Request for Proposal (RFP)
No. DR-2021-001
Supply Chain Management Strengthening in the Dominican Republic

Introduction:
The USAID global Local Health System Sustainability Project (LHSS) helps low- and middle-income countries transition to sustainable, self-financed health systems as a means to support high performing health systems. The LHSS activity in the Dominican Republic will work to strengthen the HIV supply chain management at the site and above site levels.

Abt Associates is the Prime Contractor and implementer of LHSS, USAID funded Task Order Contract 7200AA180023/7200AA19F00014, and anticipates awarding a Cost-Plus Fixed Fee subcontract as a result of this solicitation but reserves the right to determine the subcontract type based on the final scope of work.

This RFP does not obligate Abt to make any award nor does it commit Abt to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Abt reserves the right to reject any and all offers at its sole discretion, if such action is considered to be in the best interest of Abt or the Project. The Offeror should submit its best proposal initially as Abt intends to evaluate proposals and may make an award without discussions.

Questions Deadline
The deadline for receiving RFP questions is March 24, 2021.

Offer Deadline:
The deadline for receiving proposals is March 30, 2021.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

Submission of Offers:
Separate technical and cost proposals must be submitted both electronically no later than March 30, 2021 to: julie_collins@abtassoc.com

Electronic submissions shall include up to [4] attachments per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft environment. Offerors must not submit zipped files.

General Requirements:
To be determined responsive, an offer must include all documents and sections included in Section 1 and address all items listed in the Scope of Work (Section 4).

This RFP contains the following sections:

1. Proposal Conditions
2. Delivery of Proposals / Award of Contract
3. Evaluation and Basis of Award
4. Scope of Work
5. Security requirements: project information and data security
1. Proposal Conditions
Offerors are expected to review, understand, and comply with all aspects of this RFP. Offerors must be in compliance with local law and duly registered to conduct business within the Dominican Republic.

All received proposals will be assessed on a competitive basis using a trade-off or best value evaluation methodology as described in the in Section 3.

Offerors or proposals must, include the following sections:

1.1 Cover Letter
All offers must include a cover letter, signed by an authorized representative of the company, stating their intent to bid and asserting that all proposal elements will remain valid for 60 days after submission. The letter shall also include the following information:

i. Name of the company or organization
ii. Address (Physical and Mailing)
iii. Contact information of person authorized to negotiate for the Offeror, including telephone number and email address
iv. Full names of members of the Board of Directors and Legal Representative (if applicable)
v. Official bank account information
vi. Other required documents that shall be included as attachments to the cover letter:
   a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the Offeror is registered.
   b) Copy of company tax registration, or equivalent document
   c) Other evidence of legal eligibility to provide services in Dominican Republic (for non-Dominican firms).

1.2 Technical Proposal
The technical proposal shall be up to 15 pages (using Times New Roman 12 point font) and comprise the following parts:

- Part 1: Technical Approach (10 pages). The Offeror should describe how the Scope of Work (section 4) will be implemented and the deliverables provided. The technical approach should address the requirements and assumptions provided in section 3 (Evaluation and Basis for Award) and section 4 (Scope of Work). The technical approach should be organized along the technical selection criteria listed in the table in section 3.1 of this RFP and should include timeline showing the approximate dates when activity milestones will be met and deliverables will be submitted for approval.

- Part 2: Firm Experience and Past Performance (2 pages): The Offeror should provide corporate capabilities and past performance experience describing how your firm’s past experience makes you uniquely qualified to execute the work outlined in the scope of work (section 4). At a minimum the Offeror shall demonstrate:
  - Extensive knowledge of supply chain management
  - Research experience.
  - Capacity to undertake multiple data collection efforts simultaneously
• Proven skills in managing information-gathering logistics, including the ability to recruit experienced field staff
• Demonstrated experience sensitizing and engaging relevant government entities in supply chain management and HIV procurement activities
• Excellent documented knowledge of secure data management
• Proven capacity to analyze data, write reports and produce excellent finished products
• Demonstrated knowledge of and adherence to internationally recognized ethical research policies and procedures
• Proven application of various data quality assurance procedures
• Good interpersonal relationships from proposed staff and enumerators
• Ability to communicate effectively and clearly in verbal and written English

**Part 3: Staffing Plan (3 pages):** The Offeror’s plan should provide detail on how and when progress will be communicated throughout each phase of research including planning, data collection, analysis, and reporting. The plan should also identify the Key Personnel who will be responsible for carrying out the work and submitting the deliverables described in the Scope of Work (section 4). Key personnel shall not be substituted without formal approval from Abt Associates. The Offeror should also designate other personnel deemed critical to the successful implementation of this scope of work. The staffing plan should include:

- A percentage of time spent on this activity per each Key Personnel identified.
- A description of roles and responsibilities for any additional proposed Personnel.
- A timetable of implementation project.
- An updated CV for each Key Personnel identified shall be included as an Annex in the Technical Volume. Key Personnel CVs will not count against the page limitation. Please only submit CVs (three page maximum) for Key Personnel. CVs should include 3 references with contact information.

The sections of the technical proposal stated above must respond to the detailed information set out in the scope of work of this RFP, which provides the background, states the scope of work, and describes the requirements.

Cost information shall not be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal.

**1.3 Cost Proposal**

The cost proposal must include all costs associated with implementation of the technical proposal. All costs shall be proposed in Dominican Pesos (DOP) currency.

Abt anticipates awarding a Cost-Plus Fixed-Fee subcontract (a draft agreement is attached as Annex 2) but reserves the right to determine the subcontract type based on the final scope of work. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose price analysis, offerors must provide a detailed cost budget which includes line items for labor and any Other Direct Costs proposed, as well as any other usual and customary costs that would apply. A budget template has been provided along with this RFP as Annex 1.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of each line item. Supporting information may be requested to allow for a complete analysis of each
cost element or line item. Abt reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror’s proposed cost.

Cost information must only be shown in the cost proposal.

Cost Proposals must include the following elements:

- Unburdened daily rates for each category of personnel proposed. Please note that LHSS must abide with the Local Compensation Plan for the Dominican Republic so any proposed employee daily rates must not exceed the LCP maximum rates.
- Employees and consultants should be assigned to a labour category based on minimum qualifications outlined in the budget template (Annex 1).
- Any administrative costs and/or taxes, including ITBIS.
- Any supplemental supplies and/or commodities necessary to implement the SOW.

Validity Period
Offeror’s proposal cover letter must clearly state that the proposal remains valid for 60 calendar days after the proposal submission.

2. Delivery of Proposals/Award of Subcontract:
Any questions regarding the above or any other part of this RFP should be directly addressed to julie_collins@abtassoc.com by or before March 24, 2021. Responses to all questions will be provided to all bidders in order to insure a fair process.

All proposals must be received electronically julie_collins@abtassoc.com no later than 5:00pm (local time) on March 30, 2021.

3. Evaluation and Basis of Award
An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Abt.

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered approximately equal to cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

3.1 Technical Proposal Evaluation Criteria
In evaluating proposals, Abt will use the following evaluation criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Sub-criteria Points</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm (Capability Statement)</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>1a Firm’s capability statement including organizational profile, areas of expertise and years of experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Evaluation Criteria</td>
<td>Sub-criteria Points</td>
<td>Total Points</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>1b Experience interacting with key stakeholders in national and departmental levels of the government of the Dominican Republic.</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

2. Technical Approach and Methodology

<table>
<thead>
<tr>
<th>Sub-criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a Demonstrated understanding of the SOW</td>
<td>15</td>
</tr>
<tr>
<td>2b Proposed approach for implementation</td>
<td>30</td>
</tr>
</tbody>
</table>

3. Staffing

<table>
<thead>
<tr>
<th>Sub-criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Proposal provides details (qualifications, areas of expertise, years of experience) about staff</td>
<td>30</td>
</tr>
</tbody>
</table>

Total Technical Proposal 100

Negotiations

Best offer proposals are requested. It is anticipated that an award will be made solely on the basis of the original offers received. However, Abt reserves the right to request clarifications prior to award. Furthermore, Abt reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit revised cost and technical proposals during a competitive range.

4. Scope of Work

4.1 Overview

The Local Health System Sustainability Project (LHSS) under the USAID Integrated Health Systems IDIQ helps low- and middle-income countries transition to sustainable, self-financed health systems as a means to support universal health coverage. The project works with partner countries and local stakeholders to reduce financial barriers to care and treatment, ensure equitable access to essential health services for all people, and improve the quality of health services. Led by Abt Associates, the five-year, $209 million project will build local capacity to sustain strong health system performance, supporting countries on their journey to self-reliance and prosperity.

4.2 Activities in Dominican Republic

Through the Local Health System Sustainability Project (LHSS) Dominican Republic Activity, USAID will strengthen the Government of the Dominican Republic’s (GoDR) capacity to sustainably manage quality HIV prevention and services, to drive achievement of the country’s commitment to achieve UNAIDS 95/95/95 targets by 2030. The LHSS activity in the Dominican Republic (DR) will work with the GoDR to advance greater local ownership of HIV prevention and control, and to strengthen supply chain mechanisms for HIV-related commodities. LHSS will provide technical assistance and training to various agencies within the GODR and selected NGOs (which operate some of the PEPFAR supported facilities) to improve HIV supply management, focusing on quantification, warehousing, distribution, pharmaceutical management and appropriate use of the national logistics management information system (SUGEMI), at the national and sub-national levels.

4.3 Offeror Responsibilities

The Offeror will be responsible for:

Site Level Activities

Activities at the site level include technical assistance provided directly or indirectly to PEPFAR
supported sites, including USAID and CDC supported sites (approximately 37 HIV services).

1. **Strengthening HIV supply chain performance.** The Offeror will support new sites included in the PEPFAR supported network. Stakeholders for this activity are the Directorate of Medicines and Supplies at National Health Service and Regional Health services and facilities.

   a. **Baseline assessment:** The Offeror will conduct a baseline assessment to document the situation of the regional warehouses, inventory management and supply chain operations in the new PEPFAR supported facilities. The tasks included in this activity are:

      - Develop the assessment protocol.
      - Data collection.
      - Develop a facilities assessment report documenting status of inventory management and supply chain operations.

   b. **Training of personnel:** The Offeror will train logistic managers in all PEPFAR sites in the implementation of the SUGEMI SOPs, as the best strategy to improve the performance of HIV supply management. Develop an auto-instructional course to facilitate the delivery to all personnel, including those out of PEPFAR prioritized areas. The tasks included in this activity are:

      - Design an auto-instructional course.
      - Validate and pilot training modules.
      - Implement the training course.

2. **Development of operational tools for implementation of differentiated interventions.**

   The Offeror will develop Standard Operating Procedures (SOP) for the Community Dispensation of ARV, according to the international supply chain management standards and SUGEMI. A GODR (MOH and NHS) official approval of the guidelines and SOP is required before the implementation. Stakeholders for this activity are the Directorate of Medicines and Supplies at National Health Services, the HIV National Directorate at the MOH (DIGECITSS), and PEPFAR implementing partners. The tasks included in this activity are:

   a. Analyze the community dispensing of ARVs authorized under the recent updated national HIV policy framework.
   b. Develop and validate of SOPs.
   c. Pilot test at selected sites and partners and adjustment.
   d. Train personnel.

3. **Monitoring and evaluation.** The Offeror will monitor and evaluate the ARV availability and performance of new and old PEPFAR supported facilities, based on the changes in the baseline indicators. Monitoring data will come from the SUGEMI information system and supply chain dashboard and selected supervision visits to new PEPFAR supported sites and those that have been identified as underperforming facilities. Based on the analysis of monitoring indicators, the Offeror will conduct gap closing and mentoring meetings, as needed. Stakeholders for this activity are DIGECITSS, Directorate of Medicines and Supplies at National Health Service, and Regional Health Services and facilities. The tasks included in this activity are:

   a. Collection and analysis of monitoring data.
b. Gap closing interventions / meetings.

c. Reports of the performance of PEPFAR supported facilities.

4. **FAAPS prescription / dispensing module.** The SUGEMI information system does not record information on prescription and dispensation to individual users of ARVs (or any other product). This information should be linked to nominal and clinical information systems, such as the one used for HIV clinical follow up (FAAPS/ SIRNAI). The Offeror will support the development and implementation of the prescription and dispensation module of FAAPS. A baseline assessment is needed to determine need of information and the capacities of the system to collect, process and use of the information. The structure of the application must be validated by national counterparts and piloted. Stakeholders for this activity are the Directorate of Medicines and Supplies, Strategic Information Directorate and facilities. The tasks included in this activity are:

   a. Conduct a baseline assessment and feasibility analysis.
   
   b. Present and validate structure and information flow.
   
   c. Develop a final report including a summary of the rapid baseline assessment, the conceptual design of the prescription / dispensing module (structure, costs, information flow, requirements), and an implementation plan.

Above Site Level Activities

Above site level activities are those directly implemented at strategic (central) levels to facilitate the operations at the PEPFAR prioritized areas, and -indirectly- at the entire national system for the provision of HIV services.

5. **Development of an HIV Procurement and Supply report and analysis system.** The SUGEMI information system produces periodic information on the distribution and availability of HIV products. This information is often insufficient for a timely and accurate decision making to prevent stockouts, as have been demonstrated in previous years. The Offeror will develop a graphic and interactive on-line application (dashboard) for the analysis of HIV procurement status and supply management by procurement and supply chain decision makers. This tool should generate monthly reports on the consumption and availability of HIV products and the tracking of procurement orders. The Offeror will also promote and facilitate virtual meetings with stakeholders for the analysis of this information to concur on early courses of action to prevent overstocks or stockouts. Stakeholders for this activity are the Directorate of Medicines and Supplies, Strategic Information Directorate and DIGECITSS. The tasks included in this activity are:

   a. Develop an electronic application for ARVs and HIV commodities.
   
   b. Implement a virtual situational analysis and dashboards.
   
   c. Presentation and discussion of monthly analysis.
6. **Quantification and programming for procurement.** The Offeror will support the quantification exercises for the procurement of HIV products in 2022 and will review the quantification of 2021. This exercise will be carried out with the involvement of MOH, SNS, CONAVIHSIDA and PROMESE staff responsible for this activity. Stakeholders for this activity are the Directorate of Medicines and Supplies, Regional Health Services, CONAVIHSIDA and DIGECITSS. The tasks included in this activity are:

   a. Gather and analyze pertaining information.
   b. Review and adjust 2021 quantification.
   c. Develop 2022 quantification / programming report.

7. **Coordination and quarterly reporting.** The Offeror will participate in coordination meetings with USAID officials and Abt supervisors and other partners. The Offeror will submit quarterly reports SUGEMI and PEPFAR supply management indicators and information documenting the progress in the implementation of the activities and eventual bottle necks. The tasks included in this activity are:

   a. Participate in coordination meetings.
   b. Quarterly progress reports.

**Period of Performance:**

The period of performance is expected to begin in April 2021 and ends on August 31, 2021.

4.4 Deliverable and Payment Schedule

Expected program tasks and deliverables are listed below.

<table>
<thead>
<tr>
<th></th>
<th>Deliverables</th>
<th>Estimated Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Workplan</td>
<td>April 10, 2021</td>
</tr>
<tr>
<td>2</td>
<td>2022 quantification report/ programming of HIV products for procurement</td>
<td>May 7, 2021</td>
</tr>
<tr>
<td>3</td>
<td>Facilities assessment report</td>
<td>May 21, 2021</td>
</tr>
<tr>
<td>4</td>
<td>Auto-instructional training course report</td>
<td>June 23, 2021</td>
</tr>
<tr>
<td>5</td>
<td>April – June quarterly report</td>
<td>July 15, 2021</td>
</tr>
<tr>
<td>6</td>
<td>Validated draft of the SOP for ARV distribution</td>
<td>July 30, 2021</td>
</tr>
<tr>
<td>7</td>
<td>FAAPS prescription / dispensation module design and implementation plan</td>
<td>August 27, 2021</td>
</tr>
<tr>
<td>8</td>
<td>Procurement and supply chain dashboard and analysis report</td>
<td>September 17, 2021</td>
</tr>
</tbody>
</table>
5. **Security requirements: project information and a data security**

The following definitions do not override any regulatory or statutory definitions. If there is a conflict between these and regulatory or statutory definitions, the most conservative or restrictive definition shall apply.

A. **Project Information**: Project Information is defined as any data collected, generated, stored, or processed in the performance of the award that is identifiable to an individual or participant. This includes names, addresses, and national identifiers. Some identifiers are more sensitive than others; at the discretion of the funder, Abt, the Abt Institutional Review Board (IRB), and/or the Data Provider, exceptions may be made regarding requirements.

Project Information does not include any ancillary data generated by a support service such as internal accounting data, timesheets, or other data generated during the normal course of business.

B. **De-identified Information**: De-identified data is defined as data that does not contain any identifiers or does not contain enough indirect identifiers to positively identify an individual.

C. **Security Incident**: A security incident is defined as a confirmed or suspected lapse of a security control, procedure, or policy that may or may not result in a security breach. Incidents include a failure to follow proper safe handling of information (as specified in the regulations, this award or the project’s data security plan) or email of information, through an unsecured means, to another project team member.

D. **Security breach**: A security breach is defined as a confirmed or suspected release of Confidential Information to an unauthorized party. This definition will comply with any applicable Federal, state, or local definitions.

The data collected in performance of this contract must comply with all applicable regulations regarding the safeguarding of data. To ensure compliance the Offeror shall follow the requirements set forth herein. However, requirements in this section are not meant to replace or diminish any local security requirement. The Offeror is responsible for identifying, understanding, and implementing any applicable law/requirement.

The Offeror will not provide the data to any other Offeror without the written permission of Abt. In the event that permission is granted, the Offeror will include all local legal requirements in its agreements/contract with the receiving party as applicable.

Disclosure of Project Information (as defined under 8.A above) shall be restricted to those individuals within each Party's organization who are directly participating in performance under this Agreement. Neither Party shall divulge, reproduce, or release Project Information in any form to any third party, without the prior written consent of the data originator.
Neither party shall be liable for disclosure or use of the other Party's Project Information which:

1. Was at the time of receipt otherwise known to the receiving Party;
2. Has been published or is otherwise generally known to the public at the time of its disclosure to the receiving Party or becomes part of the public domain;
3. Is disclosed with the prior written approval of the disclosing Party;
4. Is required by law to be disclosed, but only after the disclosing Party has been notified and has had the opportunity to take appropriate action to protect their legal interest in the Project Information.

The foregoing terms and conditions concerning Project Information shall survive the life of this Agreement.

Breach of Confidentiality of Project Information: The Offeror must document its policies and procedures regarding incident response. Any breach or potential breach of confidentiality, whether through deliberate or inadvertent disclosure of Project Information (defined above) must be reported to Abt within 24 hours. The Offeror will provide an incident response form within 5 business days of the event and, at the conclusion of the incident response process, the final incident response form.

Should a breach of confidentiality occur, Offeror shall, to the extent practicable, mitigate any harmful effect on individuals whose information was accessed or disclosed. Abt reserves the right to terminate this agreement immediately in the event that the mitigation is inadequate.

VII.

- **Access control.** The offeror must implement access control mechanisms to restrict access to Project Information and limit that access to those with a need-to-know. Access controls must include strong identification and authentication procedures including the use of unique identifiers per individual, strong passwords, password expiration, retry lockout, and re-authentication after a period of inactivity not to exceed 30min.

- **Patching.** The offeror must implement procedures to implement patches and other flaw remediation techniques on all devices used to access, process, or stored Project Information. The procedures must meet or exceed industry acceptable guidelines for scope and timeliness of flaw remediation.

- **Malicious code protection.** The offeror must maintain an industry accepted services to identifying and mitigating the effects of viruses, malware, and other types of malicious code on its’ network and devices. The services must be updated on a regular basis.

- **Intrusion Detection/Prevention.** The offeror must employ services that minimize the likelihood of intrusions and detect intrusions into their network when Project Information is stored on a network. For mobile devices, reasonable steps will be taken to prevent the intrusion of mobile devices when using unsecured networks.

- **Encryption at rest.** All Project Information must be stored using AES encryption while on any mobile device. Mobile devices include USB thumb drives/flash memory, laptops, smartphones. Encryption may either be information specific or whole device encryption. If the Project Information is to be accessed on the mobile device such as for editing or viewing, the whole device must be encrypted.
• *Encryption in transit.* The offeror must utilize AES encryption for transmitting Project Information in and out of its environment. Email is strongly discouraged, but may be utilized if a) the project data security plan does not specify otherwise and b) the Project Information has been encrypted with a compliant mechanism and the key/password is provided using another communication method (e.g. telephone).

• *Access to physical media.* The offeror must store all Project Information in a locked cabinet or in a limited access space. Access to the cabinet or space will be limited to those who have a need to access the information. Physical media includes Project Information on paper, USB drives, external hard drives, backup tapes, etc.

• *Data Management.* The offeror will minimize the amount of data sprawl to facilitate accurate data destruction and minimize the risk of security incidents. Upon request, the offeror will be required to list all locations of Project Information.

• *Data Destruction.* At the conclusion of the Agreement, the offeror will destroy all Project Information unless otherwise directed, in writing, by Abt. Physical media must be shredded, burned, or otherwise physically rendered useless per Federal standards. Physical media includes, but is not limited to, USB drives, paper, CD’s, DVD’s, and audiocassettes. Information stored on digital media must be overwritten or otherwise destroyed or rendered unavailable per Federal standards. Abt understands that information may be retained on long-term storage such as on a tape backup. This agreement will survive until all information no longer exists at the offeror. The offeror, after the conclusion of work, may not recover the data or use the data without the written permission of Abt.

• *Data Protection.* The offeror will be responsible for the implementation of activities to comply with the Colombian protection of personal and organizational data obtained in the development of the project.
Part 4: Annexes

ANNEX 1 – BUDGET PROPOSAL TEMPLATE (Attached)

ANNEX 2 – DRAFT SUBCONTRACT
ANNEX 1
BUDGET PROPOSAL TEMPLATE

The Excel workbook template that the Offeror should use to assemble their Cost Proposal has been sent as a separate file along with this RFP.
ANNEX 2
SUBCONTRACT NO. XXXXX
between
ABT ASSOCIATES INC.
and
SUBCONTRACTOR

ARTICLE 1: OVERVIEW

1.1 Prime Contractor:
Abt Associates Inc.(“Abt”)
6130 Executive Boulevard
Rockville, MD 20852
Telephone: (301)347-5000
Subcontracting Officer: Name;
Project Director: Name

1.2 Subcontractor:
Subcontractor (“XXX”)  

1.3 Award Amount:
Cost: $0.00
Fixed Fee: $0.00
Total Not to Exceed: $0.00

1.4 Funded Amount:
Cost: $0.00
Fixed Fee: $0.00
Total Not to Exceed: $0.00

1.5 Effective Date:
XXXXX

1.6 Period of Performance:
Effective Date through XXXXX

1.7 Type of Subcontract:
Cost Plus Fixed Fee

1.8 Contents
ARTICLE 1: OVERVIEW
ARTICLE 2: SCHEDULE
ARTICLE 3: REPRESENTATIONS AND WARRANTIES
ARTICLE 4: GENERAL TERMS AND CONDITIONS
ATTACHMENT A: STATEMENT OF WORK
ATTACHMENT B: BUDGET
ATTACHMENT C: PRIME CONTRACT CLAUSES
ATTACHMENT D: LABOR CATEGORIES

Subcontractor certifies as of the time of award of this Subcontract that neither the Subcontractor, nor its principals, are debarred, suspended, or proposed for debarment by the Federal Government.

Subcontractor hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Subcontract.

FOR SUBCONTRACTOR:
Signature:
Name:
Title:

FOR ABT ASSOCIATES INC.:
Signature:
Name:
Title:
ARTICLE 2: SCHEDULE

2.1 STATEMENT OF WORK

Subject to further specification by the Abt Associates Project Director, Subcontractor will perform the work as shown in Attachment A.

2.2 PROGRESS REPORTS AND DELIVERABLES

Subcontractor shall submit monthly progress reports on or before the 7th of each month electronically to the Project Director. It shall include a breakdown of hours worked by individual as well as a general narrative description of the activities undertaken during the month.

Within ten (10) days after receipt of any deliverables, the Abt Associates Project Director or designee will review and furnish Subcontractor with written approval or disapproval and, as needed, with additional requests for clarification or revisions to make the product acceptable. Subcontractor shall submit a product that conforms to these acceptance standards. Within ten (10) days after the Subcontractor has received written disapproval of the deliverables and/or requests for clarification or revisions, the Subcontractor will submit a revised document.

Subcontractor shall submit deliverables as shown in Attachment A. For deliverables requiring Client approval (in whole or in part), Abt Associates may render final approval or disapproval, or may request further clarification or revision, within ten (10) days of receipt by Abt Associates of comments by the Government, and Subcontractor will submit any requested clarification or revision within ten (10) days of receipt of such request.

The Subcontractor understands that Abt Associates will act as the official liaison to the Client and other interested parties with regard to this Subcontract.

2.3 PERIOD OF PERFORMANCE

The period of performance of this Subcontract has a (##)-year (## month) Base Period from [date] to [date], with ## ## month Option Periods:

<table>
<thead>
<tr>
<th>Base Period:</th>
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<tbody>
<tr>
<td>Option Period 1:</td>
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<tr>
<td>Option Period 2:</td>
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<tr>
<td>Option Period 3:</td>
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<tr>
<td>Option Period 4:</td>
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</table>

Abt Associates may extend the term of this contract by written notice to the subcontractor within _____ [insert the period of time within which the option may be exercised; usually 30 days]; provided that Abt Associates gives the subcontractor a preliminary written notice of its intent to extend at least ___ days [30 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit Abt Associates to an extension. Option periods will then be effectuated only by written Subcontract modification.

2.4 KEY PERSONNEL

The following individuals are necessary to the performance of this Subcontract and shall be assigned to it:

[NAMES]

In the event that key personnel becomes unavailable for assignment under this Subcontract, or is unable to commit the level of effort anticipated without substantial deviation (more than 10 percent of the agreed upon
level of effort), the Subcontractor shall immediately provide written notification to the Abt Associates Subcontracting Officer, with a copy to the Project Director. The written notification should provide a minimum of thirty (30) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit Abt Associates to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by the Subcontractor without prior written consent of the Abt Associates Project Director or designee, through the Subcontract Administrator. Such consent shall be given in a timely fashion and not be unreasonably withheld. A bi-lateral modification to the Subcontract Agreement shall document the agreement to the change in key personnel.

2.5 ALLOWABLE COST AND PAYMENT

A. Award Amount

It is estimated that the total cost to Abt Associates for full and satisfactory performance of this Subcontract shall be $xxx, of which $xxx represents the estimated reimbursable cost and $xxx represents the fixed fee.

Subject to FAR Clause No. 52.216-7 (Allowable Cost and Payment), 52.216-8 (Fixed Fee), and 52.232-20 (Limitation of Cost), the total allowable cost of this Subcontract shall not exceed $xxx, of which $xxx represents the estimated reimbursable cost and $xxx represents the fixed fee (see budget in Attachment B), unless authorized in writing by the Abt Associates Subcontracting Officer. Abt Associates may withhold five percent (5%) of the amount due under this paragraph. The amount withheld shall be retained until the execution and delivery of a release by the Subcontractor.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>***</td>
<td>***</td>
</tr>
<tr>
<td>Option Period I</td>
<td>***</td>
<td>***</td>
</tr>
<tr>
<td>Option Period II</td>
<td>***</td>
<td>***</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>***</td>
<td>***</td>
</tr>
</tbody>
</table>

[FOR SEVERABLE CONTRACTS] A Summary of the ceilings applicable to each Subcontract period is included below:

Funds shall be utilized for the authorized period only and cannot be carried over to a different period. Abt Associates shall not be obligated to pay in excess of the ceiling amount for each period.

B. Funded Amount

Within the total award amount specified above, subject to FAR Clause 52.232-22 (Limitation of Funds), the funds currently obligated and available for payment shall not exceed $xxx. The Subcontractor shall not exceed the Labor and Other Direct Cost amounts stated without prior authorization, in writing, from the Abt Associates’ Subcontracting Officer. Payment by Abt Associates under this Subcontract will not, in the aggregate, exceed this amount. Subcontractor shall notify the Abt Associates Subcontracting Officer (with a copy to the Project Director) if any task is anticipated to exceed the budget provided for that task by more than 10%.

Whenever Subcontractor has reason to believe that the total allowable cost to Abt Associates will be greater than the funds currently allotted, Subcontractor shall notify Abt Associates in writing. Subcontractor shall notify Abt Associates in writing when the aggregate of expenditures plus outstanding

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commitments and liabilities is equal to seventy-five percent (75%) of the funds currently allotted to this Subcontract.

It is understood by both parties that this Subcontract is entered into and the obligation of funds is made based upon the Federal Government appropriation in the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this agreement, or should the scope of the work or Statement of Work be redirected by the Government so as to affect the work envisioned to be subcontracted, Abt Associates shall have the right to renegotiate this Subcontract or to effect a termination pursuant to Section 4.6 of this Subcontract, entitled "Termination for Convenience."

C. Reserved

D. Claims for Reimbursement and Payments

Invoices shall be submitted in a timely manner. Subcontractor shall submit monthly invoices for services performed within 15 days following the month in which the services were rendered.

Invoices shall be submitted electronically to Accounts_Payable@abtassoc.com, copying the Abt Project Director listed in Section 1.1 of this Subcontract.

If required by Subcontractor policies and procedures, invoices may also be submitted in hard copy to:

Accounting Department
Subcontract No. XXX
(CLIENT/Project)
Abt Associates Inc.
10 Fawcett Street
Cambridge, MA 02138

To constitute a proper invoice, it must be numbered consecutively, signed, and shall include the following information and/or attached documentation:

- Subcontractor name, invoice number, and invoice date;
- Name, title, phone number and complete mailing address of the responsible official;
- Period covered by the invoice;
- Work Order number
- Prime Task Order Name and Number (see Section 1.9 above)
- Number of days by individual and associated labor category (as categorized in the budget in Attachment B) by task, for the billing period, as well as cumulatively;
- Fringe Benefits;
- Indirect Costs
- Technical Professional LOE (days) by labor category and level by period and cumulative
- Fee %
- Total (both for the billing period and cumulatively) of Other Direct Costs and Travel (including related receipt requirements) incurred during performance of the Subcontract;
- Total Cost; and
- Total amount invoiced (both for the billing period and cumulatively for that Work Order).
- Itemized list of reimbursable expenses (Subcontractor may be requested to provide receipts to substantiate claimed expenses for reimbursable expenses in excess of $75.00)

The Subcontractor shall include in its monthly invoices the costs of allowable materials incurred during performance of the Subcontract, including detail for all approved travel expenses. The Subcontractor agrees to furnish data and supporting documentation which the Abt Associates Project Director or designee may request on costs expended or accrued under this Subcontract.
Note: Invoices shall not include sensitive or protected information such as PII or PHI.

All payments to the Subcontractor shall be made within thirty (30) days from receipt of a properly completed invoice, subject to: 1) receipt and acceptance of required deliverables; 2) timely, complete and satisfactory performance of the work; and 3) appropriate supporting documentation for the invoice, as detailed above.

E. Fixed Fee

Fifteen (15) percent of the fixed fee set for in this Article may be withheld and set aside as a reserve to protect the interests of Abt Associates and the Client. Withholdings will occur after eighty-five (85) percent of the fee has been paid.

On receipt and approval of the invoice or voucher designated by the Subcontractor on the “completion invoice” or “completion voucher” and upon compliance by the Subcontractor with all the provisions of this Subcontract, Abt Associates will promptly pay to the Subcontractor any balance of allowable costs, and any part of the fixed fee, which has been withheld pursuant to C.1 above, or otherwise not paid to the Subcontractor. The completion invoice or voucher shall be submitted by the Subcontractor promptly following completion of the work under this Subcontract in accordance with section 2.5H, below.

This Subcontract is subject to a reduction in fixed fee for illegal or improper activity as specified in FAR Clause No. 52.203-10 (Price or Fee Adjustment for Illegal or Improper Activity).

F. Allowable Costs

Allowable costs shall be determined in accordance with the terms and conditions of this Subcontract and FAR Subpart 31.2, subject to the following guidelines and limitations, and provided that the Subcontractor shall not be entitled to recover any cost which is disallowed by the Client.

1. Indirect Cost Rates

All indirect costs shall be reimbursed at the following rates:

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Period</th>
<th>Rate</th>
<th>Base</th>
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<td></td>
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</table>

Abt Associates will not be obligated to pay any additional amount above the indirect rates shown here without sufficient documentation to support the proposed change(s). These rates may be revised by amendment to this Subcontract only if Subcontractor furnishes Abt Associates with suitable written evidence of the revised rate(s).

Nothing in this clause shall supersede FAR Clause No. 52.232-20 (Limitation of Cost) and the notification requirements hereunder.

2. Travel Costs

Travel costs shall be reimbursed for all Abt pre-approved reasonable and appropriate travel incurred directly and specifically in the performance of this Subcontract. Authorized travel expenses shall be reimbursed in accordance with the Federal Travel Regulations (FTR), including daily per-diem rates, published by the General Services Administration (GSA), in effect at time
of travel. Travel under this Agreement may be further restricted by the regulations included in Attachment C, Applicable Prime Contract Clauses. In accordance with Federal Travel Regulation §301-11.25, Subcontractor will provide receipts to substantiate claimed travel expenses for lodging, as well as any expenses incurred in excess of $75.00.

3. **Prior Authorization of Certain Direct Costs**

Prior authorization, in writing, by the Abt Associates Subcontracting Officer or authorized representative is required for the following costs. Their incurrence with the intent of claiming reimbursement as direct costs under this Subcontract shall therefore be at the Subcontractor’s own risk, if without such prior authorization.

(a) Any lower-tier Subcontract; Subcontractor shall not assign this Subcontract, in whole or in part, or assign the right to receive any payments coming due hereunder, without prior written consent of Abt Associates, and Abt Associates’ consent to such assignment shall not relieve the Subcontractor of any liability for the full and complete performance of this Subcontract. Lower-tier subcontracts included in the Subcontractor’s Proposal and included in Attachment B, Budget, shall be considered pre-approved.

(b) Utilization of Consultants and Other Direct Costs. Subcontractor shall furnish the Abt Associates Project Administrator information concerning the need for such consultant services and the reasonableness of the fees to be paid to any consultants not included in Subcontractor’s budget. Subcontractor shall also furnish the Abt Associates Subcontracting Officer information concerning the need for equipment, property, or any other Direct Cost not included in Subcontractor’s budget.

(c) International Travel. All Subcontractor International travel. International travel plans must be submitted for approval at least three weeks prior to the date that the contemplated travel is scheduled to take place. In accordance with 752.7032

(d) Purchase of all non-expendable property. Non-expendable property is defined as property which is complete in itself, does not lose its identify or become a component part of another article when put into use; is durable with an expected life of two years or more; and which has a unit cost of more than $500.

(e) Acquisition of information technology as defined in Limitation on Acquisition of Information Technology (Deviation Nos. M/OAA-DEV-FAR18-2C AND M/Oaa-DEV-AIDAR-18-2C) (APRIL2018)

(f) ADDITIONAL PERSONNEL APPROVALS. Personnel named it Attachment B are considered approved. For additional personnel, if any, the Subcontractor shall submit the following to the Project Director, Director of Operations and Finance, and or designee to obtain prior approval for all personnel:

1. For technical concurrence and labor category approval, the Subcontractor must submit a recent CV and proposed Labor Category and level (see attachment D for definitions) .

2. For personnel rate approval, the Subcontractor is required to submit an Employee Biographical Data Sheet (“EBD”) which is available at (https://www.usaid.gov/forms/aid-1420-17) or If the EBD does not sufficiently justify the proposed rate, per review by Abt Associates, the Subcontractor must provide a written justification. The Subcontractor shall be responsible for verifying the salary history, education and work experience of any employee, agent, consultant or representative assigned to perform work under the Subcontract. The Subcontractor’s signature on the
EBD will constitute certification of the verification process. Once the rate is approved, the rate may not be increased except as part of Subcontractor’s annual increases as part of its personnel policies; any increase must be communicated to Abt Associates and must conform to limitations on increases included with the provisions of this agreement. If the Subcontractor wishes to submit personnel for a position not included in the Work Order Budget, they must provide a written justification and revised budget showing that the additional position will not cause them to exceed their Work Order funded amount or ceiling.

(g) Cost of repatriation or fielding of departing or replacement of personnel serving overseas who are discharged for misconduct, inexcusable nonperformance, or security reasons

G. Disallowed Costs

In the event that the Client or any other cognizant agency (a) disallows any costs for which Abt Associates has reimbursed Subcontractor hereunder, or (b) reduces the costs payable to Abt Associates under the Subcontract as a result of (i) any defective cost or pricing data submitted by Subcontractor or (ii) any adjustment under any Cost Accounting Standard or cost accounting practice disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay to Abt Associates the amount of any such disallowance or reduction. If Subcontractor fails to make prompt payment of such amounts after Abt Associates’ written request therefor, Abt Associates may withhold such amounts from any other sums then due and payable to Subcontractor under this Subcontract.

Furthermore, Subcontractor warrants to Abt Associates that it will hold Abt Associates harmless as a result of any damages or losses Abt Associates suffers resulting from the inaccuracy, incompleteness, or lack of currency of any cost or pricing data submitted to Abt Associates or the Client in support of this Subcontract and any proposal, response or offer preceding it.

H. Closeout Procedures

In order to expedite final payment to the Subcontractor, following completion of this Subcontract, Subcontractor shall identify any final amounts due under this Subcontract as part of its final invoice submission. The final invoice shall be submitted no later than 60 days of completion of the Subcontract.

I. Financial Records

Financial records shall be maintained for three (3) years after final payment of this Subcontract and are subject to audit by Abt Associates or the Client upon request and appropriate notification.

J. Government Property

In accordance with the FAR 52.245-1 (Government Property) and FAR 52.245-9 (Use and Charges) all property purchased with funds authorized under this Subcontract becomes the property of the Client. The Subcontractor shall furnish all information required for Government-furnished or Subcontractor-acquired property to Abt Associates.

The purchase of all Government Property must be done in coordination with, and with the approval of, Abt Associates, in order to be fully compliant with this regulation. Where possible and practical, it is preferred that all Government Property be purchased by Abt Associates.

K. Examination of Records and Audit
The Subcontractor agrees that all approvals which are required by the provisions of this Subcontract shall be preserved and made available as part of the Subcontractor's records which are required to be preserved and made available by the FAR Clause 52.215-2 (Audit and Records – Negotiation) which is hereby incorporated into this Subcontract.

L. Taxes

All taxes applicable to the proceeds received by Subcontractor shall be the liability of Subcontractor, and Abt Associates shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman’s compensation unless required by law. Abt Associates shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by Abt Associates. In accordance with law, Abt Associates shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by Abt Associates to Subcontractor. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Subcontractor’s responsibility to retain copies of expenses incurred during the performance of services under this Agreement for tax reporting purposes. It is the Subcontractor’s responsibility to determine if a value added tax (VAT) is applicable to services provided to Abt Associates, and to timely remit the VAT charged to Abt Associates per the invoicing instructions included in this Agreement. The invoice tendered to Abt Associates for payment shall comply with the applicable local country’s VAT regulations.

M. Withholding Of Subcontract Payments

Notwithstanding any other payment provisions of this Subcontract, failure of the Subcontractor to submit required reports when due, or failure to perform or deliver required work or services, may result in the withholding of payments under this Subcontract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Subcontractor. Abt Associates shall promptly notify the Subcontractor of its intention to withhold payment of any invoice submitted.
ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 ORGANIZATIONAL CONFLICTS OF INTEREST

A. Subcontractor is aware of no known actual or perceived conflicts of interest (as defined in FAR 9.5), or any other fact, circumstance or condition that would delay or interfere with its ability to perform the work contemplated under the Agreement. As a condition of award, Subcontractor agrees to avoid any actual or perceived conflict of interest during the term of this Agreement. Subcontractor agrees to immediately disclose to Abt Associates Inc., any actual or perceived conflict of interest that may arise as a result of its involvement in this Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.

B. The Subcontractor shall use the Client financed resources provided through this Subcontract (including personnel, equipment and facilities) only for activities directly related to fulfilling the scope of work and objectives of the Subcontract and Prime Contract. The Subcontractor shall avoid both the reality and the appearance of any conflict of interest.

3.2 INFRINGEMENT OF CERTAIN RIGHTS

Subcontractor warrants that during the performance of this Subcontract, it will not infringe the copyright, patent, or other property rights of any other person and Subcontractor agrees to defend, indemnify, and hold harmless Abt Associates and the Client from any and all liability which may arise from breach of this warranty.

3.3 SECURITIES TRADING

To the extent that Subcontractor receives material, non-public information about any company in the course of performing this Subcontract, Subcontractor or any of its personnel or consultants will not disclose that information to any person, and shall refrain from purchasing or selling any security issued by that company until the information becomes public.

3.4 COMPLIANCE WITH LAW

Subcontractor warrants its compliance with all laws and regulations governing performance of this Subcontract.

3.5 DEBARMENT OR SUSPENSION

A. In accordance with FAR 52.209-6 (Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment), by signing this Subcontract, Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental 
entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 
(1)(b) of this certification; and

(4) Have not, within a three-year period preceding this application/proposal, had one or more public 
transactions (Federal, State, or local) terminated for cause or default.

B. Subcontractor agrees that it will not knowingly enter into any lower-tier agreement(s) of any type 
under this Subcontract with a person or entity that is listed as an excluded party in the System for 
Award Management. (www.sam.gov)

C. Subcontractor agrees to notify the Abt Associates’ Subcontracting Officer immediately should it learn 
that it or any of its lower-tier Subcontractors come within any of the above-described categories.

3.6 PROCUREMENT INTEGRITY

The Subcontractor warrants that (1) it neither solicited nor obtained bid or proposal information or source 
selection information related to the Prime Contract prior to its award, and (2) it has not offered employment, 
compensation, or anything of value to a current or former U.S. Government Procurement Official who 
participated personally and substantially in the Prime Contract award or any modifications of the Prime 
Contract.

3.7 PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

In accordance with FAR 52.203-11 (Certification and Disclosure Regarding Payments to Influence Certain 
Federal Transactions) and FAR 52.203-12 (Limitation on Payments to Influence Certain Federal Transactions) 
Subcontractor hereby certifies, to the best of its knowledge and belief, that no Federal appropriated funds have 
been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 
any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of 
Congress on its behalf in connection with the awarding of this Subcontract.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the 
Subcontractor with respect to this Agreement, the Subcontractor shall complete and submit, OMB Standard 
Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Subcontractor need 
not report regularly employed officers or employees of the Subcontractor to whom payments of reasonable 
compensation were made.

3.8 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of work under this Subcontract, the Subcontractor agrees not to 
discriminate against any employee or applicant for employment because of race, sex, color, religion, age or 
national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that 
employees are treated during employment without regard to their race, sex, color, religion, age, or national 
origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or 
transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of 
compensation; and selection for training, including apprenticeship. The Subcontractor further agrees to insert 
the foregoing provisions in all lower-tier subcontracts made in connection with the services called for under 
this Subcontract.

3.9 EXECUTIVE ORDER ON TERRORISM FINANCING

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the 
provision of resources and support to, individuals and organizations associated with terrorism. It is the legal
responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier agreements issued under this Subcontract.

3.10 FOREIGN CORRUPT PRACTICES ACT

The Subcontractor hereby acknowledges and agrees that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1.seq, prohibit, inter alia, any person subject to the jurisdiction of the United States from making any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate of a political office for the purpose of obtaining or retaining business for itself, Abt Associates Inc. or any subsidiary or affiliates thereof. The Subcontractor, by signing this Subcontract, hereby certifies that they have not made and will not make any such proscribed payment. In addition, upon the request of Abt Associates Inc., Subcontractor must provide Abt Associates Inc. with a separate, written certificate evidencing compliance with this provision.

3.11 ANTI BRIBERY

By signing this Subcontract, Subcontractor agrees not to give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or anything of value to any employee or official of any government, employee or official of any public international organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any governmental matter. If any of the terms of this clause are violated, Abt Associates Inc. shall have the option to terminate this Subcontract, notwithstanding any other provision of this Subcontract to the contrary. Moreover, the Subcontractor shall forfeit any payments owed to it by Abt Associates Inc. upon an admission or finding that it failed to comply with the terms of this clause.

3.12 STANDARDS OF CARE

Subcontractor represents, warrants, and acknowledges that the services provided under this Subcontract shall be performed in a competent and professional workmanlike manner in accordance with the highest professional and industry standards and will meet the requirements of this Subcontract. Subcontractor represents, warrants, and acknowledges that Subcontractor's personnel are qualified to perform the services and Abt Associates is relying on Subcontractor's representation of its experience and expertise. Upon written notice to Subcontractor, Subcontractor agrees to correct or re-perform any services not in compliance with this standard to the satisfaction of Abt Associates, at no additional cost. This provision will survive expiration or termination of this Subcontract.
ARTICLE 4: GENERAL TERMS AND CONDITIONS

4.1 RELATIONSHIP TO CLIENT

It is understood and agreed by the parties that no contractual relationship is established between the Client and Subcontractor by reason of this Subcontract. All authorizations required from the Client shall be obtained through Abt Associates, and all communications intended for the Client shall be handled through Abt Associates.

4.2 TECHNICAL DIRECTION

Performance of the work under this Subcontract shall be subject to the technical direction of the Abt Associates Project Director, or designee. Such direction may include:

1. Prescribing the details of the Statement of Work in accordance with Section 2.1, and assisting in the resolution of logistical problems;
2. Monitoring technical progress and performing technical evaluation of performance; and
3. Performing technical inspection and acceptance, in accordance with FAR Clause 52.246-5 (Inspection of Services – Cost Reimbursement).

4.3 CHANGES

The Abt Associates Subcontracting Officer has the sole authority to modify the Subcontract. All modifications to this Subcontract must be in writing and signed by both the Abt Associates Subcontracting Officer and an authorized representative of the Subcontractor. No change order shall bind Abt Associates or the Subcontractor unless issued in this manner.

If the Subcontractor at any time believes that any technical direction constitutes a change in the scope of work that would affect the terms of the Subcontract, it shall immediately seek clarification, in writing, from the Abt Associates Subcontracting Officer. Abt Associates shall not be liable for any costs incurred for such changed work unless the change is issued in writing according to the procedures set forth in this Section 4.3. Failure to give prompt notification of changes shall waive the Subcontractor’s right to any claims for equitable adjustments as described in FAR 52.243-2 (Changes-Cost Reimbursement, Alt I).

4.4 NOTICE OF DELAYS

Time is of the essence. Whenever Subcontractor knows or has reason to know that any actual or potential situation is delaying or threatens to delay the timely performance of the work required hereunder, Subcontractor shall immediately provide written notice thereof, including all relevant information with respect thereto, to the Abt Associates Subcontracting Officer and Project Director.

Any such notice shall be informational only and receipt thereof by Abt Associates shall not constitute a waiver by Abt Associates of the delivery schedule, or any of Abt Associates’ rights or remedies hereunder.

4.5 STOP WORK

Abt Associates may, at any time, direct the Subcontractor to stop work in accordance with FAR 52.242-15 (Stop-Work Order - Alt. I) which is incorporated herein by reference, subject to the modifications set forth in Section 4.18, and the following: the term "30 days" in paragraph (b)(2) is changed to "15 days". Total compensation to the Subcontractor shall not exceed costs incurred prior to the stop work order, contingent upon full reimbursement to Abt Associates by the Client for those costs.
4.6 TERMINATION FOR CONVENIENCE

This Subcontract may be terminated for convenience in whole or in part by Abt Associates at any time during the period of its performance.

In the event of termination, Abt Associates shall have the right to take possession of and finish any incomplete work by such means as it sees fit. Abt Associates shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The rights and remedies of Abt Associates in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

4.7 TERMINATION FOR DEFAULT

Abt Associates may, by written notice of default, terminate this Subcontract, in whole or in part, if the Subcontractor fails to deliver the supplies or perform the authorized services specified in this Subcontract. Abt Associates right to terminate this Subcontract, pursuant to the items listed below, may be exercised if the Subcontractor does not cure such failure within ten (10) calendar days (or more, if authorized in writing by Abt Associates) after written notification specifying such failure.

1. Failure to make progress, so as to endanger performance of this Subcontract
2. Failure to perform any other of its obligations under this Subcontract
3. Failure to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or becomes insolvent or makes a general assignment for the benefit of creditors; or if any proceedings are commenced by or against the Subcontractor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute; or if a trustee, receiver, liquidator, or conservator for the Subcontractor is applied for or appointed
4. Failure to notify Abt Associates if it has a known conflict of interest.

If Abt Associates terminates this Subcontract, in whole or in part, it may acquire, under the terms and in the manner Abt Associates considers appropriate, supplies or services similar to those terminated. The Subcontractor will be liable to Abt Associates for all excess costs for those supplies or services. Subcontractor shall continue performance of all Work not terminated pursuant to this section.

If this Subcontract is terminated for default, Abt Associates may require the Subcontractor to transfer title and deliver to Abt Associates, as directed by Abt Associates Subcontract Administrator, any (1) completed supplies; (2) partially completed supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, and information; and (3) contract rights (collectively referred to as “Materials” in this clause) that the Subcontractor has specifically produced, configures, or acquired for the terminated portion of this Subcontract. At Abt Associates direction, the Subcontractor shall also protect and preserve property in its possession in which Abt Associates has a security interest.

Abt Associates shall pay the Subcontract price for services performed and accepted. The Subcontractor and Abt Associates shall agree on the amount for payment of Materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. Abt Associates may withhold from these amounts a sum that Abt Associates determines to be necessary to protect Abt Associates against loss or liability.

Upon the occurrence of any or all of the above by Subcontractor, at its election, Abt Associates shall have the immediate right to do one or more of the following: (a) terminate this Subcontract via written notice; or (b) exercise any or all other rights or remedies provided in this Subcontract and/or available at law or in equity consistent with this Subcontract

4.8 INDEMNIFICATION AND INSURANCE
A. The Subcontractor shall defend, indemnify and hold harmless Abt Associates Inc., its officers, agents, employees, and/or assignees against any liability, claim, damage, suit, or expense (including reasonable attorney fees) claimed against or incurred by Abt Associates based upon or arising out of: (a) the Subcontractor’s and/or its agents’ or employees’ infringement or misuse of a patent, copyright, trademark, or other intellectual property right; (b) the personal injury, bodily injury, death, or any other damage to person or property caused by the Subcontractor’s and/or its agents’ or employees’ negligent acts and/or omissions and/or willful misconduct; (c) the Subcontractor’s and/or its agents’ or employees’ fraud, willful misrepresentation, and/or criminal conduct; (d) the Subcontractor’s and/or its agents or employees’ noncompliance with applicable laws or regulations; (e) the Subcontractor’s and/or its agents’ or employees’ defective cost or pricing data, or noncompliance with applicable cost accounting standards; (f) the Subcontractor’s and/or its agent’s failure to compensate, or comply with any applicable labor standards with respect to the Subcontractor's employees; and/or (g) the Subcontractor's breach of this Subcontract, or any provision, representation or warranty contained in this Subcontract. The provisions of this section shall survive expiration or termination of this Subcontract.

B. In no event shall either party, its affiliates and/or employees or agents be liable, whether in contract, warranty or tort (including negligence or strict liability) for any special, indirect, consequential, multiple or punitive damages of any nature arising out of or in connection with this Subcontract.

C. The Subcontractor shall, at all times during the period of performance of this Subcontract, carry the following amounts of insurance:

1. Commercial General Liability for Bodily Injury and Property Damage in an amount no less than $1,000,000 per occurrence.
2. Workers Compensation and/or Employer’s Liability in accordance with the laws of the governing jurisdiction.
3. Professional Liability for the services provided under this Subcontract in an amount no less than $1,000,000 per occurrence and $1,000,000 in the aggregate. If such coverage is written on a Claims-Made basis, a comparable coverage shall remain in full force and effect for a period of no less than 3 years after the termination of this Subcontract.
4. Automobile Liability, including Non-Owned and Hired, in an amount no less than $1,000,000 per accident.
5. Defense Base Act (DBA) insurance and Medivac insurance as required.
6. Any other insurance coverage required by law.

The required levels of insurance coverage for work performed outside of the United States by non-U.S. subcontractors shall be based on the customary insurance practices in the country of the vendor and the country where the work is being performed, as directed by the Abt Subcontract Administrator.

Upon request, the Subcontractor shall provide Abt Associates with evidence of the above coverages, either in the form of a Certificate of Insurance or copies of the policies. Subsequent to the renewal of such insurances, the Subcontractor shall provide evidence upon request of the renewal of coverage.

4.9 INFORMATION AND DATA

A. Except as provided below, the Subcontractor agrees that all information and data provided by Abt Associates to the Subcontractor will: (1) be used by the Subcontractor only for purposes of Subcontract performance; and (2) not be disclosed to any person except the Subcontractor’s employees or agents who need such information and data in order to perform the Subcontract; and (3) be protected by the Subcontractor through implementation of procedures sufficient to prevent disclosure. The foregoing sentence shall not prevent use or disclosure of information and data which are: (1) in the public domain or publicly known through no fault of the Subcontractor; (2) approved for use or disclosure by the Abt
Associates Subcontracting Officer in writing; or (3) required to be disclosed by a court of competent jurisdiction.

B. The Subcontractor shall not publish or otherwise discuss, except to Abt Associates or to the Client, any reports, data, or information generated or obtained under promise of confidentiality in the course of performing this Subcontract.

C. The Subcontractor shall establish, subject to the approval of the Abt Associates Project Director, or designee, a procedure to protect the confidentiality of all reports, data, or information generated or obtained in the course of performing this Subcontract.

D. In the event Subcontractor is required to collect identical information from 10 or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. shall apply to the Subcontract and Subcontractor shall not expend funds or make any contacts for the collection of data from public respondents until written approval has been received from Abt Associates.

E. The Client and/or Abt Associates shall have an unrestricted right to publish all reports, non-confidential information and data resulting from performance of this Subcontract. In any such publications, authorship credit shall be given to the Subcontractor in a manner consistent with the degree of authorship or contribution.

F. If it is established that information to be utilized under this Subcontract is subject to the Privacy Act, the Subcontractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

G. Rights in data produced or delivered in the performance of this Subcontract shall be determined by FAR Clauses 52.227-14 (Rights in Data - General); which is incorporated by reference in this Subcontract, subject to the modifications set forth in Section 4.18.

H. Neither the confidentiality provision contained in this Agreement, nor confidentiality provisions contained in any existing agreement with Abt Associates Inc. shall be construed to prohibit or otherwise restrict lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

I. Nothing herein shall be construed or interpreted to limit, or in any way restrict, the rights of the Government in regard to information and data it owns or has a right to use, including the right to authorize the Subcontractor’s use of such information and data in direct contracts between the Subcontractor and the Government

J. The provisions of this section shall survive expiration or termination of this Subcontract. Subcontractor shall include the substance of this section in any lower-tier Subcontract.

4.10 DISPUTES

In the event a disagreement or dispute between Abt Associates and Subcontractor relating to or arising from this Agreement cannot be settled or adjudicated informally, Subcontractor and Abt Associates agree that arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL) in effect as of the date of this Agreement, shall be the exclusive means of resolving such dispute, except for any dispute where injunctive relief is necessary to prevent irreparable harm.

Such disputes shall be submitted to UNCITRAL for binding arbitration in accordance with UNCITRAL’s arbitration rules by a single arbitrator. Such arbitration shall be held in Washington DC.
Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or consistent with the laws of the Commonwealth of Massachusetts.

If this Agreement references a U.S. Government contract number, to the extent that the work or services being acquired hereunder are for ultimate sale to the United States Government, the Subcontractor shall not proceed with a direct claim or course of action against the United States Government.

4.11 GOVERNING LAW

This agreement shall be deemed to be a Subcontract made under, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. Claims by either party under this Subcontract shall be decided under the laws of the Commonwealth of Massachusetts.

However, any provision in this Agreement that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government.

4.12 INDEPENDENT CONTRACTORS

Nothing contained in the Subcontract shall be construed to create a joint venture or partnership between the parties. Subcontractor is an independent contractor and is neither an agent nor employee of Abt Associates.

4.13 SEVERABILITY

If any provision of this Subcontract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the Subcontract other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

4.14 NO WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

4.15 ORDER OF PRECEDENCE

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: (1) FAR and DFAR clauses and other Client provisions which, by their terms or by operation of law, are required to be incorporated in the Subcontract; (2) narrative Subcontract provisions; (3) FAR and DFAR clauses incorporated in the Subcontract by reference except those encompassed by (1) above; (4) Prime Contract provisions incorporated in the Subcontract by reference except those encompassed by (1) above; and (5) exhibits and attachments to the Subcontract.

4.16 NOTICES

All notices required or permitted to be given hereunder shall be sufficient if sent in writing via electronic mail, is personally delivered, or is sent by certified mail with return receipt requested and postage prepaid and
addressed to the Abt Associates Subcontracting Officer or to the Subcontractor's Responsible Officer identified on page 1 of this Subcontract.

### 4.17 VENDOR HELPLINE

If you have any concerns or complaints about the manner in which this subcontract was awarded, including whether any ethical issues occurred either by Abt Associates, your organization, or another organization, Abt Associates has a Vendor Ethics and Compliance Helpline. This Helpline supports phone or web-based reporting and also supports anonymous reporting. Any issues reported to this Helpline will be investigated by a member of Abt’s management.

The Vendor Helpline:
- Phone: 888-928-4231
- WhatsApp: 001.201.957.0656
- Web: [http://www.integrity-helpline.com/abtassoc.jsp](http://www.integrity-helpline.com/abtassoc.jsp)

All are available 24 hours a day, 7 days a week.

### 4.18 PROVISIONS INCORPORATED BY REFERENCE

In addition to the clauses incorporated by reference elsewhere in the Subcontract, applicable Prime Contract Clauses and Provisions (Attachment C) are hereby made a part of this Subcontract by reference and are applicable to it with the following modifications:

Where necessary to make the language of the FAR and DFAR clauses applicable to the Subcontract, the term “Contractor” shall mean “Subcontractor,” the term “Contract” shall mean the “Subcontract,” the terms “Government,” “Covered Entity,” “Contracting Officer,” and equivalent terms and phrases shall mean “Abt Associates’ Subcontracting Officer.”

The following instances are exceptions to the general rules as provided above:

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;
2. Where an explicit provision of the Subcontract states a contrary intent;
3. Where access to proprietary financial information or other proprietary data is required; or
4. 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.

Subcontractor shall incorporate these requirements to all lower-tier Subcontracts to the extent required by the terms of the clauses.

No provision contained in a FAR or DFAR clause shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of Abt’s Prime Contract, but rather shall be governed by the “Disputes” provision included in this Agreement.

### 4.19 FORCE MAJEURE

Neither party shall be liable or deemed to be in default under this Agreement for any delay or failure to perform resulting from a force majeure event beyond the control of either party. Force majeure events include but are not limited to: riots, civil disorder, earthquakes, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions not caused by either party.
4.20 ENTIRE AGREEMENT

This Subcontract, together with all attachments and incorporated provisions, shall constitute the entire agreement of the parties, and supersedes all previous and contemporaneous agreements or representations, whether written or oral, with respect to the deliverables and services specified herein.

4.21 SPECIAL PROVISIONS APPLICABLE TO THIS SUBCONTRACT (include as applicable)

A. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Subcontractor certifies that it will not provide covered telecommunications equipment or services under this Agreement. Further, FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is hereby incorporated by reference to this Agreement as modified in Section 4.18 of this Subcontract.

B. COMBATTING TRAFFICKING IN PERSONS (For Subcontracts valued at $500,000 or more and work being performed outside the U.S.)

Abt Associates and its Client have a zero tolerance policy regarding trafficking in persons. To that end, FAR 52.222-50 (Combatting Trafficking in Persons) is incorporated herein. Subcontractor is responsible for reading, understanding and complying with this Clause and all associated reporting and certifications, as modified in Section 4.18 of this Subcontract.

C. PROJECT INFORMATION AND DATA SECURITY –

1. Definitions

The following definitions do not override any regulatory or statutory definitions. If there is a conflict between these and regulatory or statutory definitions, the most conservative or restrictive definition shall apply.

**Project Information.** Project Information is defined as any data collected, generated, stored, or processed in the performance of the Subcontract, including Personally Identifiable Information (“PII”) and/or Protected Health Information (“PHI”) that Abt has a primary responsibility for and/or interest in protecting and is made available or becomes accessible to the Subcontractor and/or any lower-tier subcontractor as a result of performing under this Agreement. Project Information does not include any ancillary data generated by a support service, such as internal accounting data, timesheets, or other data generated during the normal course of business.

**Personally Identifiable Information.** Personally Identifiable Information (PII) is information that is identifiable to an individual or participant or information that distinguishes or can be traced to an individual’s identity. This includes, but is not limited to, social security numbers, names, addresses, national identifiers, Medicare or Medicaid numbers. Some identifiers are more sensitive than others. At the discretion of the Client, Abt, the Abt Institutional Review Board (IRB), and/or the data provider, exceptions may be made regarding requirements.

**Protected Health Information.** Protected Health Information (PHI) is information that relates to the past, present, or future physical or mental health of an individual or the provision of health care to an individual.

**De-identified Information.** De-identified Information is defined as data that does not contain any direct identifiers, or does not contain enough indirect identifiers, to positively identify an individual per the current, best industry practices of data identifiability.
**Security Incident.** A Security Incident is defined as a confirmed or suspected lapse of a security control, procedure, or policy that may or may not result in a security breach. Security Incidents include a failure to follow proper safe handling of Project Information (as specified in the regulations, this Agreement or the project’s data security plan), as well as the email of Project Information through unsecured means.

**Security Breach.** A Security Breach is defined as a confirmed or suspected release of PII or PHI to an unauthorized party. This definition does not diminish or replace any applicable federal, state, or local definitions. In the event that there is a conflict, federal, state, or local definition will supersede.

The data collected in performance of this Agreement must comply with all applicable federal, state, and local regulations regarding the safeguarding of data. To ensure compliance the Subcontractor shall follow the requirements set forth herein. However, requirements in this section are not meant to replace or diminish any federal, state, or local security requirement.

Subcontractor is responsible for identifying, understanding, and implementing any applicable federal, state, or local laws or requirements including, but not limited to, research misconduct and human subjects research regulations. For U.S. Government information and U.S. Government-funded contracts including, but not limited to, FISMA and NIST SP 800 series of requirements.

II. **Institutional Review Board ("IRB") Requirements**

Subcontractor will comply with the requirements of Abt's IRB, its own IRB (if applicable), and the IRB of record (if none of the above) with respect to the protections and protocols applicable to human subjects and their data and will submit to the IRBs any materials requested for continuing IRB oversight, including evidence of complying with training requirements (e.g., human subjects’ research ethics via CITI).

III. **Disclosure of Project Information**

Subcontractor will not provide Project Information to any other subcontractor without the written permission of Abt. In the event that such permission is granted, Subcontractor will include all contractual, federal, state, and local legal requirements in its agreement(s) with the lower tier subcontractor as applicable.

Disclosure of Project Information shall be restricted to those individuals within each Party's organization who are directly participating in performance of this Agreement. Neither Party shall divulge, reproduce, or release Project Information in any form to any third party, without the prior written consent of the disclosing Party.

Neither party shall be liable for disclosure or use of the other Party's Project Information which:

1. Was, at the time of receipt, otherwise known to the receiving Party;
2. Has been published, or is otherwise generally known to the public, at the time of its disclosure to the receiving Party, or becomes part of the public domain thereafter;
3. Is disclosed with the prior written approval of the disclosing Party;
4. Is required by law to be disclosed, but only after the disclosing Party has been notified and has had the opportunity to take appropriate action to protect their legal interest in the Project Information.

If Subcontractor is required to disclose Project Information pursuant to a subpoena or as required by law, the Subcontractor must notify Abt within 24 hours so that Abt may provide appropriate guidance prior to disclosure. The Subcontractor is expected to comply with all legal requests for Project Information.
The foregoing terms and conditions concerning Project Information shall survive the termination of this Agreement.

IV. Breach of Confidentiality of Project Information (including PII and PHI)

Subcontractor must document its policies and procedures regarding Security Incident response. Any Security Breach or potential breach of confidentiality, whether through deliberate or inadvertent disclosure of PII or PHI must be reported to Abt within 60 min of discovery of its occurrence per federal and statutory requirements. A Security Incident that results in a compromise of Project Information must be reported within 24 hours. The Subcontractor will take immediate steps to address the consequential security issues that were identified, including steps to minimize further Security Incidents. Subcontractor will provide an incident response form (Subcontractor may use their form, but it must include, at minimum, the elements of the sample form included in Appendix A) within 5 business days of the event and, at the conclusion of the incident response process, the final incident response form.

Should a Security Breach occur, Subcontractor shall, to the extent practicable, mitigate any harmful effect on individuals whose information was accessed or disclosed. Subcontractor agrees to take industry accepted best practices to mitigate the impact to affected individuals as appropriate for the impact and severity of the breach. The determination of adequacy is at the discretion of Abt, and all costs associated with mitigation and service aforementioned shall be at the expense of the Subcontractor. Abt reserves the right to terminate this agreement immediately in the event that the mitigation is inadequate.

V. Subcontractor's Obligations Regarding Employees, Consultants, and Subcontractors

Access to Project Information. Subcontractor will ensure throughout the term of this Agreement that all employees are provided with the minimum Project Information needed to accomplish their specific tasks. Project Information shall only be shared with members of the project team.

Training. Subcontractor must provide or verify that all persons, including lower tier subcontractors and consultants, receive annual security training and any project-specific training necessary to safeguard the confidentiality, integrity, and availability of Project Information. The Subcontractor must maintain a record of this training and make it available to Abt at Abt’s request.

VI. Technical Security Requirements

Access control. Subcontractor must implement access control mechanisms to restrict access to Project Information and limit that access to those with a need-to-know. Access controls must include strong identification and authentication procedures, including the use of unique identifiers for each individual, strong passwords, password expiration, retry lockout, and re-authentication after a period of inactivity not to exceed 30 minutes.

Patching. Subcontractor must implement procedures to implement patches and other flaw-remediation techniques on all devices used to access, process, or store Project Information. The procedures must meet or exceed industry-standard guidelines for scope and timeliness of flaw-remediation.

Malicious code protection. Subcontractor must maintain an industry-standard capability to detect and mitigate the effects of viruses, malware, and other types of malicious code on its network and devices. The service must be updated on a regular basis.

Intrusion Detection/Prevention. Subcontractor must employ services that minimize the likelihood of intrusions and detect intrusions into their network when Project Information is stored on a network.
Reasonable steps will be taken to prevent the intrusion of mobile devices when using unsecured networks.

Encryption at rest. All Project Information must be stored using a strong encryption while on any mobile device. Mobile devices include USB thumb drives/flash memory, laptops, smartphones. Encryption may either be information specific or whole device encryption. If the Project Information is to be accessed on the mobile device, such as for editing or viewing, the whole device must be encrypted.

Encryption in transit. Subcontractor must utilize strong encryption mechanisms for transmitting Project Information in and out of its host environment. Email is strongly discouraged, but may be used if a) the project’s Data Security Plan does not specify otherwise and b) the Project Information has been encrypted with a compliant mechanism and the key/password is provided using another communication method (e.g. telephone).

Access to physical media. Subcontractor must store all Project Information in a locked cabinet or in a limited-access space. Access to the cabinet or space must be limited to those who have a need to access the information. Physical media includes Project Information on paper, USB drives, external hard drives, backup tapes, etc.

Data Management. Subcontractor will minimize data sprawl to facilitate accurate data destruction and minimize the risk of Security Incidents. Upon request, the Subcontractor will be required to list all locations where Project Information is stored.

Data Destruction. At the conclusion of the Agreement, Subcontractor will document and destroy all Project Information, unless otherwise directed, in writing, by Abt. Physical media must be shredded, burned, or otherwise physically rendered useless in accordance with federal standards. Physical media includes, but is not limited to, USB drives, paper, CDs, DVDs, and audio/video cassettes. Information stored on digital media must be overwritten or otherwise destroyed or rendered unavailable in accordance with federal standards. Abt can provide a sample certificate of destruction for use by the Subcontractor upon request. Abt understands that information may be retained on long-term storage such as on a tape backup. This section shall survive until all information in Subcontractor’s possession no longer exists. After the conclusion of work, Subcontractor shall not recover the data or use the data without the written permission of Abt.

VII. Right to Audit/Inspect

Abt reserves the right to audit and/or inspect Subcontractor’s documentation and security controls used to protect Project Information, including PII and PHI and their adherence to the security clauses noted in this Agreement. Subcontractor must provide any requested documentation, including evidence of security controls, within five (5) business days. This time frame may be modified by Abt Associates as appropriate to the circumstances. Audit and/or inspection may include on-site visits. Abt will provide at least three (3) business days’ notice of its intent to perform an on-site visit.

VIII. Data and Code Quality Assurance

Subcontractor must implement procedures to ensure the quality of data and analytic code. Subcontractor agrees to implement Abt’s code quality assurance policies and procedures or provide their own substitute procedure that is agreed to by Abt.

Code Quality Assurance Plan. Subcontractor must create a Code Quality Assurance Plan (CQAP) and ensure that all staff employed by Subcontractor under this Agreement adhere to the plan. The CQAP must be developed and approved before any analytic programming work takes place. The
CQAP must describe Subcontractor practices for implementing all the requirements in this section, as applicable.

Rules for interacting with data. Subcontractor’s CQAP must include processes for (1) initial checks of data; (2) creating variables; (3) handling missing data; (4) efficiency; and (5) documenting results.

Checklists. Subcontractor must develop checklists for code quality that is referenced by both programmers and code reviewers.

Style. All code must adhere to a coding style provided or agreed to by Abt

Testing. All code must be tested prior to use in production or delivered to Abt

Code Review. Subcontractor must incorporate code review into its processes and have at least one person in addition to the original programmer review all code prior to delivery to Abt. Subcontractor must designate a method for tracking each time code review was requested and conducted. Using this method, Subcontractor must be able to produce a tracking report to Abt upon request.

IX. Documentation and Reproducibility

Subcontractor agrees to implement Abt’s standard for documentation and reproducibility or provide their own substitute Data Management Plan (DMP) for approval by Abt.

The Subcontractor’s DMP should directly document the following project-wide standards:

a) Overall project architecture, including naming conventions for folders and files;

b) Computing environment, including software and package versions and other details of the environment in which data processing and analysis occurred;

c) Version control methods; and

d) Data provenance, including any steps used to transform the original data set to the data used for analysis, as well as how original and interim data sets are preserved.

The Subcontractor’s DMP must also prescribe how programmers and analysts on the project will document the following:

a) Specific program and processes, including comment and header requirements for code and outputs; and

b) Tasks, including each distinct step needed to reproduce analyses, and the location of the files needed to do so.
# APPENDIX A
## SAMPLE INCIDENT RESPONSE FORM

### SECTION A: INCIDENT IDENTIFICATION INFORMATION

| Project Director/Supervisor (for Department staff) |  |
| Incident Reporter |  |
| Time Event Occurred |  |
| Time Event Detected |  |
| Disclosing Party | ☐ Abt Employee ☐ Study Partner ☐ Grantee ☐ Client |
| For Study Partner: Contractual Relationship with Abt? |
| ☐ Yes ☐ No |
| Department / Division | ☐ SEP ☐ USH ☐ IEG IHD ☐ ENR ☐ HR ☐ Finance ☐ RepCap ☐ CorpComm ☐ Legal ☐ GBDU ☐ CEO’s Office ☐ DSET ☐ Other: |
| Project Name/Oracle #:/Task # |  |
| A-Risk Project | ☐ Yes ☐ No |
| IRB Approved Study | ☐ Yes ☐ No |
| Client Information |  |
| Name: |  |
| Federal: ☐ Yes ☐ No |
| Client Notification Required |  |
| ☐ Yes ☐ No |
| If YES, Project Director (PD) Notifies Client (upon guidance from the Incident Response Team (IRT)). |
| Client Notification Requirements (Per Contract, DUA, MOU, etc.) | Within: ☐ 15 mins ☐ 1 hr. ☐ 24hrs of event occurrence. ☐ N/A |
| Client Notified | ☐ Yes ☐ No ☐ N/A |
| Click here to enter a date. |
| Project Documents (Please include copies when emailing the ITSC) | ☐ DSP ☐ DUA ☐ MOU ☐ Other ☐ N/A |

### SECTION B: EVENT DETAILS

**Provide a full description of what occurred:**

| Types of Information (select all applicable) | ☐ Company Confidential Information (CCI) ☐ Personally Identifiable Information (PII) ☐ Company Proprietary Information (CPI) ☐ Protected Health Information (PHI) ☐ Not Applicable (ONLY check if there were no identifiers involved). |
| If PHI data, must also complete HIPAA Risk Evaluation (Applicable only to PHI of U.S. residents) |

| Types of Data Involved | ☐ Name ☐ SSN ☐ HIC ☐ DOB ☐ Phone # ☐ Home Address ☐ Email Address ☐ Not Applicable ☐ Other: |
| Records Affected | ☐ 1-49 ☐ 50-99 ☐ 100-499 ☐ 500-999 ☐ 1000-4999 ☐ 10,000+ ☐ Unknown ☐ Not Applicable |

| Has the data been destroyed? | ☐ Yes ☐ No ☐ N/A |
| If YES, Click here to enter a date. |
| Method Used: ☐ Deletion ☐ Shredding ☐ Secure Deletion (e.g. Network Folder, ACE3) ☐ Not Applicable ☐ Other: |
**Important:** For data received via email, immediately instruct sender & recipients to delete from the **Sent//Inbox & Deleted Items** to prevent further disclosure of the data.

**Recipient(s):** If data saved to locations other than email, the Incident Response Team will work with you to securely delete data.

<table>
<thead>
<tr>
<th>Date/Time of Delete Notification to Sender/Recipient(s)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter a date.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificate of Destruction (COD) Required (Per Contract / DUA etc.)?</th>
<th>☐ Yes ☐ No ☐ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If an Abt Employee discloses to an external partner, the external partner must complete and sign a COD.</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Device/Instrument/Application Involved (method of disclosure) | ☐ Laptop; ☐ Desktop Computer (<Asset Tag #>): ☐ Removable Media (CD/DVD/USB Drive/Tape): ☐ Audio Recorder ☐ Cellular Phone | ☐ Tablet ☐ Email ☐ MOVEit DMZ ☐ Huddle ☐ Partner’s secure file transfer portal | ☐ Paper Documents ☐ Mail Courier ☐ Tracking # | ☐ Other: |  |

<table>
<thead>
<tr>
<th>Sender and Recipient(s) Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sender</strong> Name:</td>
<td><strong>Recipient</strong> Name (list all):</td>
</tr>
<tr>
<td>Organization:</td>
<td>Organization:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>All recipients authorized to view/receive information?</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If NO, list all unauthorized individuals:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**HIPAA Risk Evaluation**

**Factor 1: Ease of re-identification**

<table>
<thead>
<tr>
<th>Was the data de-identified?</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Was the dataset a HIPAA limited-data set?</strong></td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

| Which HIPAA variables were used? | ☐ Anyone ☐ Persistent Effort ☐ Statistician ☐ Inside Knowledge |

<table>
<thead>
<tr>
<th>Level of knowledge needed to re-identify: (Select All Applicable)</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Does re-identification require access to a private dataset?</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Does re-identification require access to a public use dataset?</strong></td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

**Factor 2: Obligation to protect the data**

<table>
<thead>
<tr>
<th>Type of individual/entity?</th>
<th>☐ Sub-Contractor ☐ Federal Agency ☐ State Agency ☐ Abt Employee ☐ Unknown</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Required to comply with HIPAA?</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Required to comply with FISMA?</strong></td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>
### Factor 3: Extent data acquired or viewed

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many authorized users viewed the data?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many unauthorized users viewed the data?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many unauthorized users COULD have viewed the data based on access?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any reason to believe that the information provided could be inaccurate</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>based on the character/history of the reporting individual/entity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the data been shared with any other entity? (Complete another Risk</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Evaluation for each recipient of the data)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Factor 4: Extent of risk mitigation

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the data been destroyed?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>When was the data destroyed? (Date/Time)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Click here to enter a date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Who destroyed the data?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Security Controls (specific to the dataset)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encrypted in transmission?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Encrypted storage?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Controlled user access to the dataset?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### Risk Determination

<table>
<thead>
<tr>
<th>Question</th>
<th>Low</th>
<th>Moderate</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nature and extent of data identifiers to include sensitivity:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature of unauthorized individual/entity:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extent to which the data was viewed:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extent of mitigation:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall determination of data compromise:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final determination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does a breach exception apply and how?</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Explain:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If the determination is a breach, the responder must follow the appropriate reporting processes.*
ATTACHMENT B
BUDGET
ATTACHMENT C
APPLICABLE PRIME CONTRACT AND TASK ORDER CLAUSES

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the contractor.

D.2 BRANDING POLICY

The contractor must comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, and ADS 320, or any successor branding policy.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-5</td>
<td>INSPECTION OF SERVICES—COST REIMBURSEMENT</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-5</td>
<td>STOP WORK ORDER</td>
<td>AUG 1989</td>
</tr>
<tr>
<td></td>
<td>ALTERNATE I</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

F.2 AUTHORIZED WORK DAY/ WEEK

The Subcontractor is authorized up to a five-day work week for long-term staff. A six-day work week may be authorized for short-term personnel in the field on a case by case basis with the prior written approval of the Subcontracting Officer. No overtime or premium pay is authorized under this Agreement.

SECTION G – CONTRACT ADMINISTRATION DATA

RESERVED

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONSCIENCE CLAUSE IMPLEMENTATION (FEBRUARY 2012)

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

(a) Shall not be required, as a condition of receiving such assistance—

(1) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) to endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

H.2 CONDOMS (ACQUISITION)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at: https://www.usaid.gov/sites/default/files/documents/1864/condomfactsheet.pdf. The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities.

H.3 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEPTEMBER 2014)

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

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

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

(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors

(iii) Non-U.S. contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

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

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient’s chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

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

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

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

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

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.
H.4 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

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

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

1. Working through the COR, the Contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site’s launch as possible.


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

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

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

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

Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

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

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

**H.5 RESERVED**

**H.6 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

(a) Limitations:

(1) Setting Salaries. The reasonableness of proposed salaries for new individuals must be evaluated applying the policies, procedures, and cost principles set forth in FAR Part 31, AIDAR 752.7007, and AIDAR Part 722, and other acquisition regulation, as applicable.

(2) Market Value. Salaries and wages must reflect the “market value” for each position. Per AIDAR 752.7007, salaries, wages, and other direct compensation of Contractor’s personnel will be in accordance with the Contractor’s established policies, procedures, and practices, including the contractor’s established pay scale for equivalent classifications of employees, unless otherwise negotiated. The Contractor will certify adherence to these practices via documentation as requested by the CO/COR.

(3) USAID Contractor Salary Threshold (CST). Reimbursement of the employee’s base annual salary plus overseas recruitment incentive, if any, exceeding the CST as described in AIDAR 752.7007 is not permitted without an advance written waiver granted by the USAID Procurement Executive.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

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

(e) Definitions

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

(f) Salary Negotiation for professional expertise for Task Orders

If the required professional expertise for individual TOS is not captured in the labor categories outlined in Section B.6, the TOCO will negotiate individual salaries on a case-by-case basis based upon supporting salary history, labor market rates, etc.”

H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935 or as specified in Work Orders.

H.20 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 (AWAC). To obtain DBA insurance, contractors are to contact AWAC’s agent, AON Risk Insurance Services West, Inc.

Pursuant to AAPD 17-01 (https://www.usaid.gov/work-usaid/aapds-cibs/aapd-17-01), below find the DBA rates and contact information.

(a) Rates

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>12/1/15 – 11/30/17</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option 1</td>
<td>12/1/17 – 11/30/18</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
<tr>
<td>Option 2</td>
<td>12/1/18 – 11/30/19</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
<tr>
<td>Option 3</td>
<td>12/1/19 – 11/30/20</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
</tbody>
</table>

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

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.
2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.
3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.
4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited
to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at http://www.dol.gov/owcp/dlhwlc/nawwinfo.htm.

Contract Year Period of Performance

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

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security. Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO. This AAPD will be amended within thirty (30) calendar days of the exercise of an option to provide the new “Security” rate as determined in accordance with Notes 1 through 3 above. In the interim between exercise of an option and the amendment to the AAPD, COs may obtain the rate from the agent listed in Section B below.

(b) Obtaining Coverage
Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:
AON Risk Insurance Services West, Inc. 2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com
(c) Notice of Exclusion of medical Evacuation Coverage
Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.
(d) Waivers for Third Country and Local Nationals
The list of countries with active DBA waivers is available at http://www.dol.gov/owcp/dlhwlc/dbawaivers/dbawaivers.htm. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at dbawaiverrequests@usaid.gov.

H.9 LOGISTIC SUPPORT

The Contractor will be responsible for all administrative and logistic support required to fulfill the requirements of this Contract in the U.S. and overseas.

(End of Provision)

H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.
H.11 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.12 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.13 ENVIRONMENTAL COMPLIANCE

1. 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 ADS Parts 201 and 204 (http://www.usaid.gov/who-we-are/agency-policy/series-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 Contract.

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

3. 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.”

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

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

6. Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
7. An Initial Environmental Examination (IEE) No. [GH-16-000220] has been approved for this acquisition. Information related to the approved IEE can be found in Attachment 2. The IEE covers interventions expected to be implemented under this contract. USAID has determined that “Categorical Exclusions” and “Negative Determination with Conditions” applies to all of the proposed interventions. 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 will be responsible for implementing all IEE conditions pertaining to interventions to be funded under this contract.

8. 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:

   (a) 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.

   (b) Integrate a completed EMMP or M&M Plan into the initial work plan.

   (c) 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.

9. Cost and technical proposals for future Work Orders must reflect IEE or EA preparation costs and approaches.

10. Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.

11. If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor/recipient will be required to develop and submit an EA addressing these activities.

12. USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the future Work Orders should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

   - The respondent’s approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan.

   - The respondent’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

   - The respondent’s illustrative budget for implementing the environmental compliance activities. For future Work Orders, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

H.14 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
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 must, 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 occurs first.

H.15 RESERVED

H.16 INFORMATION SYSTEM SECURITY

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

(a) Designation of the Information System Security Officer. The Contracting Officer will designate the Information System Security Officer responsible for information system security for this system in individual Work Orders.

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

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

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

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

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

H.17 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

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

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

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

H.18 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIAION NOS. M/OAA-DEV-FAR-18-2C AND M/OAA-DEV-AIDAR-18-2C) (APRIL 2018)

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

“Information Technology” means

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

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

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

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

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

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

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

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

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

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

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

H.19 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL2018)

(a) Definitions

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

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

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

1194.21 Software applications and operating systems
1194.22 Web-based intranet and Internet information and applications
1194.23 Telecommunications products
1194.24 Video and multimedia products
1194.25 Self-contained, closed products
1194.26 Desktop and portable computers
1194.31 Functional performance criteria
1194.41 Information, documentation, and support
(d) Deliverable(s) must incorporate these standards as well.

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

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

**H.20 CLOUD COMPUTING (APRIL 2018)**

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

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

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

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

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

"Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

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

"Penetration Testing" means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network. (NIST SP 800-115) "Third Party Assessment Organizations" means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

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

(b) Applicability

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

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

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

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

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

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

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

(d) Records Management and Access to Information

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

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Federal information, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, eRecords and legal or security investigations.
(3) The Contractor shall retain and maintain all Federal information in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

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

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

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

(g) Information Security Incidents

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

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

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

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

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

(j) Security Requirements:

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

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

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

(4) The Government reserves the right to perform penetration testing or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Federal information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor’s implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before any restricted authorization is issued.
(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60) calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

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

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

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

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

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

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

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

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

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

(4) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.
(5) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

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

H.21 LANGUAGE REQUIREMENTS

The Contractor must ensure that Contractor’s employees and/or consultants have the appropriate level of skill in written and spoken English proficiency to perform contract requirements. The Contractor must conduct all correspondence with the USG in the English Language.

SECTION I- CONTRACT CLAUSES

I. 1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Abt Associates Subcontracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at www.acquisition.gov. AIDAR clauses are also available at https://www.usaid.gov/ads/policy/300/aidar

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR 52.252-2.

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

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I.10 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of the countries specified in the place of performance of this contract and resulting Work Orders, or from which the Contractor or any subcontractor under this Contract is exempt under the laws of the countries specified in the place of performance of this contract and resulting Work Orders, shall not constitute an allowable cost under this contract.

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

I.11 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

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

(c) Contractors shall submit the above referenced transportation documents to--

LOCAL ADDRESS: AS DIRECTED BY THE SUBCONTRACTING OFFICER UNDER WORK ORDERS

I.12  52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.13  722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCNs) AND COOPERATING COUNTRY NATIONALS (CCNs)

(a) General. It is USAID policy that cooperating country nationals (CCNs) and third country nationals (TCNs), who are hired abroad for work in a cooperating country under USAID direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCNs and CCNs employed by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN’s and CCN’s who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN’s and CCN’s may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN’s and CCN’s, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.
(f) **Workweek, holidays, and leave.** The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) **Travel and transportation for TCN's and CCN's.** Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) **Household effects and motor vehicles.** USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

I.14  **RESERVED**

I.15  **REPORTING OF FOREIGN TAXES (JUL 2007)**

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

(b) Contents of report. The report must contain:

(1) Contractor name.

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

(3) Contract number(s).

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

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

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

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

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

(c) Definitions. As used in this clause—

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

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

(b) Where. Submit the reports to: [The TOCO for individual Work Orders will identify the address and point of contact, as appropriate]

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

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

I.16 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS (OCT 2017)

(a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and nonexpendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than $500.

(b) Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The contractor will submit an annual report on all nonexpendable property in a form and manner acceptable to USAID substantially as follows:

ABT WILL PROVIDE THE FORMAT TO THE SUBCONTRACTOR

I.17 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUN 2018)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General’s Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).
(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

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

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

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

I.18 752.7027 PERSONNEL (DEC 1990)

(a) Clearance.

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

(2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this Contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

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

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

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.
(e) Economic and Financial Activities. Other than work to be performed under this Contract for which an employee or consultant is assigned by the Contractor, no such employee or consultant of the Contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country. The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.

(f) Duration of Appointments.

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

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

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

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

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

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

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

I.19 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

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

**I.20 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)**

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

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

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

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

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

Alternate I (JUNE 2008). If a contract with family planning activities is contemplated, add the following paragraphs (d-g) to the basic clause:

(d) *Voluntary Participation and Family Planning Methods.*

(1) The contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual’s moral, philosophical, or religious beliefs. Further, the contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(e) *Requirements for Voluntary Family Planning Projects.*

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this
contract, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person’s decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subcontract or grant under this contract, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; and (ii) the contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The contractor shall provide USAID such additional information about violations as USAID may request.

(f) Additional Requirements for Voluntary Sterilization Programs.
(1) The contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual’s consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(2) Further, the contractor shall document the patient’s informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient’s mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(3) The contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

(g) The contractor shall insert this Alternate I in all subcontracts involving family planning activities.

[END OF SECTION I]

I21. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MARCH 2015)

Combating Trafficking in Persons (MAR 2015)

(a) Definitions. As used in this clause—

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

Coercion means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

(1) Any item of supply (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

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

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

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

3. Use forced labor in the performance of the contract;

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

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

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

6. Charge employees recruitment fees;

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

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

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

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

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

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

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

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

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

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

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

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

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

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

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

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

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

(7) Suspension or debarment.

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

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

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

(g) Full cooperation. (1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

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

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

(iii) Restrict the Contractor from—
(A) Conducting an internal investigation; or

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

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that—

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

(ii) Has an estimated value that exceeds $500,000.

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

(i) To the size and complexity of the contract; and

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

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

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

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

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

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

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

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

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

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

(ii) After having conducted due diligence, either—

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

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

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

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

(B) Has an estimated value that exceeds $500,000.

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

I.22 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

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

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

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

Critical technology means—

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

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

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

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

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

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

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


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

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

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

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical
technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)”

[END OF SECTION I]
ATTACHMENT D
LABOR CATEGORIES

A. Technical Professional Level of Effort (TPLOE) includes person-days (8hrs) associated with professional technical personnel working on health system strengthening related issues, monitoring and evaluation, communications and outreach, and gender analysis and integration. Labor categories listed below are included. Other professional and non-professional effort including: administrative, financial support, operations, procurement efforts are not included and would be marked as non-technical.

B. LABOR CATEGORIES

Definition of labor categories:

Task Order Project Director/Chief of Party
The Task Order Project Director/Chief of Party will serve as the main point of contact for task orders, providing vision, technical direction, leadership, and management for the activities. S/he will serve as the Contractor’s primary representative for all task order related issues, concerns, or problems. S/he will have professional experience in the management of international development activities in/for low and middle-income countries (LMICs), preferably in the area of health system strengthening, and experience working in the field/overseas. The Task Order Project Director will have experience interacting with government or non-governmental organizations including the private sector, in developing countries and experience working in partnership with U.S. Government agencies, international donors, or other multilateral agencies. Preferably, s/he will have demonstrated senior-level leadership (e.g., Chief of Party, Project Director, or Deputy Director) to programs of similar magnitude and complexity to the task order.

Technical Director
The Technical Director will ensure that the project activities are of high quality and adhere to global guidance, policies and best practices on health systems strengthening. S/he also will ensure the adaptation and integration of emerging knowledge and innovative solutions within project activities. S/he will have experience in management or implementation of health system strengthening programs in/for LMICs. S/he will have experience operating within the global HSS community as a technical expert on diverse matters related to HSS in developing countries.

Health Financing Specialist
The Health Finance Specialist will have overall responsibilities to design, implement, monitor and evaluate of health finance programs. They will use a mix of approaches and strategies to achieve the project purpose and objectives. They will be expected to work collaboratively as part of the core and extended project teams to realize synergies between the project objectives. The Health Financing Specialist will have experience working in a developing country context; developing, implementing, managing or evaluating health finance programs; and professional experience interacting with government or non-governmental organizations including the private sector, in developing countries. In addition, the Health Finance Specialist should have experience managing, conducting or translating health systems research for policy or institutional reform.

Health Governance Specialist
The Health Governance Specialist will have overall responsibilities to design, implement, monitor and evaluate health governance programs. They will use a mix of approaches and strategies to apply governance improvement methodologies to the health sector to achieve the project purpose and
objectives. They will be expected to work collaboratively as part of the core and extended project teams to realize synergies between the project objectives. The Health Governance Specialist will professional experience with a developing country context; professional experience developing, implementing managing or evaluating health governance programs; and professional experience interacting with government or non-governmental organizations in developing countries. In addition, the Health Governance Specialist should have experience working with governance issues in low- or middle-income countries; and managing, conducting or translating health systems research for policy or institutional reform.

**Quality Improvement Specialist**

The quality improvement specialist will support local quality improvement systems in partner countries to ensure that health systems are delivering safe, effective and equitable care to patients and their families. The quality improvement specialist will need to ensure integration across core areas of health systems, ranging from customer service to staff training to risk management and beyond. This includes supporting effective systems for collection and use of data on improving care, analyzing the different methods that care is delivered and managed, supporting countries to strengthen regulatory environment and compliance with minimum standards of care and monitoring and evaluating the development and results of all improved programs and initiatives to determine their results, then modify as needed. The QI Specialist will work with partner countries to ensure that essential services meets all regulations, reaches appropriate benchmarks, and that patient satisfaction is as high as possible.

**Health Systems Performance and Sustainability Specialist**

The Health System Performance and Sustainability Specialist will develop, implement and monitor the project’s systems for capacity-building, sustainability and transition from donor assistance. She/he is responsible for strengthening country-level health systems, including those processes and structures that are necessary for sustainable improvements in locally-owned systems. This includes supporting high-quality service delivery systems, strengthening linkages between national and sub-national health care systems, and building robust inclusion of civil society and private sector. S/he will have overall responsibility for ensuring that health system activities are appropriately assessing and addressing performance gaps in the health system, and strengthening the performance of local organizations. The HSPS Specialist will foster relationships with government and non-government partners, including country line ministries, professional associations, regulatory bodies, training institutions and other stakeholders to ensure proposed interventions and technical assistance address current health priorities. S/he will plan, implement and evaluate the creative use of emerging technologies that support efficiency and transition from donor assistance. S/he will have experience in organizational and systems capacity development assistance, working in technical and management capacities in global developing country projects in low resource settings.

**Monitoring, Evaluation and Learning (MEL) Specialist**

The MEL Specialist must have appropriate expertise on MEL related to the use of performance indicators and various research/evaluation methodologies to determine outcomes and impacts throughout the project/program cycle. S/he will have experience in monitoring, evaluation and learning; data management and analysis; health system mapping and/or assessment; and translating data into actionable information. S/he should be familiar with global and regional development indicators/indexes. S/he helps support programs to monitor and evaluate the effectiveness and efficiency of program goals. S/he will provide relevant data to help inform decision-making, and provides technical assistance and training in the development and implementation of systems and programs.
Minimum Qualifications. These minimum qualifications for mid-level and senior personnel correspond to the Unburdened Ceiling Daily Rates above.

*Table 1: Minimum Qualifications*

<table>
<thead>
<tr>
<th>Level</th>
<th>Education Requirement (highest degree obtained should relate to the service area provided)</th>
<th>Direct Relevant Experience Requirement (experience should relate to the service area provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid-Level</td>
<td>Ph.D.</td>
<td>4 years</td>
</tr>
<tr>
<td></td>
<td>JD/All But Dissertation (ABD)</td>
<td>5 years</td>
</tr>
<tr>
<td></td>
<td>MS/MA/MB</td>
<td>6 years</td>
</tr>
<tr>
<td></td>
<td>BS/BA</td>
<td>8 years</td>
</tr>
<tr>
<td></td>
<td>Less than BS/BA</td>
<td>10 years</td>
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<tr>
<td>Senior-Level</td>
<td>Ph.D.</td>
<td>8 years</td>
</tr>
<tr>
<td></td>
<td>JD/ABD</td>
<td>10 years</td>
</tr>
<tr>
<td></td>
<td>MS/MA/MB</td>
<td>12 years</td>
</tr>
<tr>
<td></td>
<td>BS/BA</td>
<td>15 years</td>
</tr>
<tr>
<td></td>
<td>Less than BS/BA</td>
<td>20 years</td>
</tr>
</tbody>
</table>

Language proficiency, relevant regional/national experience, and international development experience requirements will be specified in individual TOs.