



REQUEST FOR PROPOSAL

Getting Data Back to the Community (GDBC)

RFP No. 2017-ERC-003

RFP Release Date:	25 September 2017
Question/ Inquiry Submission Deadline:	2 October 2017 5:00PM ET*
Proposal Submission Deadline:	23 October 2017, 12:00PM ET
Performance Period (Estimated):	1 November 2017 - 2 March 2018
Anticipated Type of Award:	Firm Fixed Price
Clodburst Client:	USAID
Clodburst Project Name:	Evaluation, Research and Communication (ERC)
Prime Contract / Task Order #:	AID-OAA-TO-13-00019
Place of Performance:	Subcontractor's Place of Business
Geographic Source Code:	937**

* Questions and Answers will be included on our company website's home page, www.clodburstgroup.com.

** includes the United States and developing countries other than advanced developing countries, but excluding any country that is a prohibited source

This Request for Proposal (RFP) is the exclusive, confidential, proprietary property of Clodburst Consulting Group, Inc. (Clodburst). It may not be copied, transmitted, or disclosed by any means without the express written consent of Clodburst. By accepting a copy hereof, recipient agrees to 1) be bound by the terms and conditions contained herein (including but not limited to the confidentiality provisions), 2) use the RFP (and any related documents) solely for evaluation purposes and for responding to this RFP and 3) return or destroy the RFP (and any related documents) upon Clodburst's request or upon your decision not to respond to this RFP.

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SUBCONTRACTOR INFORMATION

<i>SUBCONTRACTOR INFORMATION</i>		
Small Business Classification (http://www.sba.gov/size/) Check ALL that apply.	<input type="checkbox"/> Small Business Concern (SB) <input type="checkbox"/> Small Disadvantaged Business or Minority-owned Business (SB + SDB)* <input type="checkbox"/> Woman-Owned Small Business (SB+WOSB)* <input type="checkbox"/> Veteran-Owned Small Business (SB+VOSB)*	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business (SB+SDVOSB)* <input type="checkbox"/> HUBZone (Historically Underutilized Business Zone) located firms (SB+HUBZone)** <input type="checkbox"/> Alaska Native Corporation and Indian Tribes (SB+ANC/IT)*
Federal Laws and Regulations provide penalties for vendor misrepresentation of size and status information. The applicable provisions can be found in 48 C.F.R. 52.219-1 and 15 U.S.C. 645(d). * 51% or more owned and daily-managed by the respective Minority-, Woman-, Veteran-individual(s) in accordance with Federal Acquisition Regulation 52.219-8 ** Valid certification required; HUBZone firms must be listed on http://web.sba.gov *** Historically Black Colleges and University (HBCU) or Minority Institutions (MI)		
If not a Small Business, check one.	<input type="checkbox"/> Large Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Foreign/Other <input type="checkbox"/> HBCU/MI***	
Legal Status	<input type="checkbox"/> C-CORP <input type="checkbox"/> S-CORP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other - Explain:	
<i>REFERENCES/PAST PERFORMANCE</i>		
Have you subcontracted to Cloudburst before?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please provide the Cloudburst Subcontract Number(s)):	
Have you performed Federal work before?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please circle one of the following: The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) registered in www.sam.gov . (Please note this is a requirement. If not yet registered, please describe current registration status: _____). The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency. The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) compliant with FAR 52.222-21, Prohibition of Segregated Facilities.		
<i>Evidence of Responsibility</i>		
In accordance with the evidence of responsibility criteria of FAR 9.104-1 General Standards, Offeror represents that: (i) Offeror has adequate financial resources to perform the contract, or the ability to obtain them in accordance with FAR 9.104-3(a);		

- (ii) Offeror is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (iii) Offeror has a satisfactory performance record in accordance with FAR 9.104-3(b) and Subpart 42.15;
- (iv) Offeror has a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws;
- (v) Offeror has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) in accordance with FAR 9.104-3(a);
- (vi) Offeror has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (vii) Offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Anti-Terrorism Certification

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The undersigned declares that the information contained in this questionnaire is current, accurate and complete and that s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from Cloudburst.

Proposal Authorized By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorized for and on behalf of:

Company: _____

Address: _____

DUNS No.* _____ Business Registration No. _____

*A DUNS Number is required to submit a proposal. To obtain a DUNS Number, go to <https://fedgov.dnb.com/webform>.

I. INTRODUCTION

a. Company Background

Cloudburst Consulting Group, Inc. (Cloudburst) is a Maryland-based consulting firm founded in 2005 with a mission to improve the effectiveness of programs that serve underserved socially and economically disadvantaged persons in the U.S. and abroad. For more information, please go to www.cloudburstgroup.com.

b. Program Background

Cloudburst's Evaluation, Research and Communication Task Order (ERC) from USAID provides a five-year opportunity to create, expand and communicate lessons learned and state-of-the-art evidence for making land tenure and property rights (LTPR) a cross-cutting theme across USAID programs and those of USAID partners and other practitioners. The purpose of ERC is to create, expand, and communicate the results of evidence-based knowledge around best land tenure and property rights practices in order to enhance internal USAID and external USG learning, guide program design and implementation, and make the most effective use of limited development resources to accomplish key USG development objectives.

ERC includes five task areas:

1. Impact evaluation, including conducting evaluation of LTPR activities and components and supporting enhanced impact evaluation capacity of USAID staff.
2. Research, focusing on providing rigorous evidence for LTPR theory of change and testing development hypotheses as well as innovative approaches.
3. Communications of LTPR-related messages, information and knowledge to raise awareness and advance cost-effective LTPR programming in USAID and other implementing organizations.
4. Training of USAID staff and partners in LTPR principles and programming approaches.
5. Conducting pilot activities of promising innovative approaches in LTPR.

Cloudburst is implementing short-term activities to create, expand and communicate the results of evidence-based knowledge around best land tenure and property rights practices in order to enhance internal USAID and external USG learning, guide program design and implementation, and make the most effective use of limited development resources to accomplish key development objectives.

II. PROPOSAL PURPOSE

The purpose of this RFP is to subcontract with a local Liberian organization to return the results of the performance evaluation and assessment of the Community Land Protection Program (CLPP) in Liberia back to the communities where data was collected. This Getting Data Back to the Community (GDBC) activity will include the

delivery of an interactive presentation to participating towns in three rural counties in Liberia (Lofa, River Gee, and Maryland counties).

III. CONTRACT MECHANISM & TERMS OF PAYMENT

Cloudburst anticipates issuing a Firm Fixed Price Subcontract to an Offeror, though another type may be used at Cloudburst's discretion. Cloudburst will issue fixed payment(s) based on submission and Cloudburst acceptance of deliverables. Once a subcontract is issued, it will include a fixed price payment schedule with deliverables specified. A copy of the subcontract terms and conditions are attached to this RFP for informational purposes.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

a. Instructions for Proposal Preparation

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Offerors are required to submit the technical proposal in a separate file from the cost proposal. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following:

1. Capability and Technical Experience Statement

On company letterhead, demonstrate capabilities and technical experience by providing the following:

- a. Organization overview
- b. Capabilities statement
- c. Project approach
- d. Partner/subcontractor (if applicable)
- e. Website
- f. Monitoring & evaluation plan
- g. Legal status verification

2. Project Staffing

Identify the project staffing and the percentage of the time each will spend on this activity. Include a resume for each individual considered essential for a successful implementation of this contract.

3. Firm's Relevant Experience

Offerors will demonstrate substantive, relevant experience in the following:

Qualitative research methodologies, experience with successfully undertaking fieldwork in rural areas, conducting focus group

discussions or other highly participatory meetings in communities, and adhering to high quality reporting standards in field activities (tracking documents, activity reports, etc.).

4. Cost Proposal

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope labeled "Budget Proposal." The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in U.S. Dollars. Cloudburst reserves the right to request any additional information to support detailed cost and price. **Please note that the maximum available budget is USD \$50,000.**

5. References

Please include three client references and contact information. At least one reference should be a U.S.-based firm. References should have worked with your organization within the past two years and be specific to countries or regions (and if possible, subject matter) applicable to this RFP.

b. Instructions for Submission of Proposal

1. The technical and price proposals shall be submitted separately. Each volume shall be clearly identified with the RFP number and the Offeror's name. All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors must submit the proposals to:

Cloudburst Consulting Group, Inc.
Attention: Denise Lomuntad, Sr. Contracts Manager
Email: denise.lomuntad@cloudburstgroup.com

Faxed offers are not acceptable.

2. All inquiries and requests for information regarding this RFP must be submitted by e-mail to the following individual(s) no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

Cloudburst Consulting Group, Inc.
Attention: Denise Lomuntad, Sr. Contracts Manager
Email: denise.lomuntad@cloudburstgroup.com

Questions and Answers will be included on our company website's home page, www.cloudburstgroup.com.

3. Offerors shall provide proposals and related documentation in English.
4. The RFP Statement of Work (Attachment A) is attached for each Offeror's review. Offerors' responses must meet the requirements included in this section and thoughtfully demonstrate their unique ability to provide such services.

V. CRITERIA FOR EVALUATION

While Cloudburst will evaluate proposals based on a best value determination, Offerors should submit their most competitive price proposal. Only proposals conforming to the solicitation requirements will be considered. Proposals will be evaluated using the following criteria:

<p>Firm's Capacity, Technical Expertise, and Management (maximum of 60 points)</p>	<p>Breakdowns within this category include:</p> <p>Technical approach (maximum of 30 points)</p> <ul style="list-style-type: none"> - technical quality of the proposal; - proposed mobilization / communication strategy to maximize community participation; - field plans and management. <p>Firm capacity, expertise, and management (maximum of 20 points)</p> <ul style="list-style-type: none"> - strong, demonstrated capacity in leading qualitative activities in rural areas; - approach to managing all aspects of the field activities including training, field planning, reporting, and validation; - network of experienced qualitative researchers and translators; - key personnel proposed; - team structure and management; - management support and training for staff to address any issues that may arise; - quality control and risk management protocols; - staff with strong interpersonal skills and a team oriented spirit. <p>Firm local and national capacity (maximum of 5 points)</p> <ul style="list-style-type: none"> - Experience working in the proximity of the project area - Knowledgeable of local and national business practices and ability to operate effectively in accordance with local and national norms for doing business. <p>Proposal presentation (maximum of 5 points)</p> <ul style="list-style-type: none"> - proposal information is presented in a clear, logical manner and is well organized.
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Firm's Relevant Experience (maximum of 20 points)	The Technical Proposal demonstrates substantive, directly relevant experience in managing high quality qualitative field-based activities of a similar scale.
Team Qualifications (maximum of 20 points)	The candidate firm has appropriate experienced staff to undertake the outlined activities in the time frame indicated and while meeting or exceeding quality standards.

The evaluation committee will evaluate the technical proposal considering the technical criteria listed above and in relation to the importance of each criterion. The evaluation committee will review the cost proposals to ensure they are complete and without computational errors in addition to assessing the reasonableness of costs to complete the assignment, whether the costs reflect a clear understanding of the requirements and the cost effectiveness of the budget. A subcontract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to Cloudburst.

VI. SOLICITATION PROCESS

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at Cloudburst as indicated in Section IV (b) (2). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

The issuance of any contract resulting from this solicitation is subject to the prior approval from Cloudburst's Client and Cloudburst's review/approval of completed pre-award questionnaire (Attachment D).

VII. TERMS AND CONDITIONS

a. Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to Cloudburst, its employees/agents or if it is in the best interest of Cloudburst.

b. Modification of RFP Requirements

Cloudburst retains the right to terminate the RFP or modify the requirements upon notification to Offerors. All notifications will be posted on our company website's home page, www.cloudburstgroup.com.

c. Withdrawals of Proposals

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

d. Right of Negotiation and Acceptance of Proposal

This RFP represents a definition of requirements and is an invitation for submission of proposals. Cloudburst reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

Cloudburst may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory and delivered no later than the submission time and date indicated on the cover sheet of this RFP. Cloudburst may reserve the right to waive any minor discrepancies in a proposal.

Cloudburst reserves the right to issue an award based on the initial evaluation of proposals without discussion. Cloudburst also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

e. Validity of Proposal

Proposals submitted shall remain open for acceptance for 90 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

f. Minimum Offeror Qualifications

Offerors submitting proposals must be officially licensed to do such business in Ethiopia and must provide documentation to verify licensure (i.e. tax id, registration certificate, etc.). In addition, Offeror may be required to provide information regarding the following:

- Demonstration of adequate management and financial resources to perform the contract;
- Satisfactory records of performance history, integrity and business ethics.

g. Intellectual Property Rights

All tangible or intangible property created or acquired under this contract shall be the exclusive property of Cloudburst and its Client. The term “property” includes all data and reports associated with this engagement.

h. Confidentiality

Information pertaining to Cloudburst, its Client and Client’s partners obtained by the Offeror as a result of participation in this RFP is confidential and shall not be disclosed at any time without prior written authorization from Cloudburst’s Contract Manager.

VIII. ATTACHMENTS

- Attachment A: Statement of Work
- Attachment B: Sample Budget Format
- Attachment C: List of CLPP midline communities
- Attachment D: Pre-Award Questionnaire
- Attachment E: Sample Subcontract

Attachment A

Statement of Work

A. INTRODUCTION

USAID awarded Cloudburst Consulting Group, Inc. the ERC (Evaluation, Research and Communication) Task Order under the STARR (Strengthening Tenure and Resource Rights) IDIQ (Indefinite Delivery, Indefinite Quantity Contract). This Task Order calls for rigorous evaluations of programming across various thematic areas to explore the effects of changes in land tenure and property rights. In addition to using evaluation results to improve local programming and policies, USAID is committed to communicating findings back to local communities.

Cloudburst will subcontract with a local Liberian organization to return the results of the performance evaluation and assessment of the Community Land Protection Program (CLPP) in Liberia back to the communities where data was collected. This Getting Data Back to the Community (GDBC) activity will include the delivery of an interactive presentation to participating towns in three rural counties in Liberia (Lofa, River Gee, and Maryland counties).

B. BACKGROUND

The Cloudburst Group has been contracted to conduct a performance evaluation of the CLPP that is jointly funded by USAID's E3/Land and Urban Office, Namati, and the International Development Research Centre (IDRC). The CLPP is implemented by the Sustainable Development Institute (SDI) of Liberia with the support of Namati in Lofa, River Gee, and Maryland counties. As a part of this evaluation, Cloudburst has already completed baseline and midline data collection and analysis and is now ready to collaborate with implementing partners from CLPP to develop relevant content for study communities and to distribute this information at the town level.

The overarching goal of this activity is for communities to have the opportunity to gain informative or helpful knowledge about themselves for their own development efforts, rather than focusing on our learning as researchers about communities. Cloudburst will develop relevant content from the evaluation findings for CLPP study communities and distribute this information at the town level where midline data was collected. Presentation materials will be developed in close consultation with intervention implementers (Namati and SDI).

This RFP is for the field data presentation portion of this endeavor, for tasks specified below in Section C.

C. ACTIVITIES

The Subcontractor will work with Cloudburst (ERC GDBC team) to develop a plan for conducting the Getting Data Back to Communities activity. The area where presentations will be given includes three counties: Lofa, River Gee, and Maryland counties. The assignment includes the following tasks:

Data presentation exercise- conduct data presentation exercises with local citizens. The exercises will include:

- Obtaining high quality written translation of the scripts to Liberian English, if possible by a certified professional translator;
- Working with the ERC GDBC team to develop a training manual, as well as field logistics and field team management plan;
- Conducting one 120- to 180-minute (2-3 hour) data presentation exercise in each of the 57 study towns in Lofa, River Gee, and Maryland counties; and
- Preparing and digitizing data presentation exercise tracking sheets. These files will be shared with Cloudburst.

The Subcontractor will complete the following activities associated with this Getting Data Back to Communities activity:

1. Activity Timeline Chart and Local Permissions

The Subcontractor will be responsible for developing the Activity Timeline Chart in collaboration with the ERC GDBC Team, outlining the timeline for all activities. *In addition, the Subcontractor will be responsible for acquiring all permissions necessary for conducting the exercises.* This may include relevant permissions from national and/or local authorities. The Subcontractor is responsible for adhering to local formalities and obtaining any required permits related to the exercise implementation, as well as survey team health and accident insurance, salary, taxes, and others as necessary. The Subcontractor should make a plan for respondent compensation packages/gifts according to local custom.

DELIVERABLES:

- 1.1) Activity Timeline Chart
- 1.2) Translated recruiting scripts into Liberian English
- 1.3) Planning and logistics Skype meeting with ERC project coordinator (1st meeting)

2. Phone/laptop Use Agreement

The Subcontractor may use field phones(s)/laptop(s) provided by the ERC GDBC Team to update and share tracking documents. The Subcontractor should include in their response a proposed strategy for completing and submitting exercise tracking sheets for each town and indicate whether electronic submission will be done via a phone, laptop, or another electronic device. Cloudburst will supply the Subcontractor with the tracking sheet to be used in paper, and if relevant, in electronic (ODK) format.

If the Subcontractor proposes to use phones(s)/laptop(s) purchased by ERC, the Subcontractor will need to develop a phone/laptop management plan that covers use of the phones(s)/laptop(s) for training, data collection, returning phones(s)/laptop(s) following the completion of the field activities and uploading of the tracking documents. Prior to taking possession of the phones(s)/laptop(s) plus any accessories (i.e. protective case, charging cable, etc.), the Subcontractor will be required to verify each phone/laptop and accessory package and sign a Laptop Use Agreement with the ERC GDBC Team from Cloudburst.

The laptop management plan should include:

- Terms for taking possession of the phones(s)/laptop(s) and accessories from Cloudburst (i.e. signing of Phone/Laptop Use Agreement)

- When the Subcontractor will take possession of the phones(s)/laptop(s) and accessories
- Number of phones(s)/laptop(s) and any necessary accessories (i.e. protective case, charging cable, etc.)
- Storage and monitoring of the phones(s)/laptop(s) when not in use
- Management and tracking of the phones(s)/laptop(s) when in use
- Responsibility and care while in possession of the Subcontractor
- Return of phones(s)/laptop(s) to Cloudburst and the ERC GDBC Team following data collection

DELIVERABLES:

2.1) Signed Phone/Laptop Use Agreement, including list of all equipment on loan to Subcontractor from ERC

2.2) Written plan for managing phones(s)/laptop(s) and accessories approved by Cloudburst and ERC GDBC Team

3. Exercise script translation and Preparation of Participant Recruitment Plan

The ERC GDBC team will provide American English versions of the exercise scripts to the Subcontractor. The Subcontractor will obtain high quality written translations of the instruments to Liberian English, if possible by a certified professional translator.

The Subcontractor, in consultation with the ERC GDBC Team, must propose a robust plan for recruiting participants for the data presentation exercises to ensure maximum community engagement with the exercise. This can include a field plan that provides for mobilizers traveling ahead to communities or other strategies for communicating when and why these exercises will be presented to the communities.

DELIVERABLES:

3.1) High-quality exercise script translation

3.2) Participant Recruitment Plan approved by the ERC PE Team

3.3) Planning and logistics Skype meeting with ERC project coordinator (2nd meeting)

4. Staff Recruitment

The personnel requirements for this project include:

- *Core team:* The Subcontractor will propose the composition of the core team (and the level of effort for each position as % of full-time positions)
- *Field team:* The exercise will be conducted by pairs of facilitators. The Subcontractor will propose the number of facilitator pairs. At least one facilitator should be designated as Lead Facilitator to guide and supervise the field activity.

Key personnel requirements for this project include:

- Project manager
- Lead facilitator
- Exercise facilitators
- Mobilizers (if using)

All Exercise Facilitators should have the educational background and prior experience necessary to effectively understand and translate quantitative evaluation data to communities in an appropriate manner. This should include strong prior experience with facilitating group activities in rural areas, such as focus group discussions. The number of facilitators and field teams must be known as early as possible to ensure the phones(s)/laptop(s) can be provided to the Subcontractor in a timely and efficient manner.

DELIVERABLE:

4.1) Roster of core survey team and field personnel with their corresponding qualifications

5. Field Work Plan

The Subcontractor will develop a Field Work Plan that outlines in detail all aspects of the field work to be conducted by the Subcontractor. The Plan will be developed with guidance from the ERC GDBC team. The Field Work Plan should include:

- Final updated Activity Timeline Chart
- Composition of field teams
 - Number of lead facilitators
 - Number of exercise facilitators
 - Qualifications, training of each facilitator
- The expected time each team will spend mobilizing exercise participants in each town
- Transportation and lodging logistics
- Protocol for confirming that the location has been correctly identified
- Protocol for completing, digitizing, and sharing the paper tracking sheets with Cloudburst after the exercise has ended

This Field Work Plan should be presented to the ERC GDBC Team for comment, and revised as necessary prior to commencing fieldwork. The Subcontractor must then implement the data presentation exercises, adhering as closely to the plan as conditions allow. If field conditions dictate significant changes to these plans, the Subcontractor's Field Managers are obliged to inform the ERC GDBC Team via the Subcontractor's management through e-mail or Skype before making any changes to the plan.

DELIVERABLE:

5.1) Written Field Work Plan approved by the ERC GDBC Team

6. Procurement of Materials and Training of Field Staff

Procurement Plan:

The Subcontractor will be using phones(s)/laptop(s) provided by Cloudburst ERC GDBC Team to update and share tracking documents. If there are any other items needing to be procured by the Subcontractor these will be identified here. This includes materials required for carrying out the exercise, including portable whiteboards, whiteboard markers, whiteboard eraser/cleaner, certificates of exercise completion for presentation to community leaders at close of exercise and other visual aids, etc. The ERC GDBC Team will work with the Subcontractor to determine the best method for sourcing these items.

Staff Training:

The Subcontractor will provide a comprehensive general training to the field managers, exercise facilitators, and mobilizers in order to create a team environment and to allow for substitution between roles should any team member take a leave of absence due to illness or other emergency. Because the training should also serve as a screening process for skilled facilitators, the Subcontractor should also recruit more facilitators for the training than will be ultimately hired for the project. The Field Manager(s) should receive supplemental training as described above.

The training should be scheduled to last a **minimum of five (5) days**. The ERC GDBC Team will help to facilitate the training. The organization and successful implementation of the training, however, is the responsibility of the Subcontractor.

The Training programs should include:

Classroom Training - Theoretical: Training should include a review of the theory of the exercise script and each data point in order to fully understand the information contained in each data point. Training should include individual and group exercises to practice facilitation techniques. This part of the training may include in-class demonstrations, where the script is projected and one facilitator reads the script in front of the classroom. The training may also use vignettes, where case scenarios based on typical types of participants are presented and facilitators practice techniques for engaging these participants based on the vignette. For example, facilitators can take turns acting out how they would respond if one participant was dominating the discussion during the exercise.

Finally, the trainees should conduct pilot exercises on the same subject that are observed by the Field Manager(s), and have the facilitators fill out the tracking documents to test consistency across the facilitators.

The ERC GDBC Team will draft and develop training materials with input from the Subcontractor. If necessary, the Subcontractor will have the training materials and field manuals translated to the local language and/or adapted for the local context.

DELIVERABLES:

- 6.1) Identify and procure any additional materials
- 6.2) Locally adapted training materials and field manuals
- 6.3) Planning and logistics Skype meetings with ERC project coordinator (3rd meeting)
- 6.4) Training with in-country ERC representatives on all exercise scripts and protocols
- 6.5) Report on training activities

7. Soft Launch

After the theoretical and classroom practices, the field team(s) will travel to the field to administer the full exercise to participants as part of a 'soft launch.' The soft launch should simulate the administration of the exercise under normal circumstances. (The ERC GDBC Team will accompany the field team(s) on the soft launch and first week of the activity to assist in trouble-shooting any issues and provide general support to the activity.) Indicators of success include:

- Field team(s) correctly recruit participants and facilitate data presentation exercise(s) in the area
- Field team members understand their roles

- Field team members understand, and correctly follow facilitation protocols
- Tracking documents are successfully populated and supervised for quality without major data entry problems

DELIVERABLES:

7.1) Summary of process of the soft launch provided to the ERC GDBC Team

7.2) Tracking documents (in properly documented format) from soft launch transferred to the ERC GDBC Team

8. Field Work Management and Supervision

To ensure field teams and facilitators are as prepared as possible and capable of carrying out the activity as efficiently as possible, the Subcontractor will develop a field team checklist to aid in implementation and supervision of the activity. The field team checklist will ensure each team and facilitator have all the materials necessary to conduct field activities and know what to do in case they encounter a problem. The checklist to be developed may include:

- Necessary field and training guides
- Contact information of field manager, project manager, other facilitators, etc.
- Permissions letter from Subcontractor and any other agencies/organizations as appropriate
- Paper copies of script
- Exercise tools (whiteboard, markers, eraser, visual aids, etc.)
- Certificates of exercise completion for presentation to community leaders at close of exercise
- Etc.

DELIVERABLE:

8.1) Field team checklist

9. Getting Data Back to the Community

A successfully completed Getting Data Back to the Community field activity includes the following:

- Completed tracking documents from all towns from the survey area
- Field Manager's report that documents:
 - Dates of arrival and completion of each town
 - Any notable difficulties or deviations from the standard field plan
 - Any other notable occurrences
- Report on real-time validity checks upon receipt of each town's data

DELIVERABLES:

9.1) Complete set of tracking documents, with the documents correctly organized and with files named according to ERC GDBC Team specifications

9.2) Field Manager's weekly written report of the Getting Data Back to the Community field activity, including the information detailed above

10. Return of Phones(s)/laptop(s)

Once the activity has been completed the Subcontractor will complete a completion inventory and transfer the phones(s)/laptop(s) and accessories back to the ERC GDBC Team. When completing the check-out, the value of any missing or damaged items (laptop or accessories) will be deducted from the final payment. The Subcontractor will complete this equipment transfer by shipping all Cloudburst equipment to the Cloudburst offices in Landover, MD, USA. The shipment must be insured, and a tracking number provided to the ERC GDBC Team.

DELIVERABLE:

10.1) Phones(s)/laptop(s) are returned and check-out completed. INCLUDING a signed document accounting for a full list of equipment used and returned, in the same condition.

D. DELIVERABLES SCHEDULE

Deliverable	Due Date	
1.1) Activity Timeline Chart	1.1	December 1
1.2) Translated recruiting scripts into Liberian English	1.2	December 1
1.3) Planning and logistics Skype meeting with ERC project coordinator	1.3	December 1
2.1) Signed Laptop Use Agreement, including list of all equipment on loan to Subcontractor from ERC	2.2	December 8
2.2) Written plan for managing phones(s)/laptop(s) and accessories approved by Cloudburst and ERC GDBC Team	3.1	December 8
3.1) High-quality exercise script translation	3.2	December 8
3.2) Participant Recruitment Plan approved by the ERC GDBC Team	3.3	December 8
3.3) Planning and logistics Skype meeting with ERC project coordinator (2 nd meeting)	3.4	December 8
4.1) Roster of core survey team and field personnel with their corresponding qualifications.	4.1	December 8
5.1) Written Field Work Plan approved by the ERC GDBC Team	5.1	January 12
6.1) Identify and procure any additional materials	6.1	January 12
6.2) Locally adapted training materials and field manuals	6.2	January 12
6.3) Planning and logistics Skype meetings with ERC project coordinator (3 rd meeting)	6.3	January 12
6.4) Training with in-country ERC representatives on all exercise scripts and protocols	6.4	February 2
6.5) Report on training activities	6.5	February 2
7.1) Summary of process of the soft launch provided to the ERC GDBC Team	7.1	February 2
7.2) Tracking documents (in properly documented format) from soft launch transferred to ERC PE Team	7.2	February 2
8.1) Field team checklist	8.1	January 12

9.1) Complete set of tracking documents, with the documents correctly organized and with files named according to ERC GDBC Team specifications 9.2) Field Manager's weekly written report of the Getting Data Back to the Community field activity, including the information detailed above	9.1	February 2
	9.2a	February 9
	9.2b	February 16
	9.2c	February 23
10.1) Phones(s)/laptop(s) returned and check-out completed. INCLUDING a signed document accounting for a full list of equipment used and returned, in the same condition.	11.1	March 2

NOTE: SUBCONTRACTOR shall take all technical direction from Cloudburst's GDBC Activity Manager, Kate Marple-Cantrell, (kate.marple-cantrell@cloudburstgroup.com)

Attachment B Sample Budget Format

B.1. Breakdown of Price by Deliverable (Payment Schedule)

- Please provide suggested payment schedule, e.g.:

Deliverable	Deliverable Due Date	Price (USD)
Signature of contract	1 Nov. 2017	NA
1.1, 1.2, 1.3	1 Dec.2017	\$
2.1, 2.2		
3.1, 3.2, 3.3	8 Dec. 2017	\$
4.1		
5.1	12 Jan. 2018	\$
6.1, 6.2, 6.3		
8.1		
6.4, 6.5	2 Feb. 2018	\$
7.1, 7.2		
9.1		
9.2a, 9.2b, 9.2c, 10.1	2 March 2018	\$

B.2. Basis of Estimate

Complete the separate Excel spreadsheet (Attachment B.2). Please only fill in **Tab 2** (Assumptions) and **Tab 3** (Budget) of the spreadsheet. This information will automatically populate Tab 1.

Attachment C
List of CLPP midline communities

County	Community ID	Town Name
Lofa	101	Baglazu
Lofa	102	Bardezu
Lofa	103	Barwein
Lofa	104	Fassawalazu
Lofa	105	Gorlu
Lofa	106	Kpassagizia
Lofa	107	Kpayaquilleh
Lofa	108	Kpayea
Lofa	109	Libiliba
Lofa	110	Passama
Lofa	111	Salayea
Lofa	112	Sucromu
Lofa	113	Telemu
Lofa	114	Tinsue
Lofa	115	Vertersu
Lofa	116	Wouzi
Lofa	117	Wuomai
Lofa	118	Zigida
River Gee	201	Bbljah
River Gee	206	Klibo
River Gee	212	Saykliken
River Gee	213	Cherboken- Potupo
River Gee	214	Gmatu
River Gee	215	Jaytoken
River Gee	217	Kayken
River Gee	218	Mimanken
River Gee	220	Jargboken
River Gee	221	Martuaken
River Gee	222	Nyantuken
River Gee	224	Gborkoken
River Gee	226	Katoken
River Gee	227	Wuoken
River Gee	230	Puanaken
River Gee	232	Cherboken- Karfore
River Gee	234	Kanwheaken-Sherriken
River Gee	235	Woloken
River Gee	236	Gborlah

County	Community ID	Town Name
River Gee	237	Sallah
River Gee	238	Sarkor
River Gee	239	Youbor
River Gee	241	Geeken
River Gee	242	Podroken
River Gee	243	Kanweaken
River Gee	246	Mt. Pennoh
River Gee	247	Mt. Seagbo
Maryland	302	Butiken
Maryland	304	Dugboken
Maryland	307	Gbaken
Maryland	309	Gbawiliken-Cavalla
Maryland	310	Geesanken
Maryland	312	Gutuken
Maryland	316	Martuken
Maryland	318	Rock Town
Maryland	322	Taeken
Maryland	324	Wissiken
Maryland	326	Sawtoken
Maryland	399	Gortuken

**Attachment D
Pre-Award Questionnaire**

Cover Page

Legal Name of Organization: _____

Doing Business as ("DBA"): _____

Legally Registered Address: _____

Telephone: _____

Fax Number: _____

E-mail: _____

Website: _____

Authorized Official (the person who will sign the subcontract)

Name:	
Job Title:	Email:

Financial Officer (the person who will manage the funds)

Name:	
Job Title:	Email:

Printed Name & Title of Person Filling out Questionnaire

Signature: _____ **Date Prepared:** _____

.....
To be completed by Cloudburst

Reviewed by:

Printed Name & Title of Cloudburst Employee **Date** **Initials**

A. Organization

A.1 What type of organization are you? (*Check all that apply.*)

- | | | |
|-------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Non-profit | <input type="checkbox"/> Educational | <input type="checkbox"/> Faith-based |
| <input type="checkbox"/> For-profit | <input type="checkbox"/> Government Agency | <input type="checkbox"/> Parastatal |

A.2 As what type of legal entity is your organization constituted (for example, corporation, limited liability company, association, society, etc.)?

A.3 Provide your corporate registration and tax registration identification numbers and country where registered:

Corporate	Tax	Country Name

A.4 List any taxes and duties from which your organization is exempt (for example: income taxes, value added taxes, import duties or other taxes or duties)

A.5 Indicate any organizations with which yours is formally affiliated (for example: as the national office of an international network).

A.6 List the number of employees and volunteers in your organization.

Full-time _____ Part-time _____ Volunteer _____

A.7 Check applicable box that defines your organization and enter name country which applies:

- ☐ A corporation or partnership organized under the laws of the country of _____
- ☐ A controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- ☐ A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

B. Financial Resources

B.1 Fiscal year end date _____

B.2 Provide your total revenue for the past three fiscal years in US \$:

2011	2012	2013

B.3 List your top five largest customers and the total revenue provided by each during the last complete fiscal year (*You may also attach a list if you have a pre-formatted compilation of donors.*)

Name of Customer	Amount in US \$	

B.4 During your last completed fiscal year, what amount did your organization expend, expressed in US dollars, with funds provided by US government sources? US Agency for International Development specifically? Include amount as recipient or subrecipient of US government grants, cooperative agreements or contracts.

US Government sources combined: US\$

US Agency for International Development: US\$

C. Accounting System and Procedures

C.1 Briefly describe your organization's accounting system, for example, the type of accounting software including the version and number of years it has been used, or a combination of manual ledgers and electronic spreadsheets. (*Respond below or in a separate document.*)

C.2 How often are your organization's financial statements prepared?

☐ Monthly ☐ Quarterly ☐ Annually ☐ Not Prepared

C.3 Provide the name and title of the individual who currently prepares the statements.

--	--

Name

Title

C.4 Do you account on a cash basis or accrual basis: ☐ Cash ☐ Accrual

C.5 Describe how your accounting system segregates and reports expenditures related to different customers and funding agreements. Has your system been approved as an adequate accounting system for cost-plus contracts by DCAA or similar audit agency? *(Respond below or in a separate document.)*

C.6 Confirm whether all accounting transactions are supported by receipts or other relevant source documentation and can be made available for audit.

C.7 Describe your procedures for preparation, review and approval of financial reporting and invoices sent to customers and funders. *(Respond below or in a separate document.)*

D. External Audit

D.1 How often are audits performed? ☐ Annually ☐ Bi-annually ☐ Other

D.2 What types of audits are performed? (Check all that apply)
☐ Financial Statements ☐ A-133 ☐ Program Specific ☐ Other (Explain below)

D.3 Will the report be prepared in, or translated into, English? ☐ Yes ☐ No

D.4 Will the Cloudburst funding appear as a separate item in any audit schedules?
☐ Yes ☐ No

REQUIRED DOCUMENTATION: Please provide copies of the following documents, as applicable:

Governance:

- ✓ Certificate of registration; articles of incorporation; by-laws; any licenses, certificates, accreditations, or equivalent documents granting legal status to do business
- ✓ Organizational chart
- ✓ Most recent annual report and other document(s), which includes:
 - Mission statement
 - Overview of activities
 - List of current Board of Directors and corporate officers
 - List of management personnel

Financial:

- ✓ Audited financial statements and auditors report for the three most recent fiscal years OR, if external audits are not conducted, unaudited financial statements including balance sheet, profit & loss statement, and statement of cash flows for the three most recent fiscal years
- ✓ If an indirect cost rate is used, documentation to substantiate the proposed rate or assurance that a third-party audit can be used to verify the indirect rates

Section E must be filled out by subcontractors when the proposed activities and budget include salary costs or personnel level of effort (including volunteers).

E. Personnel Management

E.1 Does management maintain a complete list of all staff employed and their associated job titles?
☐ Yes ☐ No

E.2 Does your organization use attendance or timesheets to track time and effort for staff?
☐ Yes ☐ No

E.3 Are written employment contracts provided for each employee on, or prior to, the employee's start date?
☐ Yes ☐ No

E.4 Are personnel files kept for each employee with the details of their employment history, including any employment contracts, salary revisions, job descriptions and performance evaluations?

☐ Yes ☐ No

E.5 Are there written policies regarding working hours, vacations, holidays, other paid leave, annual bonuses, termination, and staff evaluations?

☐ Yes ☐ No

E.6 Please indicate the total number of paid working days in your fiscal year: _____

Section F must be filled out by subcontractors whose proposed budgets include the purchase of equipment or substantive quantities of commodities or supplies. Examples may include, but are not limited to: furniture, medical supplies, consumables, electronic devices, t-shirts, and educational pamphlets.

F. Procurement and Asset Management

F.1 Please describe in detail who selects items to be procured and how the procurement process is implemented, including delegation of approval authority and assignment of duties:

F.2 Does your organization obtain written quotations from suppliers before selection:

☐ Yes ☐ No

Describe any internal policies regarding the number of quotations required and/or fiscal threshold for determining quotations:

F.3 Name/title of head of procurement office/department: _____

Attachment E

Sample Subcontract

The following pages include:

- Sample Cloudburst Firm Fixed Price Subcontract
- Additional Subcontract Terms and Conditions
 - Sections H and I from Cloudburst's ERC Task Order
 - Sections H and I from Cloudburst's STARR IQC Contract

CLOUDBURST CONSULTING GROUP, INC.
SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (“Subcontract”) is entered into as of this ____ day of _____, by and between Cloudburst Consulting Group, Inc., located at 8400 Corporate Drive, Suite 550, Landover, Maryland 20785 (hereinafter referred to as “Prime Contractor”) and ***INSERT COMPANY NAME***, located at ***INSERT ADDRESS*** (hereinafter referred to as “Subcontractor”).

WHEREAS, Prime Contractor has entered into Contract No. AID-OAA-TO-13-00019 (“Prime Contract”) with the United States Agency for International Development (“Government”) to provide services and technical support for the Evaluation, Research and Communications (ERC) project, under the Strengthening Tenure and Resource Rights (STARR) Indefinite Quantity Contract No. AID-OAA-I-12-00030, as more fully described in the Prime Contract’s Statement of Work;

WHEREAS, Prime Contractor desires that Subcontractor perform certain services in connection with Prime Contractor’s performance of the Prime Contract, and Subcontractor has agreed to perform such services; and

WHEREAS, Prime Contractor desires and Subcontractor agrees that the work to be performed under this Subcontract shall be delineated in, and performed pursuant to, the Scope of Work attached hereto as Attachment A (“SOW”).

NOW THEREFORE, in consideration of the promises, covenants and the terms and conditions contained herein, the parties hereby mutually agree:

1. SCOPE OF WORK

- 1.1 The firm fixed price services outlined in the SOW shall be performed under, and in accordance with, the general technical direction of Prime Contractor’s Project Manager, ***INSERT NAME*** (“Project Manager”). Prime Contractor may, at any time, designate a new or alternate Project Manager for the Prime Contract and will provide Subcontractor with written notification of any such designation. Subcontractor will be required to coordinate all activities under the Subcontract with the Project Manager. The Subcontractor will not take part in discussions with USAID staff regarding this Subcontract without a representative of the Prime Contractor being party to the discussion, unless the Project Manager has granted prior written approval to do so.
- 1.2 Subcontractor shall provide only services that are authorized by Prime Contractor and identified in the SOW.
- 1.3 All deliverables will be submitted by the Subcontractor to the Prime Contractor for review and approval.

Written material for submission to the Government will be prepared in compliance with USAID Branding unless otherwise requested by the Prime Contractor.

2. DELIVERABLES, ACTIVITIES AND TIME FRAME

Subcontractor shall be cognizant of, and comply with, the deliverables, schedules, and other requirements of performance described in this Subcontract and all Attachments hereto, including the Additional Terms from Prime Contract, which are attached as Attachment B, and incorporated herein by reference. Prime Contractor reserves the right to specify deadlines for work performed pursuant to the Prime Contract.

3. PERSONNEL

- 3.1 Any key personnel employed by the Subcontractor shall fully cooperate with all other clearance and employment requirements under the Prime Contract.
- 3.2 Subcontractor shall require written approval from Prime Contractor in order to staff the Subcontract with any personnel other than those specified in this Subcontract. Prime Contractor reserves the right to disapprove or remove any Subcontractor personnel for good cause shown, including, but not limited to: (i) failure to possess the requisite qualifications or requirements of the Prime Contract; (ii) misuse of Prime Contractor or Government property; (iii) unethical behavior; (iv) a violation of any law or regulation; (v) behavior that poses a security risk; (vi) disruptive or other conduct reasonably deemed by Prime Contractor to be inconsistent with the successful performance of the Prime Contract; or (vii) at the direction or suggestion of the Government.
- 3.3 In the event that proposed Subcontractor personnel are not approved, or existing personnel are removed, Subcontractor shall, within three (3) calendar days of receipt of notice from Prime Contractor, provide alternative qualified personnel to participate in the performance of the Subcontract. Prime Contractor may, at its discretion and at the cost of Subcontractor, utilize its own personnel or a third party to provide the services required of Subcontractor's personnel in the event Subcontractor fails to timely provide qualified personnel to perform the services under this Subcontract.
- 3.4 In addition to the requirements of this Section 3, Subcontractor shall be subject to any Substitution of Key Personnel limitations and other related requirements of the Prime Contract as are incorporated herein through Attachment B.

4. PAYMENT

- 4.1 Compensation and Budget. Subcontractor agrees to perform services under this Subcontract in accordance with the milestones/deliverables schedule delineated in

Attachment A hereto, and as requested by Prime Contractor or its authorized representatives.

- 4.2 Travel and Per Diem. All travel must be in strict compliance with the prevailing Federal Travel Regulations existing at the time travel is performed.
- 4.3 Invoice and Payment Procedure. Subcontractor shall prepare and submit all invoices to Prime Contractor. Prime Contractor may require Subcontractor's invoices to include such information as is required to be included in Prime Contractor's invoices to the Government. For all proper invoices submitted for work properly performed and accepted, Subcontractor shall be paid within seven (7) calendar days of Prime Contractor's receipt of payment from the Government for billed Subcontract charges. In the event that the Government suspends or withholds any payments related to Subcontractor's billings to Prime Contractor, then Prime Contractor shall not be required to pay Subcontractor for such amounts unless and until it receives payment from the Government for the suspended or withheld amounts.

Subcontractor's invoices shall contain, at a minimum, the following information: (i) Subcontract number; (ii) Prime Contract number; (iii) invoice number; (iv) deliverable number; and (v) a signed certification stating: "I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with the Subcontract." Subcontractor's invoices shall be submitted to Prime Contractor via email as follows:

Cloudburst Accounts Payable Department
ap@cloudburstgroup.com

Payments to Subcontractor shall be sent via wire transfer to:

Subcontractor shall complete a wire transfer request form upon signature.

Each party may revise the foregoing addresses and email addresses for payments by written notice to the other.

5. CLOSEOUT AND FINANCIAL SETTLEMENT

The contract closeout clauses of the Prime Contract shall flow down to this Subcontract and apply to Subcontractor with the same force and effect, and to the same extent, as they apply to Prime Contractor.

6. TERM

The term of this Subcontract shall commence on ***INSERT START DATE*** and shall continue until ***INSERT END DATE***. Notwithstanding the foregoing, this Subcontract may be terminated earlier in accordance with Sections 7.7 and 10 below.

7. TERMS OF PRIME CONTRACT

- 7.1 This Subcontract incorporates, to the fullest extent possible, all FAR and other clauses required by the Prime Contract and/or applicable law to be included in this Subcontract. Subcontractor will comply with all such clauses with the same force and effect as if they were given in full text herein. Where the terms “Contracting Officer” and “Government” appear in the Prime Contract, or any clauses incorporated by reference into the Prime Contract, such terms shall be deemed to refer to Prime Contractor’s Contracts Manager and Prime Contractor, respectively, as applicable. Where the term “Contractor” appears in the Prime Contract, or in any clauses incorporated by reference into the Prime Contract, such term shall be deemed to refer to Subcontractor. Where the term “subcontractor” appears in the Prime Contract, or in any clauses incorporated by reference into the Prime Contract, such term shall be deemed to refer to Subcontractor’s subcontractors, if any.
- 7.2 The clauses incorporated herein shall, to the greatest extent possible, be deemed to be cumulative to the terms, conditions and requirements of this Subcontract. In the case of an irreconcilable conflict between this Subcontract and any clause from the Prime Contract, including FAR clauses incorporated herein, the provisions of this Subcontract shall control over provisions of the Prime Contract, except for those clauses of the Prime Contract that are required by law or regulation, or the terms of the Prime Contract, to be flowed down.
- 7.3 Prime Contractor will provide the full text of applicable regulations to Subcontractor upon request. Copies of regulations can also be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402 (reference Title 48 Code of Federal Regulations, Chapters 1 and 2) or via the Internet site at <http://www.acquisition.gov/>.
- 7.4 The following circumstances are exceptions to the flow down requirements above, and the general rules of construction for flow down clauses set forth above:
- 7.4.1 Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the Prime Contractor specifically;
- 7.4.2 Where an explicit provision of this Subcontract states a contrary intent;

- 7.4.3 Where access to proprietary financial information or other proprietary data is required;
 - 7.4.4 Where the provision would impose duties on the Prime Contractor beyond those explicitly stated in this Subcontract; or
 - 7.4.5 Where interpretation in accordance with the rules stated above would place the Prime Contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- 7.5 References in any provision incorporated by reference herein to the “Disputes” clause shall be construed as references to the Disputes Section contained in Section 11 of this Subcontract. No provision herein shall be taken to imply any direct access on the part of Subcontractor to the disputes process as defined in the terms of the Prime Contract.
- 7.6 In addition to the clauses incorporated herein in accordance with this Section 7 and Attachment B hereto, Prime Contractor expressly incorporates into this Subcontract 48 C.F.R. § 52.203-13, Contractor Code of Business Ethics and Conduct; 48 C.F.R. § 9.407-2(a)(8), Causes for suspension; 48 C.F.R. § 9.406-2(b)(1)(vi), Causes for debarment; 48 C.F.R. § 52.242-15, Stop-work Orders.
- 7.7 Notwithstanding anything in this Section 7 to the contrary, it is understood and agreed that Prime Contractor may terminate this Subcontract for its convenience.

8. ASSIGNMENT AND LOWER-TIER SUBCONTRACTING

Subcontractor shall not assign this Subcontract, in whole or part, or any of the monies due or to become due hereunder, without prior written consent of Prime Contractor, which shall be at Prime Contractor’s sole discretion. Subcontractor shall not enter into any lower-tier subcontracts for any portion of this Subcontract without first obtaining Prime Contractor’s written approval thereof; provided, however, that this limitation shall not apply to Subcontractor’s purchase of standard commercial supplies. Subcontractor shall select any lower-tier subcontractor on a competitive basis to the maximum practical extent. Any lower-tier subcontract awarded shall be consistent with the objective of this Subcontract, the Prime Contract, and the FAR. Notwithstanding any other provision in this Subcontract, Prime Contractor shall have the right to assign and/or transfer this Subcontract and/or its rights herein to any parent or a subsidiary of Prime Contractor or otherwise in connection with a corporate reorganization of Prime Contractor including, without limitation, a merger, restructuring, or other equivalent transaction that involves a change-in-control or a sale of all or substantially all of the assets of Prime Contractor, without obtaining Subcontractor’s prior approval therefore. In connection with any such assignment or transfer by Prime Contractor, Prime Contractor’s successor(s) or assign(s) shall have the right but not the obligation to continue this Subcontract in effect; and, if so

continued, Prime Contractor's successor(s) or assignee(s) shall be fully vested as a party to this Subcontract in full substitution, and with all of the rights, of Prime Contractor hereunder.

9. INSPECTION, ACCEPTANCE AND NOTICES

- 9.1 Subcontractor shall provide and maintain an inspection system reasonably acceptable to Prime Contractor covering the services under this Subcontract. Complete records of all work performed by Subcontractor shall be maintained and made available to Prime Contractor during Subcontract performance and for no less than three (3) years after termination of this Subcontract for any reason, or for a longer period as may be required by the Prime Contract. Subcontractor will permit such inspections as may be required to be made pursuant to the Prime Contract and/or this Subcontract.
- 9.2 If any of the services performed by Subcontractor do not conform to Subcontract requirements, Prime Contractor may require Subcontractor to perform the services again in conformance with the Subcontract requirements for no additional cost to Prime Contractor. When defects in services cannot be corrected by re-performance, Prime Contractor may:
 - 9.2.1 Require Subcontractor to take all necessary actions to ensure that future performance conforms to Subcontract requirements; and
 - 9.2.2 Reduce deliverable payment amount under the Subcontract to reflect the reduced value of the services performed.
- 9.3 If Subcontractor fails to proceed with reasonable promptness to perform any services under this Subcontract, or to re-perform or make corrections as outlined above, Prime Contractor may:
 - 9.3.1 By subcontract or otherwise perform such re-performance or correction and charge to Subcontractor any increased cost occasioned by Prime Contractor thereby, or reduce any payment due under this Subcontract, or require reimbursement from Subcontractor of any payments previously made hereunder, in such amount as may be equitable under the circumstances; or
 - 9.3.2 In the case of deliverables not delivered, require the delivery of such deliverables, and shall have the right to reduce any payment due under this Subcontract or require reimbursement from Subcontractor of any payments previously made hereunder, in such amount as may be equitable under the circumstances; or
 - 9.3.3 Terminate this Subcontract pursuant to Section 10.

- 9.4 Failure to agree to the amount of any cost adjustment referenced in this Section shall be deemed to be a dispute concerning a question of fact within the meaning of the “Disputes” provisions in Section 11.
- 9.5 The remedies provided in this Section are in addition to, and not in limitation of, any other rights or remedies that Prime Contractor may have under this Subcontract and applicable law.
- 9.6 The inspection by the Government of any portion or aspect of Subcontractor’s work does not relieve Subcontractor of responsibility for any deficiencies or nonconformance or other failures to meet the Subcontract requirements.
- 9.7 Subcontractor shall provide any notices to Prime Contractor as may be reasonably required in order to permit Prime Contractor to fulfill its obligations of notice to the Government. All notices by Subcontractor to Prime Contractor shall be sufficient if in writing and personally delivered, sent via email and with confirmation of Prime Contractor’s receipt, or sent by overnight mail, postage prepaid, addressed as follows:

Denise Lomuntad
Sr. Contracts Manager
Cloudburst Consulting Group, Inc.
8400 Corporate Drive, Suite 550
Landover, Maryland 20785
Phone: (301) 412-9229
Fax: (301) 918-4900

- 9.8 All notices by Prime Contractor to Subcontractor shall be sufficient if in writing and personally delivered, sent via email and with confirmation of Subcontractor’s receipt, or sent by overnight mail, postage prepaid, addressed as follows:

NAME
ADDRESS
ADDRESS
Phone:
Fax:

Either party may change the person or address to which notices are sent by providing written notice thereof to the other party.

10. TERMINATION

- 10.1 This Subcontract may be terminated upon the occurrence of any of the following events:

10.1.1 Mutual written agreement of the parties;

- 10.1.2 By Prime Contractor, upon written notice, if Subcontractor materially defaults in the performance of this Subcontract, and Subcontractor fails to cure such default within ten (10) calendar days of receipt of written notification of its default from Prime Contractor;
- 10.1.3 If either party: (i) is unable to meet its financial obligations as they become due in the ordinary course of business; (ii) admits in writing its inability to pay its debts; (iii) files a petition under any chapter of the Bankruptcy Act, 11 U.S.C. §§ 101 et seq. ("Act"); (iv) has an involuntary petition under the Act filed against it; (v) commences an action in any country under laws providing for the relief of winding up of insolvent or liquidating persons or entities; (vi) files for the appointment of a receiver; (vii) becomes insolvent; or (viii) makes an assignment for the benefit of creditors, and such matters are not discharged or relieved within sixty (60) days;
- 10.1.4 By Prime Contractor, in whole or in part, if it deems, in its discretion, in accordance with Section 20.4 herein, that such termination is necessary to avoid an organizational or personal conflict of interest as defined in FAR Parts 3 and 9;
- 10.1.5 By Prime Contractor in the event Subcontractor fails to diligently and timely perform the work under the Subcontract, in accordance with the reasonable direction of Prime Contractor, and such failure continues for a period of ten (10) calendar days after Subcontractor receives written notice from Prime Contractor of such failure;
- 10.1.6 In the event that the Prime Contract between the Government and Prime Contractor is terminated for any reason by the Government with or without cause, then this Subcontract shall be deemed to have been simultaneously terminated as of the date of termination of the Prime Contract; or
- 10.1.7 By Prime Contractor pursuant to Section 7.7 herein.
- 10.2 The obligations of the parties under Sections 4, 5, 11-14, 18-19, and 25 shall survive termination.

11. DISPUTES

- 11.1 The parties agree to use good faith efforts to resolve any disputes arising under this Subcontract. The parties' respective project managers shall first attempt to resolve such disputes. If the project managers cannot resolve such disputes despite their good faith efforts, then the companies' Chief Executive Officers or Presidents shall attempt to resolve such disputes.

- 11.2 In the event of any dispute arising under this Subcontract that cannot be settled by mutual agreement in accordance with Section 11.1 after 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. The place of arbitration shall be Landover, Maryland, and the arbitration shall be conducted in the language in which the contract was written. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction pursuant to Section 11.4. Prime Contractor and Subcontractor intend that this agreement to arbitrate be irrevocable.
- 11.3 Pending final decision on any dispute under this Section 11, Prime Contractor and Subcontractor will proceed with Subcontract performance, except when Prime Contractor has terminated the Subcontract or a stop work order has been issued to Subcontractor. Nothing in this Section 11.3 shall be read as permitting Subcontractor to proceed with Subcontract performance after Prime Contractor or the Government has terminated the Subcontract or issued a stop work order to Subcontractor.
- 11.4 This Subcontract shall be governed, construed and interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law principles, except as to any provisions governed by the laws and regulations of the United States, as to which provisions the applicable laws and regulations of the United States shall govern. Each party hereby expressly and irrevocably consents that any suit, action, or proceeding to challenge the final arbitration decision shall be brought in the appropriate state or federal court within the State of Maryland.
- 11.5 **NO PARTY WILL ELECT, AND EACH PARTY HEREBY WAIVES ITS RIGHT TO, A TRIAL BY JURY IN ANY ACTION, SUIT, MATTER, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. FURTHER, PRIME CONTRACTOR SHALL NOT BE LIABLE TO SUBCONTRACTOR FOR ANY CONSEQUENTIAL DAMAGES RELATING TO ANY DISPUTE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OPPORTUNITIES, LOST PROFITS, AND ATTORNEY'S FEES.**

12. NON-SOLICITATION

Subcontractor agrees that it shall not, during the term of this Subcontract, or extension or modification thereof, or for a period of one (1) year thereafter, solicit, employ or offer to employ the personnel of Prime Contractor without the express written consent of Prime Contractor. This does not preclude an employee from independently seeking employment from the other Party.

13. CONFIDENTIALITY

During the parties' performance under the Prime Contract and this Subcontract, it may be necessary for either party to provide the other with confidential and/or proprietary information or data, including but not limited to source codes, object codes, documentation, technical data, pricing data, and data provided to or by the Government (collectively, "Confidential Information"). With respect to such Confidential Information, the Parties agree as follows, which provisions shall survive termination of this Subcontract:

- 13.1 The Parties shall use Confidential Information solely for the purposes of fulfilling their obligations under this Subcontract and the Prime Contract and not for any other purpose without the prior written permission of the disclosing party.
- 13.2 Neither party shall identify as confidential or proprietary any information which is not in good faith believed by such party to constitute privileged data, a trade secret, or otherwise entitled to be identified.
- 13.3 Each party will designate in writing one or more individuals within its organization as the only person(s) authorized to receive Confidential Information exchanged between the parties under this Subcontract. The exclusive points of contact with respect to the transmittal and control of Confidential Information exchanged hereunder are now designated by the parties as follows:

Prime Contractor: J. Patrick Moynahan, President
Subcontractor: _____

Each party may change its designation at any time by written notice to the other.

- 13.4 Each party shall take every reasonable precaution to prevent disclosure to the public or unauthorized use of Confidential Information meeting the above requirements. Confidential Information of either party incorporated into submissions to the Government shall bear restrictive legends as provided for in the FAR applicable to the Prime Contract. A party will be considered to have taken reasonable precautions to prevent disclosure to the public of Confidential Information if the party receiving such Confidential Information utilizes the same controls it employs to avoid disclosure, publication, or dissemination of its own Confidential Information. Each party shall instruct its employees of their obligations to maintain the confidentiality of Confidential Information obtained from the other party. In addition, each party shall be responsible for any improper disclosure of Confidential Information by its employees.
- 13.5 Except as required by the Prime Contract, the obligation with respect to handling and using Confidential Information as set forth in this Subcontract is not applicable to the following: (i) information that is or becomes available to third

parties or the general public without restriction and without breach of this Subcontract by the receiving party; (ii) information that is or becomes known to the receiving party independently of the disclosing party; (iii) information that is independently developed by the receiving party; (iv) information that is or has been furnished by the disclosing party to the Client with “unlimited” rights; (v) information that is or becomes part of the public domain without breach of this Subcontract by the receiving party; (vi) information that is or becomes available to a party by casual observation or analysis of products offered for sale; or (vii) information that is received by a party from a third party without breach of this Subcontract by the receiving party.

- 13.6 Each party acknowledges that the Confidential Information of the other is a valuable and unique asset of the disclosing party. Accordingly, for a period of three (3) years after the termination or expiration of the Subcontract, the receiving party shall: (i) maintain the information in confidence; (ii) not use the information except for the purposes of the Subcontract and, in the case of Prime Contractor, the Prime Contract; (iii) disclose the information only to its employees who have a need to know the information in order to fulfill the purposes of the Subcontract or, in the case of Prime Contractor, the Prime Contract; and (iv) not disclose any portion of the information to any third party without the prior written consent of the disclosing party, even if the third party is also under a restriction on disclosure imposed by the disclosing party, except as otherwise provided herein.
- 13.7 If the receiving party is confronted with legal or similar action to disclose Confidential Information it has received, the receiving party shall promptly notify the disclosing party in writing so that the disclosing party may seek an appropriate protective order. The receiving party shall reasonably assist the disclosing party in obtaining a protective order directing that any portion of the information required to be disclosed be used only for the purposes for which the court issues the order or for such other purposes required by law.
- 13.8 Each party shall notify the other party in writing of any Confidential Information and copies thereof that it possesses upon the termination of the Subcontract. Each party may issue instructions for either destroying or returning the information and copies thereof. If the information and copies are destroyed, the receiving party shall provide the disclosing party with a certificate attesting to the destruction.
- 13.9 Nothing in this Section 13 shall be construed as the grant of a license or a copyright to either party. The disclosure of information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by either party with respect to infringement of any patent or any other proprietary right.

14. SUBCONTRACTOR LIABILITY

In the event of Subcontractor's failure to perform in accordance with this Subcontract, whether such failure is occasioned by the acts or omissions of Subcontractor, its subcontractors, suppliers or agents, Prime Contractor may pursue against Subcontractor any and all damages, including consequential damages, and remedies available under this Subcontract and/or applicable law. Subcontractor shall also be liable for any and all damages resulting from defective cost and pricing data supplied by Subcontractor.

15. INDEPENDENT CONTRACTOR

- 15.1 Subcontractor's relationship to Prime Contractor in the performance of this Subcontract is that of an independent contractor. This Subcontract is not intended by the parties to constitute or create a joint venture, partnership, or formal business organization of any kind whatsoever. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties except as may be provided herein between the parties.
- 15.2 Subcontractor's personnel performing services under this Subcontract shall at all times be employees of Subcontractor and not employees of Prime Contractor. Subcontractor shall pay all wages, salaries, and other amounts due its employees in connection with this Subcontract and shall be responsible for all reports and obligations to Social Security, income tax withholding, unemployment compensation, worker's compensation and similar matters.
- 15.3 Nothing in this Subcontract constitutes an agreement between the Subcontractor and the Government.

16. COMMUNICATIONS WITH GOVERNMENT

- 16.1 Throughout the term of this Subcontract, Subcontractor shall neither contact nor communicate directly with Government personnel concerning the terms of this Subcontract or the Prime Contract between Prime Contractor and the Government, any work being performed by Subcontractor under this Subcontract, any work being performed by Prime Contractor under the Prime Contract, or matters pertaining to project management without prior written consent of the Prime Contractor. All contractual communications with the Government shall be exclusively conducted by Prime Contractor personnel.
- 16.2 Any contractual matters pertaining to the Prime Contract shall be directed to the Project Manager, or other person(s) designated by Prime Contractor. Prime Contractor must provide prior written consent to any waivers to the provisions of this Section 16.

17. CONFLICTING BUSINESS ACTIVITIES

During the term of this Subcontract, Subcontractor shall not engage in any business, conduct or professional activities which are in conflict with the business activities of

Prime Contractor, or which create a conflict of interest with the work performed under this Subcontract. Said conflicting activities shall include without limitation marketing or soliciting the Government for the follow-on contract to the Prime Contract for any of the services to be performed under the Prime Contract, whether for Subcontractor's own benefit or the benefit of any person or organization other than Prime Contractor. Prime Contractor must provide prior written consent to any waivers to the provisions of this Section 17.

18. EQUITABLE RELIEF

With respect to Section 12 ("Non-Solicitation"), Section 13 ("Confidentiality"), and Section 17 ("Conflicting Business Activities"), above, the parties acknowledge and agree that it will be difficult to measure in money damages the injury resulting from the failure of Subcontractor to comply with the obligation or restrictions imposed by these sections, and that in the event of such failure, Prime Contractor will suffer irreparable injury and will not have an adequate remedy at law. Therefore, the parties agree and consent to the issuance of an injunction or the enforcement of other equitable remedies against Subcontractor, its successors or permitted assigns, to compel performance of the terms of these sections, without the necessity of posting bond or other security, and waive any defenses that damages are an adequate remedy at law. Notwithstanding the foregoing, Prime Contractor may also pursue legal remedies deemed to be appropriate in the event of a breach of such sections.

19. INDEMNITY

Subcontractor shall indemnify, defend and hold Prime Contractor harmless from any and all claims, actions, damages and liabilities (including reasonable attorney's fees) arising directly and proximately out of: (i) Subcontractor's negligence, or willful, wanton, or reckless conduct; (ii) Subcontractor's breach of any representation, term or covenant in this Subcontract; (iii) Subcontractor's violation of any law or regulations applicable to the performance of this Subcontract; or (iv) Subcontractor's submission of false claims or any allegation of defective pricing.

20. REPRESENTATIONS

20.1 Federal Officials. Each party hereby represents and covenants that neither it, nor any of its employees or representatives, has or shall have, directly or indirectly, an agreement or arrangement with any official, employee, or representative of any customer or any government agency, or any political party under which such official, employee, or representative, or political party shall receive anything of value, whether monetary or otherwise, or as a result of any actual or contemplated sale of any product of itself or any of its affiliates.

20.2 Authority to Contract. Each party represents and warrants that it is a corporation or limited liability company duly organized and validly existing and in good standing under the laws of the states in which it is required to be qualified in order

to conduct the business contemplated by the Subcontract. Further, each party represents that it has full corporate power and authority to enter into this Subcontract to do all things necessary for the performance of the work contemplated herein.

- 20.3 Conflict of Interest. The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there is no actual or potential organizational or personal conflict of interest as specifically defined in FAR Parts 3 and 9 based on Subcontractor's involvement with the Project, or that Subcontractor has disclosed all relevant information regarding an actual or potential conflict of interest to Prime Contractor. If a potential or actual conflict of interest becomes known to Subcontractor after the effective date of this Subcontract, Subcontractor will provide written notice of the matter to Prime Contractor within five (5) calendar days of when the conflict of interest first becomes known to Subcontractor. If Prime Contractor concludes that an actual conflict of interest exists and cannot be satisfactorily resolved or mitigated, Prime Contractor may terminate this Subcontract pursuant to Section 10.1.4.
- 20.4 Anti-Bribery and Corruption. The Subcontractor represents and warrants that it shall comply with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act , as amended ("FCPA"), and any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, the Subcontractor understands and agrees that it is unlawful for the Subcontractor and/or any other officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of money, gift, or anything of value to any foreign official for the purposes of inducing such foreign official to affect or influence any act or decision of such government or instrumentality.
- 20.5 Trafficking in Persons. The Subcontractor understands that the United States Government has adopted a zero tolerance policy regarding trafficking in persons. The Subcontractor and its employees will not: (i) engage in severe forms of trafficking in persons during the period of performance of this Subcontract; (ii) procure commercial sex acts during the period of performance of this Subcontract; or (iii) use forced labor in the performance of this Subcontract. Subcontractor must notify its employees of the government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from a Subcontract, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or subcontractors that violate this policy.,
- 20.6 Suspension and Debarment. Subcontractor hereby represents and covenants that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this

Subcontract by any federal department or agency. Any change in the debarred or suspended status of the Subcontractor during the term of this Subcontract must be reported immediately to Prime Contractor. Subcontractor agrees to incorporate this Section 20.6 into any lower-tier subcontract it may enter in order to perform the Subcontract.

- 20.7 **Discrimination.** Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 20.8 **Acknowledgement.** Each party acknowledges: (i) the risks of its undertakings; (ii) the uncertainty of the benefits and obligations; and (iii) its assumptions of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents, and other written material as in such party's opinion shall be the basis of that party's decision to enter into this Subcontract. Each party has consulted such legal, financial, technical, or other expert it deems necessary or desirable before entering into this Subcontract. Each party represents and warrants that it has read, knows, understands, and agrees with the terms and conditions of this Subcontract. Neither party has relied upon any oral representation of the other party in entering into this Subcontract. All discussions, estimates, or projections developed by a party during the course of negotiating the terms and conditions of this Subcontract are by way of illustration only and, unless specifically contained in the Subcontract or one of its attachments, are not binding or enforceable against the other party in law or in equity.

21. REPORTING EXECUTIVE COMPENSATION

- 21.1 To permit Prime Contractor to comply with its obligations under FAR § 52.204-10, within five (5) business days after the execution of this Subcontract, Subcontractor shall complete the Executive Compensation Disclosure Statement at Attachment C hereto ("Disclosure Statement") and Subcontract Information Reporting Statement at Attachment D hereto ("Reporting Statement"), and once completed, shall return the Disclosure Statement and Reporting Statement to the Project Manager. Subcontractor shall complete and return the Disclosure Statement to the Project Manager regardless of whether Subcontractor believes it is subject to the requirements in FAR § 52.204-10. Pursuant to FAR § 52.204-10(b), the law requires all reported information be made public, therefore, the

information submitted by Subcontractor in its Disclosure Statement and Reporting Statement will be made public.

- 21.2 Subcontractor certifies that the information in its Disclosure Statement and Reporting Statement is true and accurate. Subcontractor shall indemnify and hold Prime Contractor harmless from any and all, claims, costs, expenses or demands, including, without limitation, reasonable attorney's fees and litigation expenses, resulting from the information Subcontractor provides in its Disclosure Statement and Reporting Statement.

22. LICENSE

To the extent not inconsistent with Section 25 below, neither the execution and delivery of this Subcontract nor the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any invention or patent, hereafter owned or controlled by the party furnishing same. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy, or other rights of third persons. However, it is recognized and agreed that the parties grant licenses or other rights to the Government to inventions, data, and information as required by the Prime Contract and/or applicable law.

23. INSURANCE

Subcontractor shall establish and maintain, throughout the term of this Subcontract, insurance against loss of or damage to property in commercially reasonable amounts, including equipment, papers and documents necessary to the services to be performed hereunder; and Subcontractor shall establish and maintain insurance in the greater of commercially reasonable amounts or amounts required by the Government against claims by third parties resulting from acts performed by Subcontractor and its personnel in carrying out its duties as required. Subcontractor shall also establish and maintain professional liability insurance. Subcontractor shall, upon request by Prime Contractor, submit proof of insurance required herein. The foregoing insurance coverage shall, at a minimum, comply with the generally accepted standards in the professional liability insurance industry.

24. NOTICE OF DELAYS

- 24.1 Whenever Subcontractor has knowledge that any actual or potential situation is delaying or threatening to delay timely performance, Subcontractor shall within one (1) calendar day give written notice thereof, including any relevant information with respect thereto, to Prime Contractor's Contract Manager.

- 24.2 If, at any time, the Government issues a stop work order, or causes any other delay to the Prime Contract, Prime Contractor shall promptly notify Subcontractor of such delay and upon receipt of such notice Subcontractor shall immediately cease all activities under this Subcontract. After such notice Subcontractor shall not perform any further activities under this Subcontract until such time as it is told to proceed by Prime Contractor. Subcontractor shall forfeit any right for reimbursement for any and all charges or costs it incurs after it has received notice to cease activities under this Subcontract, including any fees computed on such forfeited costs.

25. INVENTIONS OR DISCOVERIES

- 25.1 Subject to any rights of the Government granted under applicable laws, regulations or the Prime Contract, any and all inventions, discoveries, improvements, or creations (collectively "Creations") which Subcontractor has conceived or made or may conceive or make in its performance of this Subcontract issued hereunder shall be the sole and exclusive property of Prime Contractor. Subcontractor agrees that all copyrightable works created by Subcontractor or under Prime Contractor's direction in connection with this Subcontract are "works made for hire" and shall be the sole and complete property of Prime Contractor and that any and all copyrights to such works shall belong to Prime Contractor. To the extent such works are not deemed to be "work made for hire," Subcontractor hereby assigns all proprietary rights, including copyright, in these works to Prime Contractor without further compensation.
- 25.2 Subcontractor further agrees to (i) disclose promptly to Prime Contractor all such Creations which Subcontractor has made or may make solely, jointly, or commonly with others under this Subcontract issued hereunder; (ii) assign all such Creations to Prime Contractor; and (iii) execute and sign any and all applications, assignments, or other instruments which Prime Contractor may deem necessary in order to enable it, at its expense, to apply for, prosecute, and obtain copyrights, patents or other proprietary rights in the United States and foreign countries or in order to transfer to Prime Contractor all right, title, and interest in said Creations.
- 25.3 Subject to the right of the Government under applicable laws, regulations or the Prime Contract, no license, express or implied, shall inure to the benefit of Subcontractor as a result of a patent being granted to Prime Contractor for creations or inventions developed by Subcontractor or Prime Contractor, whether jointly or separately, under this Subcontract issued hereunder. Prime Contractor shall have title to any inventions made jointly by Prime Contractor and Subcontractor.

26. RESERVED

27. STANDARDS OF ETHICS AND CODE OF BUSINESS CONDUCT

Prime Contractor considers adherence to our company Ethics and Code of Conduct, as well as strict observance of all applicable U.S. and foreign laws and regulations, to be a legal requirement and ethical obligation for all officers, employees, subcontractors, consultants, vendors and anyone who represents the Prime Contractor in any capacity. A copy of our Ethics and Code of Conduct is available at:
<http://cloudburstgroup.com/about/ethics-and-code-of-conduct/>.

28. MISCELLANEOUS

- 28.1 Severability. If any part, term, or provision of this Subcontract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Subcontract, the validity of the remaining portions or provisions of this Subcontract shall not be affected thereby.
- 28.2 Entire Agreement. This Subcontract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter herein. This Subcontract is binding upon and shall accrue to the benefit of the successors in interest and assignees of the respective parties.
- 28.3 Amendments and Waivers. Except as otherwise provided in Section 8 of this Subcontract, this Subcontract may not be modified or amended except in writing, signed by both parties. Either party hereto may, by an instrument in writing, waive compliance by the other party with any term or provision of this Subcontract on the part of such other party. The waiver by any party hereto of a breach of any term or provision of this Subcontract shall not be construed as a waiver of any subsequent breach.
- 28.4 News Release. The parties shall not make any news release or other public announcement or disclosure of the contents of this Subcontract without the prior written approval of both parties.
- 28.5 Counterparts. This Subcontract may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Subcontract and any document or schedule required hereby may be executed by facsimile signature that shall be considered legally binding for all purposes.
- 28.6 Captions. The captions herein are inserted solely as a matter of convenience and for purposes of reference and do not define, limit or describe the scope of this Subcontract or the intent of any provision herein.
- 28.7 Attorneys' Fees. Notwithstanding any other provision in this Subcontract, the parties agree that in the event of any dispute between the parties in connection with

this Subcontract that results in litigation or other form of third-party dispute resolution, the prevailing party (as determined by a court, arbitrator, or other third party arbiter of the dispute) shall be entitled to recover from the losing party all of its costs and expenses incurred in connection with the dispute including, without limitation, court costs and reasonable attorneys' fees

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, executed this Subcontract to be effective as of the date first identified above.

CLOUDBURST CONSULTING GROUP, INC.

Date: _____

By: _____

Title: _____

COMPANY NAME

Date: _____

By: _____

Title: _____

ATTACHMENT A
SUBCONTRACTOR SCOPE OF WORK

ATTACHMENT B
ADDITIONAL TERMS FROM PRIME CONTRACT

The following provisions of the Prime Contract (as they may be amended from time to time) are incorporated herein by reference:

Section C – Statement of Work

Section D – Packaging and Marking

Section E – Inspection and Acceptance

Section F – Deliveries or Performance

Section G – Contract Administration Data

Section H – Special Contract Requirements

Section I – Contract Clauses

Section J – List of Documents, Exhibits and Other Attachments (including all position descriptions)

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

The Contractor shall furnish key personnel for the following key positions for this task order:

- Land Tenure/Chief of Party
- Agriculture Economist
- Monitoring and Evaluation Specialist
- Climate Change & Tenure Specialist
- Communications Specialist

USAID reserves the right to adjust the level of key personnel during the performance of this task order.

Prior to replacing any personnel for the specified key positions, Contractor shall immediately notify both the CO and the COR reasonable in advance and shall submit written justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No replacement of key personnel shall be made by the Contractor without the prior written consent of the CO. All key personnel shall have the minimum experienced required under SOW.

H.2 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English. Ability to hire local language expertise is required when necessary for the completion of field support tasks.

H.3 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.4. AIDAR 752.227–14 Rights in Data—General (OCT 2007)

(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.

(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.

H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.6 PATENT INDEMNITY (Apr 1984)

- (a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use of disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to –
 - 1. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
 - 2. An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
 - 3. A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

H.7 ENVIRONMENTAL COMPLIANCE

- 1. An Initial Environmental Examination (IEE) has been approved for the project funding this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effects on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.
- 2. A provision for sub-grants is included under this award; therefore, the Contractor will be required to use an Environmental Review form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposal will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the potential environmental impacts of activities funded under the grant is not known. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. Contractor is

responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

H.8 APPROVED SUBCONTRACTORS

In addition to the Subcontractors approved in the STARR Basic IQC Award, Management Systems International (MSI) is approved as a Subcontractor under this Task Order Award.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 Reference STARR Basic IQC

I.2 FAR 52.227-16 Additional Data Requirements (JUNE 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

END OF SECTION I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATIONS (48 CFR Chapter 1) / AIDAR 48 CFR Chapter 7

NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990
752.225.70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

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

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

H.3 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), must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting

Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.3 above unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than five percent (5%) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.3 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated.

The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(f) Locally Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170(a): Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) who are working in the United States or are legal residents of the United States at the time they are hired for a task order, must be extended benefits, and be subject to restrictions on the same basis as U.S. citizens who work in the United States. Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education, work experience and recent relevant salary history.

H. 5 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.

H.6 INFORMATION SYSTEM SECURITY

Task orders under this contract may require information technology (IT) resources or services in which a contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission. TOCOs will include in task orders any specific clauses and Clause Guide for Unclassified Information System Security Systems and Services".

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

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

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

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

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

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

(g) By accepting the award of this contract, the contractor assures USAID that all contractor and subcontractor personnel will comply with the policy and procedures of the USAID ADS Chapter 541, Information Management, Chapter 545, Information Systems Security, their Mandatory References, and any future ISS policy changes or enhancements.

H.7 DEFENSE BASE ACT (DBA) INSURANCE

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

Allied World Assurance Company (Allied)

To obtain DBA insurance, contractors are to contact Allied's agent, AON Risk Insurance Services West, Inc.:

(a) 199 Fremont St, Suite 1700, San Francisco, CA 94105
Hours: 8:30 A.M. to 5:00 P.M., Pacific Time

Primary contact: Fred Robinson Phone
Email: Fred.Robinson@aon.com
(415) 486-7516

Secondary contact: Angela Falcone
Email: Angela.Falcone@aon.com
Phone (415) 486-7563

or

(b) 1120 20th St, NW, Suite 600, Washington DC 20036

Primary contact: Ellen Rowan
Email: Ellen.Rowan@aon.com
Phone (202) 862-5306

Secondary contact: Chris Thompson
Email: Chris.Thompson@aon.com
Phone (202) 862-5302

H.8 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) Contractors 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. NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy: http://travel.state.gov/travel/tips/tips_1232.html#insurance

H.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services under this contract is 937(United States), or as specified in task orders.

H.10 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistical support in the United States and overseas unless otherwise stated in the task order. These shall include but are not limited to all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.11 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the specific task order.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN SERVICES)

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific 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 OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY 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 Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

Task Order Clause

This task order calls for the Contractor to furnish important services in support of the design of [specify activity] (the "Activity"). 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 OTHERWISE, THE IMPLEMENTATION SERVICES FOR THE ACTIVITY, EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER A SEPARATE TASK ORDER ISSUED UNDER THIS CONTRACT,** unless the Head of FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the 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 task order.

H.13 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (EVALUATION SERVICES)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific 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 OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID**

ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of any other company in performing this evaluation, the contractor must agree with the other company to protect its 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.

Task Order Clause

This task order calls for the Contractor to furnish important services in support of the evaluation of [specify contractor or activity]. 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 OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the 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 task order.

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in section I.1 of this contract. By accepting this contract, the contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

H.15 AIDAR 752 - FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.16 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 PERSONNEL (DEC 1990) (incorporated by reference in section I) and AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990) (incorporated by reference in Section I), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall therefore present to the Contracting Officer 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 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/Task Order. At least one week prior to commencement of approved international travel, the Contractor shall notify the Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival. The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.17 REPORTING OF FOREIGN TAXES

(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 via email to: USAID, M/CFO/CMP, Cathy Collins**
(EI@usaid.gov)

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

(f) For further information see <https://www.state.gov/m/rm/c10443.htm>

H.18 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)

(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_usaid/disability

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

H.19 GRANTS UNDER CONTRACT

This contract provides in Section C that the Contractor may award and manage grants on behalf of USAID. For Grants under Contract (GUC), the General Counsel or Regional Legal Advisor and the Contracting Officer must provide clearance/approval and **advance written approval from the Head of the Contracting Activity (HCA)/Procurement Executive (PE) must be obtained prior to Task Order award.**

The HCA approval is required to authorize 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 302.3.4.8 are met. For non-US organizations, the ceiling is \$250,000. In addition, total GUCs shall not exceed two percent (2%) of the shared ceiling for all STARR awards.

If USAID does not provide them, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, Contracting Officer approvals, etc.). If the grants formats and field guide are not provided before award to the Contracting Officer, the contractor shall obtain approval from the Contracting Officer within 60 days after award. 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 task order close-out.

All grants must be closed out no later than the end date of the task order. Reporting requirements shall be in accordance with Section F. The grant program under the GUCs authority must meet the following conditions:

- The total value of an individual grant to a U.S. organization must not exceed \$100,000. For non-U.S. organizations, the ceiling is \$250,000.
- It is not feasible to accomplish USAID objectives through normal USAID contract and grant awards because either
 - Executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or
 - The grant program is incidental and relatively small in comparison to the other technical assistance activities of the contractor.
- USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.
- USAID must ensure that the requirements that apply to USAID-executed grants will also apply to grants that a USAID contractor executes.

- USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

USAID does not authorize contractors to execute or administer cooperative agreements on its behalf. Nor does USAID require HCA approval when a contractor will only be managing or administering grants already awarded by USAID.

H.20 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a 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 subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.21 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.22 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (ADS 302)

(a) The contractor must provide a comprehensive list of all offered specific electronic and information technology(EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.23 ADS 302.3.5.13 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY2007)

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

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

(c) The contractor is required to include this provision in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.24 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION - TRAFFICKING IN PERSONS ACQUISITION (MAY 2007) (AAPD 07-03)

(a) 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. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

H.25 ENVIRONMENTAL COMPLIANCE

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

In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern. No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

An Initial Environmental Examination (IEE) has been approved for the program funding this Request for Proposals. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau

Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

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

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

When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:

Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness. Integrate a completed EMMP or M&M Plan into the initial work plan. Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.26 DISCLOSURE OF INFORMATION

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" 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.

Unless otherwise stated, all clauses and provisions in this contract apply to task orders. Clauses and provisions remain applicable throughout the terms of the contract and task orders.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-14	DISPLAY OF HOTLINE POSTERS	DEC 2007
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2007
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	NOV 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	JUL 2010
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.211-5	MATERIAL REQUIREMENTS	AUG 2000

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) (continued)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-18	ORDERING	OCT 1995
52.216-19	ORDER LIMITATIONS	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995
52.216-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM --TARGETS	OCT 2000
52.216.25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING	Oct 2010
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION	APR 2011
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	DEC 2010
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR -- COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2004
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY VETERANS	SEP 2010

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	OCT 2010
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) (CONTINUED)		
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS	
	VETERANS	SEPT 2010
52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT	
	REPORTING REQUIREMENTS	SEPT 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE	
	NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
	ALTERNATE I	AUG 2007
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	CONTRACTOR POLICY TO BAN TEXT	
	MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008
	PURCHASES	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION	FEB 2000
	AND TRANSLATION OF CONTRACT	
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED	MAR 2008
	OPERATIONAL AREA OR SUPPORTING A	
	DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE	
	UNITED STATES	
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED	
	ACTIVITIES TO IRAN-CERTIFICATION	NOV 2011
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	DEC 2007
	AND COPYRIGHT INFRINGEMENT	
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE	APR 1984
	(DEFENSE BASE ACT)	
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD	APR 1984
	INSURANCE	
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER	OCT 2003
	--CENTRAL CONTRACTOR REGISTRATION	
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-2	SERVICE OF PROTECT	SEP 2006
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT	OCT 2004
	CLAIM	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO	AUG 2003
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) (CONTINUED)		
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>

	FOREIGN NATIONALS	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE	AUG 2003
	PAYMENTS TO FOREIGN NATIONALS	
52.242-4	CERTIFICATION OF FINAL DIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

The clauses listed below apply to specifically to FFP Task Orders under this IQC:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.243-1	CHANGES – FIXED-PRICE	AUG 1987
52.243-1	CHANGES – FIXED-PRICE (ALT I)	APR 1984
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	AUG 2010
52.253-1	GOVERNMENT GENERATED FORMS	JAN 1991

The clauses listed below apply specifically to CPFF Task Orders under this IQC:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
52.216-8	FIXED FEE	JUN 2011
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	OCT 2010
52.246-3	INSPECTION OF SUPPLIES COST-REIMBURSEMENT	MAY 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB 1997
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984

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<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.227-14	RIGHTS IN DATA	OCT 2007
752.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	(undated)
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	(undated)
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	OCT 2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	(undated)
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 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
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
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 2009

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

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

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

“Full cooperation”—

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

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

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall—

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

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

(3)

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

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

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

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractor’s internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor’s internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor’s code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and special requirements of Government contracting, including—

- (1) Monitoring and auditing to detect criminal conduct;
- (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

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

I.3 52.209-7 Information Regarding Responsibility Matters (Jan 2011)

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

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

- (1) Any order for a single item in excess of \$20,000,000;
- (2) Any order for a combination of items in excess of \$20,000,000;

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

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

I.5 52.222-50 Combating Trafficking in Persons (Feb 2009)

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

“Coercion” means—

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

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

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

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.6 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contractor Officer's Technical Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the COR, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@dec.cdie.org; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged. (v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0. (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible. (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

I.7 AIDAR 752-7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

(b) *Prohibition on Abortion-Related Activities.*

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

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

(c) The contractor shall insert this provision in all subcontracts.

I.8 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- (a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
- (c) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

- END OF SECTION I -