USAID's mission and as such a critical role in promoting Diversity, Equality, and Inclusion in our workforce. The contractor shall:

- Promote diversity, gender equity, inclusion, and female empowerment throughout the workforce and through recruitment consistent with applicable law. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or physical disabilities.
- Ensure that deliverables listed in Section F.6 such as the: Annual Work Plan, Recruitment Plan, and Standard Operating Procedures reflect diversity, equality and inclusion principles.

B. PROFESSIONAL DEVELOPMENT

USAID supports Professional Development of its workforce and seeks to promote more equity and equality in professional development for its workforce including contract staff. As such under this contract contractors shall:

- Make professional growth and advancement opportunities available for each long-term staff member that is co-located at USAID. Professional growth opportunities include training opportunities, leadership development, membership in professional organizations, funds to attend annual meetings or conferences, and professional books, tools, or resources. The goal of these growth opportunities is to further each staff member's ability to more effectively keep up with the evolving and expanding thinking within their specific professional field as well as related professional fields.
- Ensure that each long-term PDEX Contractor Employee staff member (PDEX Category 1) has an annual performance management plan, developed in consultation with the USAID on-site manager, that includes meaningful performance standards, time and financial resources for professional growth opportunities, and a plan for an evaluation and assessment of performance on at least an annual basis. The performance management plan shall be written by the PDEX Contractor Employee, reviewed jointly by the USAID on-site manager and the PDEX CM, and approved by the PDEX Prime Contractor.

H.45 Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors -SEPTEMBER 09, 2021, PRESIDENTIAL ACTIONS.

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and section 301 of title 3, United States Code, and in order to promote economy and efficiency in procurement by contracting with sources that provide adequate COVID-19 safeguards for their workforce, it is hereby ordered as follows:

Section 1. Policy. This order promotes economy and efficiency in Federal procurement by ensuring that the parties that contract with the Federal Government provide adequate COVID-19 safeguards to their workers performing on or in connection with a Federal Government contract or contract-like instrument as described in section 5(a) of this order. These safeguards will decrease the spread of COVID-19, which will decrease worker absence, reduce labor costs, and improve the efficiency of contractors and subcontractors at sites where they are performing work for the Federal Government. Accordingly, ensuring that Federal contractors and subcontractors are adequately protected from COVID-19 will bolster economy and efficiency in Federal procurement.

Sec. 2. Providing for Adequate COVID-19 Safety Protocols for Federal Contractors and Subcontractors. (a) Executive departments and agencies, including independent establishments subject to the Federal Property and Administrative Services Act, 40 U.S.C. 102(4)(A) (agencies),

shall, to the extent permitted by law, ensure that contracts and contract-like instruments (as described in section 5(a) of this order) include a clause that the contractor and any subcontractors (at any tier) shall incorporate into lower-tier subcontracts. This clause shall specify that the contractor or subcontractor shall, for the duration of the contract, comply with all guidance for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance or Guidance), provided that the Director of the Office of Management and Budget (Director) approves the Task Force Guidance and determines that the Guidance, if adhered to by contractors or subcontractors, will promote economy and efficiency in Federal contracting. This clause shall apply to any workplace locations (as specified by the Task Force Guidance) in which an individual is working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(b) By September 24, 2021, the Safer Federal Workforce Task Force (Task Force) shall, as part of its issuance of Task Force Guidance, provide definitions of relevant terms for contractors and subcontractors, explanations of protocols required of contractors and subcontractors to comply with workplace safety guidance, and any exceptions to Task Force Guidance that apply to contractor and subcontractor workplace locations and individuals in those locations working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(c) Prior to the Task Force publishing new Guidance related to COVID-19 for contractor or subcontractor workplace locations, including the Guidance developed pursuant to subsection (b) of this section, the Director shall, as an exercise of the delegation of my authority under the Federal Property and Administrative Services Act, see 3 U.S.C. 301, determine whether such Guidance will promote economy and efficiency in Federal contracting if adhered to by Government contractors and subcontractors. Upon an affirmative determination by the Director, the Director's approval of the Guidance, and subsequent issuance of such Guidance by the Task Force, contractors and subcontractors working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order), shall adhere to the requirements of the newly published Guidance, in accordance with the clause described in subsection (a) of this section. The Director shall publish such determination in the Federal Register.

(d) Nothing in this order shall excuse noncompliance with any applicable State law or municipal ordinance establishing more protective safety protocols than those established under this order or with any more protective Federal law, regulation, or agency instructions for contractor or subcontractor employees working at a Federal building or a federally controlled workplace.

(e) For purposes of this order, the term "contract or contract-like instrument" shall have the meaning set forth in the Department of Labor's proposed rule, "Increasing the Minimum Wage for Federal Contractors," 86 Fed. Reg. 38816, 38887 (July 22, 2021). If the Department of Labor issues a final rule relating to that proposed rule, that term shall have the meaning set forth in that final rule.

Sec. 3. Regulations and Implementation. (a) The Federal Acquisition Regulatory Council, to the extent permitted by law, shall amend the Federal Acquisition Regulation to provide for

inclusion in Federal procurement solicitations and contracts subject to this order the clause described in section 2(a) of this order, and shall, by October 8, 2021, take initial steps to implement appropriate policy direction to acquisition offices for use of the clause by recommending that agencies exercise their authority under subpart 1.4 of the Federal Acquisition Regulation.

(b) By October 8, 2021, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts and contract-like instruments as described in section 5(a) of this order that are not subject to the Federal Acquisition Regulation and that are entered into on or after October 15, 2021, consistent with the effective date of such agency action, include the clause described in section 2(a) of this order.

Sec. 4. Severability. If any provision of this order, or the application of any provision of this order to any person or circumstance, is held to be invalid, the remainder of this order and its application to any other person or circumstance shall not be affected thereby.

Sec. 5. Applicability. (a) This order shall apply to any new contract; new contract-like instrument; new solicitation for a contract or contract-like instrument; extension or renewal of an existing contract or contract-like instrument; and exercise of an option on an existing contract or contract-like instrument, if:

- (i) it is a procurement contract or contract-like instrument for services, construction, or a leasehold interest in real property;
- (ii) it is a contract or contract-like instrument for services covered by the Service Contract Act, 41 U.S.C. 6701 et seq.;
- (iii) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 C.F.R. 4.133(b); or
- (iv) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public;

(b) This order shall not apply to:

- (i) grants;
- (ii) contracts, contract-like instruments, or agreements with Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended;
- (iii) contracts or subcontracts whose value is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation;
- (iv) employees who perform work outside the United States or its outlying areas, as those terms are defined in section 2.101 of the Federal Acquisition Regulation; or
- (v) subcontracts solely for the provision of products.

Sec. 6. Effective Date. (a) Except as provided in subsection (b) of this section, this order is effective immediately and shall apply to new contracts; new contract-like instruments; new solicitations for contracts or contract-like instruments; extensions or renewals of existing contracts or contract-like instruments; and exercises of options on existing contracts or contract-

like instruments, as described in section 5(a) of this order, where the relevant contract or contract-like instrument will be entered into, the relevant contract or contract-like instrument will be extended or renewed, or the relevant option will be exercised, on or after:

(i) October 15, 2021, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 3(a) of this order; or

(ii) for contracts and contract-like instruments that are not subject to the Federal Acquisition Regulation and where an agency action is taken pursuant to section 3(b) of this order, October 15, 2021, consistent with the effective date for such action.

(b) As an exception to subsection (a) of this section, where agencies have issued a solicitation before the effective date for the relevant action taken pursuant to section 3 of this order and entered into a new contract or contract-like instrument resulting from such solicitation within 30 days of such effective date, such agencies are strongly encouraged to ensure that the safety protocols specified in section 2 of this order are applied in the new contract or contract-like instrument. But if that contract or contract-like instrument term is subsequently extended or renewed, or an option is subsequently exercised under that contract or contract-like instrument, the safety protocols specified in section 2 of this order shall apply to that extension, renewal, or option.

(c) For all existing contracts and contract-like instruments, solicitations issued between the date of this order and the effective dates set forth in this section, and contracts and contract-like instruments entered into between the date of this order and the effective dates set forth in this section, agencies are strongly encouraged, to the extent permitted by law, to ensure that the safety protocols required under those contracts and contract-like instruments are consistent with the requirements specified in section 2 of this order.

Sec. 7. General Provisions.

(a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

[END OF SECTION H]

SECTION I -CONTRACT CLAUSES

I.1 GSA CONTRACT CLAUSES

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

<http://www.arnet.gov/far><http://www.usaid.gov>

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

This contract incorporates one or more clauses by reference (AIDAR 752.252-1) with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR Chapter 7, which may be accessed electronically at this/these address(es):

FAR: <http://acquisition.gov/far/index.html> for electronic access to the full text of FAR clauses

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

AIDAR clauses

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR	JAN 2011

	PERSONNEL	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
NUMBER	TITLE	DATE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-13	SUBCONTRACTOR CERTIFIED COST AND PRICING DATA – MODIFICATIONS	JUN 2020
52.215-14	INTEGRITY OF UNIT PRICES	JUN 2020
52.215-15	PENSION ADJUSTMENT AND ASSESS REVERSIONS	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2020
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999

52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-36	AFFIRMATIVE ACTION FOR WORKERS	
	WITH DISABILITIES	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICES AND CONSTRUCTION CONTRACTS	AUG 2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	
	PURCHASES	FEB 2021
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-3	PATENT INDEMNITY	APR 1984
NUMBER	TITLE	DATE
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
	ALTERNATE II	DEC 2007

52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE	
	(DEFENSE BASE ACT) CLAUSE	JULY 2014
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT	
	CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
	DISPUTES- ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991

52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT	AUG 1987
52.244-2	SUBCONTRACTS	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2021
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 AIDAR 48 CFR Chapter

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.227-14	RIGHTS IN DATA—GENERAL ALTERNATE II	OCT 2007
752.228-3	WORKER’S COMPENSATION INSURANCE(DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	OCT 2017
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIESOR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TOLOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR -MISSION RELATIONSHIPS[DEVIATION JUN 2020]	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008

I.4 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.

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

The Government may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the Order period.

(End of clause)

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (66 months) (5.5 years).

(End of clause)

I.7 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

- (a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

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

I.8 752.227-14 RIGHTS IN DATA--GENERAL (OCT 2007)

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

(d) Release, publication and use of data.

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

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

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

I.9 752.7025 APPROVALS (APR 1984)

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

I.10 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contract Officer Representative (COR) is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The COR's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the COR, of planned travel, identifying the travelers and the dates and times of arrival.

I.11 FAR 52.204-25 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—

- (5) 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;
- (b) (6) Items included on the Commerce Control List set forth in Supplement No. 1 to part
- (c) 774 of the Export Administration Regulations under subchapter C of chapter VII of
- (d) title 15, Code of Federal Regulations, and controlled.
- (e) Pursuant to multilateral regimes, including for reasons relating to national
- (f) security, chemical and biological weapons proliferation, nuclear
- (g) nonproliferation, or missile technology; or
- (h) ii. For reasons relating to regional stability or surreptitious listening;
- (i) (7) Specially designed and prepared nuclear equipment, parts and components,
- (j) materials, software, and technology covered by part 810 of title 10, Code of Federal
- (k) Regulations (relating to assistance to foreign atomic energy activities);
- (l) (8) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of
- (m) Federal Regulations (relating to export and import of nuclear equipment and
- (n) material);
- (o) (9) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations,
- (p) part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (q) (10) Emerging and foundational technologies controlled pursuant to section 1758 of
- (r) the Export Control Reform Act of 2018 (50 U.S.C. 4817).
- (s) *Interconnection arrangements* means arrangements governing the physical connection of
- (t) two or more networks to allow the use of another's network to hand off traffic where it is
- (u) ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of
- (v) telephone company B) or sharing data and other information resources.
- (w) *Reasonable inquiry* means an inquiry designed to uncover any information in the entity's

- (x) possession about the identity of the producer or provider of covered telecommunications
- (y) equipment or services used by the entity that excludes the need to include an internal or third party
- (z) audit.
- (aa) *Roaming* means cellular communications services (e.g., voice, video, data) received from a
- (bb) visited network when unable to connect to the facilities of the home network either because
- (cc) 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]

I.6 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract,

by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

i. Government personnel and authorized users performing business on behalf

of the Government; or

ii. The Contractor, when viewing data on itself; and

(3) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

i. Past performance reviews required by subpart 42.15;

ii. Information that was entered prior to April 15, 2011; or

iii. Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph

(c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

[End of Clause]

I.12 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

I. 13 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

(1) Contractor name.

(2) Contact name with phone, fax and email.

(3) Agreement number(s).

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

- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the Contractor/ recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where: Submit the reports to: cmpvatreport@usaid.gov
- (e) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other sub-agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

I.14 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

(End of provision)

I.15 GRANTS UNDER CONTRACT

The Head of the Contracting Activity (HCA) for the ordering activity must provide written approval to allow contracts for a USAID-direct contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not for profits

or for-profits), providing conditions in ADS 302.3.4.13 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed. (Also see C.6.4.) If not provided by USAID, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, cognizant Contracting Officer approvals, etc.). If the grants formats and field guide are not provided before award to the TOCO, the contractor shall obtain approval from the TOCO within 30 days after award, unless specified otherwise in the contract.

The contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and
- (3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or contract close-out. All grants must be closed out no later than the end date of the contract. Reporting requirements shall be in accordance with Section F.

[END OF SECTION I]

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT	TITLE
J. 1	PAST PERFORMANCE REPORT (SHORT-FORM) (see below)
J.2 - Attachment I	Attachment I - Position Descriptions
J.3 - Attachment II	Attachment II - PDEX Cost Proposal Template

For Attachment J.1 - Past Performance Report, the template can be found in the next section and should be included in the Technical Proposal's appendices.

For Attachments I and II (J.2 and J.3), the Offeror should download/save a new copy of the attachments and make any edits/changes to them and then remit to USAID as part of their Cost Proposal.

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ATTACHMENT J.1 PAST PERFORMANCE REPORT (SHORT-FORM)

PERFORMANCE REPORT - SHORT FORM	
PART I: Contractor Information (to be completed by Prime)	
1.	Name of Awarding Entity:
2.	Contract Number:
3.	Contract Type:
4.	Contract Value (TEC): (if subcontract, subcontract value)
5.	Problems: (if problems encountered on this award, explain corrective action taken)
6.	Problems: (if problems encountered on this contract, explain corrective action taken)
7.	Contacts: (Name, Telephone Number and E-mail address)
7a.	Contracting Officer:
7b.	Technical Officer (COR):
7c.	Project Description (up to 200 words):
8.	Contractor:
9.	Information Provided in Response to RFP No.:
PART II: Performance Assessment (to be completed by Agency)	
1.	Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2.	Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
4.	Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
5.	Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
6.	Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in instead, of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may

submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

[END OF SECTION J]

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 SECURITY CLEARANCE CERTIFICATION

At the time of award, the contractor does [] does not [] have a Secret level facility clearance.

K.2 AUTHORIZED NEGOTIATORS

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

[END OF SECTION K]

[INTENTIONALLY LEFT BLANK]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

*Roderick Watson
U.S. Agency for International Development
Office of Acquisition and Assistance
1300 Pennsylvania Avenue, NW
Washington, DC 20523
rwatson@usaid.gov*

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

A copy of the protest must also be submitted to:

Mr. William Buckhold, Esq
Fax: (202)-712-3058

L.2 SPECIAL NOTICES

GOVERNMENT POINT-OF-CONTACT INFORMATION

The USAID Point of Contact for this RFP is:

USAID Contracting Officer (CO) for this RFP is:
Roderick Watson
U.S. Agency for International Development
Office of Acquisition and Assistance
1300 Pennsylvania Avenue, NW
Washington, DC 20523

rwatson@usaid.gov

USAID Contract Specialist for this RFP is:

Julia Banks
U.S. Agency for International Development
Office of Acquisition and Assistance
1300 Pennsylvania Avenue, NW
Washington, DC 20523
jbanks@usaid.gov

L.3 REQUESTS FOR PROPOSAL QUESTIONS

All questions regarding this solicitation must be submitted to **both emails** by **12:00 p.m. on November 15, 2021**, in writing via email to jbanks@usaid.gov and rwatson@usaid.gov

Failure to submit questions to **both emails** in the time specified may result in a “no-response” from the Government. The offeror should not direct any communications or questions (written or verbal) concerning this solicitation to anyone other than the designated contacts noted above.

NOTICE OF RFP CLOSING DATE AND TIME

The technical and cost proposals/volumes must be separate documents. No pricing information should be included in the technical volume. Proposal submissions, including technical volume and cost volume shall be delivered electronically via separate e-mail by **3 p.m. on December 15, 2021**, to Julia Banks and Roderick Watson at jbanks@usaid.gov and rwatson@usaid.gov.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

Number	Title - Federal Acquisition Regulations	Date
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Oct 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Oct 2020
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding one cost plus fixed fee hybrid contract resulting from this solicitation.

L.6 GENERAL INSTRUCTIONS TO OFFERORS

1. Solicitation Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this solicitation, it should write to the CO for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline. See the cover letter for information on how and when to submit questions regarding this solicitation.
2. Accurate and Complete Information. Offerors must set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
3. Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the solicitation and prospective contract.
4. Proposal Preparation Costs. The Government will not pay for any proposal preparation costs.
5. Language. Proposals must be submitted in English.

6. Offer Validity Period. Proposals must remain valid for acceptance by USAID for a minimum of one hundred and eighty (180) days.
7. Competition. This procurement is set aside for small businesses under the General Services Administration (GSA) One Acquisition Solution for Integrated Services (OASIS). The contract will be awarded in accordance with FAR 16.505.
8. Questions. Questions in response to this solicitation must be submitted in accordance with the instructions contained in the cover letter of this solicitation.

L.7 SUBMISSION/DELIVERY INSTRUCTIONS

1. All proposals submitted in response to this solicitation are due no later than the closing date and time indicated on the cover letter of this solicitation.
2. Proposals submitted in response to this solicitation will be received via email only. Facsimile or hard copy submissions will not be accepted.
3. All proposals must be prepared and submitted in two (2) separate parts: i) Technical Proposal; and ii) Cost Proposal. The two (2) separate parts of the proposal must be submitted as completely separate submissions. Proposals must be submitted via email to jbanks@usaid.gov and rwatson@usaid.gov.
4. The Technical Proposal must be clearly marked on the email subject line as follows: "Technical Proposal: 7200AA22R00006 PDEX Technical Proposal [Name of Offeror]"
5. The Cost Proposal must be clearly marked on the email subject line as follows: "Cost Proposal: RFTOP 7200AA22R00006 PDEX Cost Proposal [Name of Offeror]"

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Offerors should demonstrate their understanding of the requirement by submitting a detailed Technical Proposal describing the Offeror's approach to achieving the requirements set forth in Section C. The following sections shall be included in the technical proposal and shall be evaluated in accordance with the evaluation criteria laid out in Section M. of this solicitation:

L.8.1: Cover Page

The Cover Page (limited to 1 single-sided page) shall include the following:

- a. Solicitation Number
- b. Offeror Name
- c. Offeror OASIS contract number;
- d. Offeror DUNS number;

- e. Offeror contact person for technical questions or discussions
- f. Offeror contact person with authority to contract;
- g. Proposed subcontractors listed separately, including subcontractor DUNS numbers; and
- h. Small Business Offerors must provide their small business statement of self-certification of business size and socio-economic status of the organization/firm on the Cover Page.

L.8.2: Proof of Offeror's Active Facility Security Clearance (FCL) at the level of Secret or above on the DD Form 254 (note: if not provided, the Offeror will be deemed ineligible for further review)

L.8.3: Technical Narrative (limited to 20 pages, double-spaced, no smaller than 11-point font for narrative text. Tables may be single-spaced and may use font no smaller than 10-point font).

The Offeror must demonstrate a thoughtful, effective, comprehensive and feasible plan for achieving the tasks outlined in Section C of the solicitation. Offerors are advised to organize their technical narrative in the following narrative discussion sections:

I. Technical Approach: The Offeror shall outline their proposed technical approach to accomplishing the objectives and tasks outlined in Section C. Specifically, the Offeror shall describe their plan to:

A. Establish and Maintain PDEX and Support Transition Activities (Tasks 1 & 2): The Offeror shall outline their planned approach for establishing and maintaining PDEX (Task 1) and for developing and deploying effective transition plans (Task 2).

To support this approach, Offerors should:

- Provide an outline of the proposed New PDEX Transition Plan for evaluation (Annex 1, see section M)
- Place particular emphasis on how the Offeror proposes to conduct a smooth transition for all incoming institutional support contractors by offering them a “first right of refusal” and providing a timeline to ensure transition is completed in a timely, efficient, thoughtful, and inclusive manner.

B. Processes and Standard Operating Procedures (Task 3 & 4)

- Offerors shall outline their approaches for developing and implementing effective recruitment, retention, replacement and/or removal processes for PDEX (Task 3)
 - Particular emphasis should be placed on the Offeror’s plan to promote diversity, gender equity, inclusion, and empowerment throughout recruitment and retention processes.

- Offerors must also outline their plans to develop and implement effective processes to manage, supervise, pay, and support PDEX Contractor Employees (Task 4)
 - Particular emphasis should be placed on describing and outlining the Offeror’s proposed Standard Operating Procedures (SOPs) to ensure successful Contract implementation.
 - Offerors should also dedicate a significant portion of the technical approach narrative to describing their approach to offer a competitive salary and benefits package to PDEX Contractor Employees. Discussion should include details of proposed benefits to be offered (health, commuting, parental leave, retirement, work-life flexibilities, etc.)

C. Training and Performance Management (Task 5): Offerors should outline their proposed process for supporting PDEX Contractor Employee training and professional development, performance management, evaluations, promotions, and awards (Task 5)

- Under this section, Offerors shall clearly outline their overall proposed training and performance management approach, with an emphasis on supporting professional growth, opportunity for regular performance awards and honors, and equitable training opportunities for PDEX Contractor Employees.
- Offerors shall also make sure to outline their proposed approach(es) for “merit promotions” in their proposals.

II. Staffing and Management: The Offeror shall outline a detailed Staffing and Management approach which will demonstrate:

A. Key Personnel: The Offeror’s understanding of the technical complexity of PDEX and designation of Key Personnel that can effectively implement all the proposed Tasks in Section C., as evidenced by detailed CVs of key personnel demonstrating appropriate skills and experience. Consistent with Section C.4 of the solicitation, Key Personnel must include:

1. **PDEX Contract Manager (CM)/PDEX Contractor Employee Supervisor** - The Contractor shall provide a Contract Manager with 5-10 years of relevant experience. The Contract Manager should possess a Bachelor’s Degree or higher (Master’s preferred). The Contract Manager will be responsible for all management oversight of the contract.
2. **Financial Manager** - The Financial Manager should have a Bachelor’s degree in business, accounting, finance, or other relevant discipline and a minimum of three (3) to five (5) years’ experience in budget formulation, budget management, and forecasting. The Financial Manager should be

knowledgeable of multi-source fund management and have a demonstrated ability in providing quality reports when requested in short time frames.

3. **Recruitment Manager-** The Recruitment Manager should have a Bachelor's degree in human resources or related area of study such as management, industrial psychology, or organizational development and a minimum of three (3) to five (5) years' experience in hiring and human resource formulation. The Recruitment Manager should be knowledgeable of multi-source human resource management and have a demonstrated ability in providing quality personnel when requested in short timeframes.
4. **Travel and Training Coordinator -** The Travel and Training Coordinator should have a Bachelor's degree with a minimum of 2 years professional experience. The coordinator should be familiar with or receive necessary training from PDEX prior to assuming the role, the Federal Travel Regulation (FTR), USAID Travel regulations and the Fly America Act. The coordinator should demonstrate excellent communication skills (written and verbal), superior organizational skills, and demonstrated expertise providing quality customer service skills in a short timeframe.
5. **Facility Security Officer (FSO)–** The FSO should possess a Bachelor's Degree or higher (Master's preferred). The FSO should have a minimum of three (3) years of project management experience. Demonstrated prior experience (minimum (2) years) managing Facility Clearances under federal awards and working with the Defense Counterintelligence and Security Agency (formerly the Defense Security Service (DSS)) is required.

B. Management Plan: Offerors shall outline a management approach that clearly outlines how the Prime Contractor (and any relevant subcontractors) will work together to accomplish the Tasks outlined in Section C.

1. The management approach should clearly define the roles and responsibilities of each key member of the management team, how team members will coordinate and liaise with USAID throughout contract implementation and also how the PDEX management team will provide support to PDEX Contractor Employees in all three employment categories.
2. If any subcontractors are proposed, the management approach should discuss the Prime's subcontractor management plan and how every effort will be made to ensure there is equity in services, supports, and benefits provided across the various organizations who will serve as direct employers of PDEX Contractor Employees. If the Offeror does intend to

partner with any other organization(s) to implement this contract, the Offeror must also explain the division of labor between the parties.

- III. Institutional Capacity:** The Offeror shall provide an Institutional Capability Statement, which will demonstrate the Offeror's management experience and expertise in activities of a similar nature, size, scope, and complexity. The narrative should focus on a description of:
- A. The core competencies, abilities, relevant experience and strengths that each the Prime Offeror and any proposed subcontractors bring to PDEX;
 - B. The Offerors' experience in effectively transitioning Contractor Employees to a new employer, including the transfer of security clearances (those granted and under investigation), salary and benefits administration, and timely communication to key stakeholders.
 - C. The Offeror, and any relevant subcontractors', existing operational system's ability to efficiently provide quarterly financial reporting, logistics, administration and payroll management support as outlined in Section C of this solicitation.
 - D. The Offeror's institutional experience and current plan to provide short-term contractor support and episodic consultancy support as required by Section C of the PDEX statement of work (employment Categories 2 & 3).

IV. Past Performance: The Offeror must provide past performance references for itself and each major subcontractor. Major subcontractors are defined as those performing at least 20% of the work (LOE). Past performance references must be submitted using the Contractor Performance Report – Short Form (Attachment J.1) in accordance with the following:

- A. List in an Annex to the technical proposal at least **three** of the most recent and relevant past performance on contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity. To ensure uniformity of information for conducting the reference checks, the subcontractor must provide at a minimum **three (3)** Contractor's Performance Report-Short Forms by completing Part 1 (Blocks 1 through 9) for the most recent contracts and/or subcontracts and a maximum of five (5) references for the Offeror and each major subcontractor.
- B. For all contracts listed above that are not in the Contractor Performance and Assessment Reporting System (CPARS), provide a document (not to exceed 2 pages) that includes a **list of relevant similar projects that include contact names, job titles, phone numbers, e-mail addresses**, explanation of relevance to the proposed acquisition and a detailed description of the performance to include:

- i.Name of Project and Funding Organization
- ii.Scope of work or complexity/diversity of tasks,
- iii.Primary location(s) of work,
- iv.Term of performance,
- v.Skills and expertise required,
- vi.Dollar value, and
- vii.Contract type, i.e., fixed-price, cost reimbursement, etc.

Note: USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

- C. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- D. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

L.8.4: Technical Annexes (will be evaluated, but do not count against Technical Narrative page limit)

- A. **Outline for New PDEX Transition Plan** (2 pages maximum. Chart format is acceptable) - The Offeror must use this document to propose a detailed timeline and roles and responsibilities required to support the effective transition to the PDEX Contract and the effective onboarding of PDEX Contractor Employees (estimated start date = 60 days after Contract Award date).
- B. **Resumes/CVs** - The Offeror must provide a resume/CV for each proposed Key Personnel member that details their appropriate qualifications and experience to fulfill the roles designated in this solicitation. Each CV/Resume is limited to 5 pages, single-spaced, and shall use no smaller than 11-point font.
- C. **Past Performance** - Per instructions in **L.5.3, IV**, the Offeror must provide past performance references for itself and each major subcontractor. Major subcontractors are defined as those performing at least 20% of the work (LOE). Past performance references must be submitted using the Contractor Performance Report – Short Form (Attachment J.1)

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

Offerors must submit a cost/business proposal that will be analyzed as part of the overall evaluation as indicated in Section M. While there is no page limitation for the cost/business proposal, the Offeror is encouraged to be as concise as possible while providing necessary detail to address the solicitation requirements. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal.

The Offeror must ensure that the cost/business proposal is consistent with its technical proposal in all respects. This is particularly important as USAID may make an award without formal discussions, although it reserves the right to enter into discussions.

1. Proposed Cost

The Government anticipates awarding a Cost-Plus-Fixed-Fee (CPFF) hybrid task order. Subject to funding availability, USAID intends to award a CPFF hybrid contract with a total estimated cost of up to \$95 million in potential funding over a 5-year period.

USAID envisions that the work that is performed domestically will take place within the contractor's and USAID's facilities. Domestic work will primarily involve providing support to USAID through the recruitment, supply, and retention of institutional support contractors to achieve the overall goals of the ITR Hub and its objectives. Offerors should budget for staff detailed in Category 1 (using the Attachment I - Position Description, see values for estimated incumbent, new Year 1, and new Out Year staff provided) estimated numbers as a basis when developing their original budget proposals.

NOTE: Staffing needs for Category 2 and Category 3 are not known at this time so rather than propose actual costs for these staff, Offerors shall provide proposed Labor Rates for staff in Categories 2 and 3, assuming the same general position descriptions as those outlined for Category 1 staff. Using an average, Offerors should use the maximum number of staff envisioned under Category 2 (50 overall years, 10 per year, fungible) and Category 3 (100 overall years, 20 per year, fungible) to complete their budget estimates.

NOTE: In addition, in the Cost/Budget Templates provided (see Attachment II - Cost Proposal Template), additional set figures (either amounts or quantities) are provided to guide the Offeror to complete this component of their Proposal.

Finally, Offerors must budget for any overall project costs (including Key Personnel, for example) as described by the Technical Proposal. Offerors should also budget for travel, training, supplies, equipment, and other direct costs as needed by the Technical Proposal.

Each Offeror must provide (i) an overall Summary Budget (see Attachment II - Cost Proposal Template, Cost Proposal Summary tab); (ii) a Detailed Budget, broken out by Categories and major cost elements (see additional tabs in Attachment II Cost Proposal Template); (iii) a description and complete breakdown of all costs associated with an illustrative position description (chosen from the Attachment I - Position Descriptions), (iv) a crosswalk of the position descriptions (titles, descriptions, and education/experience levels) and government-scale equivalent levels in Attachment I - Position Descriptions to the Offeror's working descriptions (titles, descriptions, and education/experience levels) and other details, and associated costs and any additional position descriptions (titles, descriptions, and education/experience levels) proposed by the Offeror for Categories 2 and 3; and (v) a Budget Narrative that provides sufficient detail to allow a complete analysis of each line item cost, including basis of cost determinations and any explanations needed to explain cross-walks. The Summary, Detailed Budget, Illustrative Position Description Breakdown Costs, Crosswalk of Position Descriptions

to Offeror's Descriptions shall be provided in MS Excel spreadsheet with unlocked cells and formulas, and the Budget Narrative shall be provided in MS Word or PDF. Templates for the summary budget and detailed budgets (items i and ii) are provided in Attachment II - Cost Proposal Template and for the illustrative position cost breakdown and the crosswalk of position details (items iii and iv) are provided in Attachment I - Position Descriptions.

The templates may be edited to make any necessary changes to the structure, columns/rows, calculations/equations, or descriptions as needed to best convey and accurately describe the technical approach envisioned. However, the overall structure and approach should be maintained as much as possible to aid in the review and evaluation of the Cost Proposal.

Any Offeror that utilizes subcontracts totaling more than 20% of the Offeror's total proposed cost must provide a similar detailed budget and budget narrative for the specific activities to be performed by such subcontractors. Subcontractor budgets and narratives are only required for those activities in which a subcontractor will contribute.

It is the Offeror's responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable, allowable, and realistic. Please also note that USAID expects the Offeror to propose appropriate cost-controls, cost-savings, and discounts to ensure best-value for the government. Any excessive or unallowable inputs proposed in the cost proposal will not be accepted. Please read the instructions for all five Cost Proposal sections carefully, they are interrelated. Please see Attachment II - Cost Proposal Template for the provided templates for the Summary Budget and Detailed Budget calculations.

Please see below for additional information and instructions for completing the five Cost Proposal required sections.

(i) Summary Budget

Using the government furnished template provided in Attachment II - Cost Proposal Template, and the "Cost Proposal Summary" tab, the Offeror must provide an overview of the costs associated with the Technical Proposal. The Offeror should provide information according to the three technical activity categories (Category 1: Full-Time PDEX Contractors; Category 2: Short-Term PDEX Contractors; and Category 3: Episodic Consultancy Support) along with other overall programmatic costs (including Key Personnel and others), Other Direct Costs, and any Fee, proposed subcontracts, or other costs not captured in the other categories listed. The Offeror should utilize the provided figures in the template for amounts, quantities, and estimates as applicable and possible. The Offeror should utilize the template provided, as applicable to their submitted Technical Proposal, and may make any necessary changes to the structure, calculations/equations, or descriptions as needed to best convey and accurately describe the technical approach envisioned.

Where possible the “Cost Proposal Summary” tab should input information from the “Detailed Budget” tabs - which include but are not limited to the tabs concerning “Category 1”, “Category 2”, and “Category 3” costs. Further, all assumptions used to determine numbers for the calculations should be stated on the Summary Budget tab, the Detailed Budget tabs (item ii below), and/or in the Budget Narrative (item v below). Please take note that items that should be used as fixed figures are provided by the government and are included in the template provided (for example, \$1,500 per employee per year is the fixed figure for the Category 1 PDEX Training allocation).

Additional assumptions and figures provided by the government for cost estimates include:

Category 1: Other Direct Costs	Description	Unit Cost
<i>PDEX Contractor Employees Travel Allotments per person per year</i>	Cost reimbursement basis, Contractor Travel Allotments per year	\$8,000.00
<i>PDEX Contractor Employees Training Allotments per person per year</i>	Cost reimbursement basis	\$1,500.00
<i>PDEX Contractor Employees Miscellaneous and Ancillary Costs</i>	Total cost allowance per year, cost reimbursement basis	\$100,000.00
<i>Supplies, Equipment, and other ODCs per year</i>	Total cost allowance per year, cost reimbursement basis	\$100,000.00
<i>PDEX Contractor Awards per person per year</i>	Cost reimbursement basis	\$2,000.00
<i>PDEX In-Country Costs</i>	Cost reimbursement basis, additional costs associated with overseas based PDEX Contractor Staff, estimate 1 per year	\$150,000.00

Category 2: Other Direct Costs	Description	Quantity	Unit Cost
<i>Short-term PDEX Contractor Employees Travel Allotments</i>	50 Short-term PDEX Contractor Employee Total Across All Years, estimated at 10 per year (fungible across years), cost reimbursement basis	10 per year	\$5,000.00

<i>Short-term PDEX Contractor Employees Miscellaneous and Ancillary Costs</i>	50 Short-term PDEX Contractor Employee Total Across All Years, estimated at 10 per year (fungible across years), cost reimbursement basis	10 per year	\$10,000.00
<i>Short-term PDEX Contractor Employees Supplies and Equipment</i>	50 Short-term PDEX Contractor Employee Total Across All Years, estimated at 10 per year (fungible across years), cost reimbursement basis	10 per year	\$5,000.00
<i>Short-term PDEX In-Country Costs</i>	Cost reimbursement basis, additional costs associated with overseas based PDEX Contractor Staff, cost reimbursement basis	1 per year	\$150,000.00

The Offeror should use the government provided estimate for “buy-in support” of \$6 million per year. These values are estimates and, similar to other forecasted needs listed in this Request for Proposals, are not guaranteed to be utilized. The total amount is expected to be fungible across year and staff category needs and may be adjusted prior to Contract finalization.

As the overall utilization of this contract (in both New - Year 1 staff, New - Out Year staff, and buy-in based staff for all Categories and associated other direct costs) is notional and not guaranteed, offerors should propose fee and G&A based on a percentage of applicable costs. Further, the equations used to calculate fee and G&A costs should be detailed (describing on what basis (i.e., sum of which components) are included in the calculation for these costs. Fee and G&A costs will be adjusted using the agreed-on rates for the actual costs incurred under this contract.

(ii) Detailed Budget

Using the government furnished template provided in Attachment II - Cost Proposal Template, specifically the Category 1 tabs, Category 2 tab, and Category 3 tab, the Offeror must provide detailed information concerning the costs associated with the Technical Proposal and in line with the government specifications included in the Request for Proposals and specifically the Attachment I - Position Description. The Offeror should utilize the templates provided, as applicable to their submitted Technical Proposal, and may make any necessary changes to the structure, calculations/equations, or descriptions as needed to best convey and accurately describe the technical approach envisioned. The Offeror may use the unlabeled columns in the Detailed Budget tabs to provide additional information. The Offeror should state all assumptions used.

For the Category 1 tabs, the Offeror should use the position titles (cross walked to their proposed position titles) for the incumbent, newly proposed Year 1, and newly proposed Out Year (Years 2-5) staff. Staffing needs for Category 2 and Category 3 are not known at this time so rather than propose actual costs for these staff, Offerors shall provide proposed Labor Rates for staff in

Categories 2 and 3, assuming the same general position descriptions as those outlined for Category 1 staff. Using an average or other overall estimate, Offerors should use the maximum number of staff envisioned under Category 2 (50 overall years, 10 per year, fungible) and an estimate of 6 months level of effort and Category 3 (100 overall years, 20 per year, fungible) and an estimate of 20 hours level of effort to complete their budget estimates.

In addition, the Offeror should create a new tab, based on the provided illustrative tabs, for each subcontract proposed. This information should also be summarized in the “Profit, Fee, G&A, and/or Subcontract” section of the “Cost Proposal Summary” tab.

(iii) Illustrative Position Cost Breakdown

Using the information provided in Attachment I - Position Description (Position Descriptions tab) for the **Program Analyst at the GS-12** equivalency position (see row 18), the Offeror must detail a position cost breakdown to demonstrate where each of the costs associated with the position arise based on their unique approach and proposed costs. For example, the illustrative breakdown should include costs such as: actual salary estimated to be provided to an employee in the Program Analyst position, fringe costs provided to an employee in that position (for example insurance and other benefits), any other direct costs not included in other cost categories in the Overall or Detailed budgets, other Offeror’s costs included as a per-person/employee costs, and the Offeror’s fee or profit included (if any and not captured elsewhere in the budget. A template is provided in Attachment I - Position Description, iii - Illustrative Position Cost Breakdown tab.

The costs for this illustrative Program Analyst position should be detailed in both a narrative/notes and through any mathematical equations used to calculate those costs - these can be provided within the spreadsheet (formatted in such a way to make it readable or as a sub-section in the Budget Narrative). In addition, all assumptions should be listed to help the government understand how such costs were calculated. For any of the other positions envisioned (listed in Part IV) that would have significantly different assumptions or calculations, please provide additional details.

(iv) Crosswalk of Position Descriptions to Offeror Position Descriptions

Using the government furnished Attachment I - Position Descriptions spreadsheet (tab labeled “iv - Position Descriptions and Crosswalk”), the Offeror must propose a crosswalk of the position titles, descriptions, and government-scale equivalencies to their own position titles, descriptions, education/experience levels, and salary (either value or range), and total costs charged to government. The Offeror should complete columns J - O as provided in this template tab, as applicable.

Further, any additional position descriptions (titles, descriptions, and education/experience levels) proposed by the Offeror for staff to serve in Categories 2 and 3 work, should be added to

the Offeror's position descriptions crosswalk, added at the end of the list provided in Attachment I - Position Descriptions, iv - Position Description and Crosswalk tab.

Both tabs of the template provided in "Attachment I - Position Descriptions" must be completed and returned with the other components of the Offeror's Cost Proposal.

(v) Budget Narrative and Additional Information.

The budget narrative and supporting information must include the estimated cost elements at a detailed level, plus a description of the basis of estimated costs. The supporting cost information must be provided in sufficient detail to analyze cost realism, allowability, and reasonableness of the proposal.

A description of what types of costs are included in each summary budget element should be included. The rationale for the proposed fee or other rates applied, if applicable, should be described. Subcontracts must be broken out in similar cost detail.

The budget narrative should thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may be made by the Offeror over and above the ones stated in this solicitation that had a material effect on the resulting proposed cost.

Offeror must clearly explain the basis of costs, i.e., why and how it determined certain figures for items or services, to establish the reasonableness of costs. The Offeror must provide a clear and thorough explanation for each budgeted line-item amount and/or unit quantity.

Offeror should explain its assumptions in determining why the proposed unit/quantity aligns with its technical approach in order to address why these costs are considered realistic, as needed.

The following provides additional information that should be contained within the budget narrative for each cost category:

- a. The Offeror must submit a summary budget for the five (5) years of performance. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then offer the proposed total cost for the entire contract, item for item.
- b. The Offeror must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the "Cost Proposal Summary" tab in the Attachment II - PDEX Cost Proposal Template spreadsheet.

- c. The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative shall describe the nature of the estimate (historical experience with the cost item, catalog price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.
- d. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified. Any assumptions should be clearly stated. Offerors should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

The cost proposal must show in full detail every estimated cost item proposed for the project, including salaries proposed for each individual named in the proposal, estimated salaries for unnamed positions, travel and transportation, other direct costs, subcontracts (each proposed subcontractor must have a separate detail tab showing all costs), indirect costs, any relevant fee, and all other costs associated with the proposed implementation of the contract. The standardized labor categories in Section J.1 of the prime contractor's OASIS contract do not apply. The detailed budget must be submitted for the prime and all subcontractor(s), if any.

To assist with the creation of the Cost Proposal, the following information may be helpful:

Fringe benefits. FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefit types must be provided for both international and local staff.

Allowances. AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances should be broken down by specific type and by person and should be in accordance with Offeror's policies and the applicable regulations.

Consultants. FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. Costs of consultants must be broken down by person years, months, days or hours. The Offeror must propose a blended daily consultant rate for each type of consultant and experience level. The blended rate must be proposed for each year of the period of performance. The Offeror must provide a description of the methodology used to determine the blended rate for each consultant.

Travel, transportation, and per diem. FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. Costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other

related travel costs. Specify the origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling. In addition, Offeror must provide a consolidated travel chart (including subcontractor travel). Per diem must be based on the Federal Standardized Travel Regulations for cost Estimates.

Equipment and supplies. FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing USG property to Contractors, Contractors' use and management of USG property, and reporting, redistributing, and disposing of Contractor inventory. Costs must be broken down by types and units and include an analysis that it is more advantageous to purchase than lease.

Subcontracts. FAR 44.101 provides for any Contract entered into by a subcontractor to furnish supplies or services for performance of a prime Contract or a subcontract. The cost and pricing proposal must describe all potential subcontracting arrangements. Information sufficient to determine the reasonableness of the cost of each specific subcontract expected to be hired must be included. Similar information must be provided for all consultants provided under the category for personnel. Cost element breakdowns should include the same budget items as the prime as applicable.

Other direct costs. FAR 31.202 provides for the allowability of direct costs. Costs will be broken down by types and units. Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs. This can also include report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs. The narrative must include a breakdown and support for all other direct costs.

Indirect costs (e.g., overhead, G&A, material & handling). FAR 31.203 and FAR 42.700 provide instructions for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases are provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases and pools as a method of determining the rates and description of costs.

The Offeror must provide its proposed fee supported by application of profit-analysis factors. The Offeror must provide additional supporting budget documentation (as necessary), including profit/fee policy, etc. to substantiate all proposed costs.

4. Statement of Certification in accordance with FAR provision 52.204-26, Covered Telecommunications Equipment or Services--Representation or Representation in

accordance with FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment OCT 2020.

As part of the cost proposal, Offerors shall submit Statement of Certification in accordance with FAR 52.204-24 and 52.204-26.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

The Government intends to evaluate award proposals in accordance with Section M of this solicitation and award to the responsible contractor(s) whose award proposal(s) represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, price, and other factors.

- a. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Offerors are advised to submit their best technical and cost proposals in the initial offer.
- b. Technical information will be evaluated via the submitted Technical Proposal narrative, inclusive of all required annexes. The technical information will be evaluated by a Technical Evaluation Committee (TEC) using the technical criteria shown below.
- c. The Government's goal is to make an award to the Offeror whose proposal represents the best value to the government, technical and cost factors considered. Technical evaluation factors are considered more important than cost/price factors. Between proposals of equally high quality, costs will be a more important consideration in the selection of a successful Offeror. Nevertheless, the Government reserves the right to make an award to other than the lowest

priced Offeror or to the Offeror with the highest technical score if the Contracting Officer determines that to do so would be in the best interest of the Government.

- d. Once a proposal is deemed technically unacceptable, no further technical or cost evaluation will be conducted.

M.2 TECHNICAL EVALUATION CRITERIA

Technical proposals will be evaluated in accordance with the following criteria. The following weighting will be utilized:

Factor 1- Quality of the Technical Approach: 50%

- The three subfactors under Factor 1 will be given equal weight to each other.

Factor 2- Staffing and Management: 20%

- The two subfactors under Factor 2 will be given equal weight to each other.

Factor 3- Institutional Capacity: 20%

Factor 4- Past Performance: 10%

I.Factor 1 - Quality of the Technical Approach: The Offeror will be evaluated on the extent to which their proposed technical approach demonstrates a strong understanding of Section C of the solicitation and proposes a feasible, effective, and efficient process for accomplishing the activities outlined in Tasks 1 -5.

- **Subfactor 1.A: Establish and Maintain PDEX and Support Transition Activities (Tasks 1 & 2).** Offerors will be evaluated on the extent to which they propose clear and feasible approach(es) for:
 - Establishing and maintaining the PDEX Contract (Task 1)
 - Developing and deploying effective transition plans (Task 2)
 - In particular, the extent to which the Offeror's New PDEX Transition Plan Outline (including as highlighted in Annex 1) reflects a clear understanding of the milestones and steps that will need to be accomplished to effectively and thoughtfully transition incumbent contractors onto the PDEX contract; and
 - the extent to which the Offeror's Transition Plan will likely result in a smooth transition for all incoming institutional support contractors and will ensure transition is completed in a timely and efficient manner.
- **Subfactor 1.B: Processes and Standard Operating Procedures (Task 3 & 4):** Offerors will be evaluated on the extent to which they propose effective recruitment, retention, replacement and/or removal processes for PDEX (Task 3) as well as effective processes to manage, supervise, pay, and support PDEX Contractor Employees (Task 4).

- Evaluation of this element will include an assessment of the extent to which the Offeror’s planned approach to promote diversity, gender equity, inclusion, and empowerment is evident throughout planned recruitment and retention processes.
 - Offerors will also be evaluated on the clarity, realism, completeness, and likely effectiveness of the proposed Standard Operating Procedures (SOPs) outlined in the Proposal; and
 - the extent to which the Offeror’s proposed salary and benefits package (to include health, commuting, parental leave, retirement, work-life flexibilities, etc.) is perceived to be competitive and attractive to potential employees.
- **Subfactor 1.C: Training and Performance Management (Task 5):** Offerors will be evaluated on the extent to which their proposed process(es) for supporting PDEX Contractor Employee training and professional development, performance management, evaluations, promotions, and awards (Task 5) are robust and will likely result in high employee satisfaction and customer service for USAID.
 - This will include an evaluation of the extent to which the proposed training and performance management approach encourages professional growth, opportunity for regular performance awards and honors, and equitable training opportunities for PDEX Contractor Employees; and
 - the extent to which the Offeror’s proposed approach for “merit promotions” is comprehensive, inclusive, and competitive.

II. Factor 2- Staffing and Management: As described in Section L, the Offeror shall outline a Staffing and Management approach which demonstrates a strong cadre of key personnel to support Contract efforts and a viable management approach that is likely to lead to a highly successful implementation approach. Evaluation factors shall include:

- **Subfactor 2.A- Key Personnel:** The Offeror will be evaluated on the extent to which the proposed Key Personnel (PDEX Contract Manager (CM)/PDEX Contractor Employee Supervisor, Financial Manager, Recruitment Manager, Travel and Training Coordinator, and Facility Security Officer (FSO)) meet or exceed the qualifications outlined in Section C of this SOW.
- **Subfactor 2.B- Management Plan:** The Offeror shall be evaluated on the extent to which the proposed management approach provides a clear description of the relevant roles and responsibilities of each key member of the management team, a solid understanding of how team members will coordinate and liaise with USAID throughout contract implementation and also a clear picture of how the PDEX management team will provide support to PDEX Contractor Employees in all three employment categories.
 - If applicable: If any subcontractors are proposed, the management approach will also be evaluated on the extent to which the Prime’s

subcontractor management plan will ensure equity in services, supports, and benefits provided across the various organizations who will serve as direct employers of PDEX Contractor Employees. The Offeror will also be evaluated on the extent to which division of labor between the parties (Prime + subcontractors/partners) is clearly defined and realistic as presented in the Technical Proposal.

III. Factor 3- Institutional Capacity: The Offeror shall be evaluated on the likelihood of the core competencies, abilities, relevant experience and strengths of the proposed Prime Offeror plus any proposed subcontractors leading to successful performance of the PDEX contract, if awarded. Evaluation under this factor shall include an assessment of the extent to which the Offeror demonstrates:

- experience and/or expertise in managing activities of a similar nature, size, scope and/or complexity, including: their experience effectively transitioning Contractor Employees to a new employer; experience effectively transitioning security clearances (those granted and under investigation); salary and benefits administration, and timely communication to key stakeholders;
- solid existing operational systems that would support the Offeror's ability to efficiently provide quarterly financial reporting, logistics, administration and payroll management support as outlined in Section C of this solicitation; and,
- the Offeror's institutional experience and current plan to provide short-term contractor support and episodic consultancy support as required by Section C of the PDEX statement of work (employment Categories 2 & 3).

IV. Factor 4- Past Performance - The extent to which the Offeror's past performance indicates the likelihood of success in carrying out the services described in this solicitation.

In addition to the information provided by the Offeror in their Technical Proposal, the Government intends to use its Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS) as a primary source for evaluating past performance of contractors and/or subcontractors. USAID reserves the right to obtain and assess past performance information from other than the sources identified by the Offeror/subcontractor. USAID shall determine the relevance of similar past performance information.

M.3 COST PROPOSAL EVALUATION

For all proposals that are considered technically acceptable, Cost/Price Evaluation will be performed on the costs/price proposed in the cost proposal. The proposed cost/price will be evaluated for realism and reasonableness. If based on the technical review USAID has low confidence in an offer or if the offer is found to be unacceptable, USAID will not conduct any further cost evaluation.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance. Cost realism evaluation may be performed as part of the evaluation process:

- A. To assess and verify the Offeror's understandings of the requirements;
- B. To assess the degree to which the cost/price proposal accurately reflects the Offerors understanding of the SOW, as well as the risk that the Offeror will provide the services for the offered prices/cost; and
- C. To assess the degree to which the cost included in the cost/price proposal accurately represents the Offeror's unique technical approach to implement the SOW.

In evaluating the Offeror's Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the Offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the Offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

Source Selection

- a. The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, an award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors in this solicitation.
- b. This procurement utilizes the tradeoff process. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

Determination of the Competitive Range and Contract Award

- a. **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In

certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

b. Award: In accordance with FAR 52.215-1 (f), the Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

[END OF SECTION M]

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