



USAID | INDONESIA

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Issuance Date: December 16, 2021
Questions Due Date: January 3, 2022, 08:00 AM, Jakarta Time
Closing Date for Proposals: January 24, 2022, 08:00 AM, Jakarta Time
E-mail Submission to: proposals-indonesia@usaid.gov
NAICS Code: 541611-Administrative Management and General Management Consulting Services
Authorized Geographic Code: 937

**SUBJECT: Request for Proposal (RFP) No.72049721R00007
USAID/Indonesia – PADU (Partnerships for Productivity)**

Dear Prospective Offerors:

The United States Agency for International Development (USAID) is seeking proposals from qualified organizations interested in providing the services described in Section C of this Solicitation. USAID anticipates awarding a cost-plus fixed fee (CPFF) completion type contract for a total estimated cost not to exceed \$7 million, covering a period of performance of (5) five years.

In accordance with FAR Part 19.5, this acquisition is being set aside for U.S. Small Businesses only. Teaming arrangements that include local partners are encouraged in order to adequately provide the expertise required for the implementation of an integrated program.

Offerors should read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. Special attention should be paid on Section L – Instructions, and Section M – Evaluation Factors. Sections B through I of the solicitation and Attachment J will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award. Section K - Representations, Certifications, and Acknowledgements must be filled out in full.

USAID also encourages offerors to become aware of the prohibitions associated with Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, effective August 13, 2020, prohibits executive agencies from entering into, 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. Section H.12 of this solicitation regarding the prohibition on contracting for certain covered telecommunications and video surveillance services or equipment will be removed if the apparently successful offeror does not use the Foreign Assistance Waiver (see the [USAID Section 889 Partner website](#) for more information).

Prior to the submission of proposals, any amendments to this solicitation will be made available through the Government port of entry at <http://beta.sam.gov>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. If the proposal is received after the closing date and time, or if it is incomplete, it will not be accepted nor considered unless authorized by

the Contracting Officer pursuant to FAR 15.208.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any costs incurred in the preparation and submission of a proposal. Award of a contract under this RFP is subject to availability of funds and other internal USAID approvals. Furthermore, USAID reserves the right to reject any and/or all offers if such action is considered to be in the best interest of the Government.

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

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

Sincerely,

Brian Chang
Contracting Officer
USAID/Indonesia

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 136	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72049721R00007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/16/2021	6. REQUISITION/PURCHASE NUMBER REQ-497-21-000005
7. ISSUED BY USAID/Indonesia American Embassy JI. Medan Merdeka Selatan 3-5 Jakarta 10110 10110		CODE 720497	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 0800 G local time 01/24/2022
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	proposals-indonesia@usaid.gov

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

AWARD (To be completed by government)

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

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND COST/PRICES

B.1 PURPOSE

The purpose of this contract is to provide technical assistance and services as described in detail in Section C, Performance Work Statement, for the implementation of the USAID PADU (Partnerships for Productivity) Activity.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. The Contractor must provide the outputs and accomplish goals and objectives as described in Section C, and all reports and deliverables set forth in Section F, in accordance with the performance standards specified in Section F and Section H.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

- (a) The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$ (to be inserted upon award). The fixed fee, if any, is \$ (to be inserted upon award). The estimated cost plus fixed fee, if any, is \$ (to be inserted upon award). USAID will not pay the Contractor any sum in excess of the total estimated cost.
- (b) The contract is incrementally funded. Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$ (to be inserted upon award). The Contractor must not exceed the aforesaid obligated amount in accordance with Federal Acquisition Regulation (FAR) 52.232-22, entitled, “Limitation of Funds.”
- (c) Funds obligated hereunder are anticipated to be sufficient to fund activities through (to be determined at time of award).

B.4 PRICE SCHEDULE

The Contractor is not allowed to exceed any contract line item nor is authorized to shift funding between contract line items without prior written approval of the Contracting Officer. The fee is fixed according to the terms of this contract.

Budget Line Items	Total Amount
Direct Cost	\$ [TBD]
Indirect Cost	\$ [TBD]
Fixed Fee (if any)	\$ [TBD]
Total Estimated Cost Plus Fixed Fee (if any)	\$ [TBD]

[to be completed at the time of award]

B.5 INDIRECT COST

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

[TBD]

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 52.216-7, "Allowable Cost and Payment," FAR 52.216-8, "Fixed Fee," FAR 52.232-20, "Limitation of Cost," and FAR 52-232-22, "Limitation of Funds," if applicable, and AIDAR 752.7003, "Documentation for Payment."

B.7 PAYMENT OF FIXED FEE

Pursuant to FAR 16.306(d) "Cost-Plus-Fixed-Fee Contracts", payment of fixed fee will be based on the completion of the following deliverables as described and outlined in Section C and Section F.4 of this contract, and in accordance with the approved fee schedule below:

[The Payment of Fixed Fee will be presented in USD amount by the time of award].

[LEFT BLANK INTENTIONALLY]

No	Deliverables	% OF FIXED FEE					
		Yr. 1	Yr. 2	Yr.3	Yr. 4	Yr. 5	TOTAL
General Reports							
1	Annual Work Plan	1%	1%	1%	1%	1%	5%
2	AMELP	3%					3%
Periodic Reports							
3	Annual Progress Reports	2%	2%	2%	2%	2%	10%
Activity Level Deliverables							
4	Skills Gaps Analysis Report	2%					2%
5	Formalization of Partnerships between Firm and BLK (as per annual target)		4%	4%	4%	4%	16%
6	Increased Institutional Capacity of Target Vocational Training Centers		4%	4%	4%		12%
7	LMIS Needs Assessment report	3%					3%
8	Improvement LMIS Addressing Gaps Identified (in LMIS Needs Assessment)		5%	5%	5%		15%
9	Tax Deduction Guidelines on Tax Deduction Developed and Socialized	4%					4%
10	Increased Submissions of Successful Tax Applications	3%	3%	3%	3%	3%	15%
11	Final Report					15%	15%
Total Fixed FEE							100%

Upon successful achievement of the deliverable, the Contractor must provide evidence of its achievement to the USAID Contracting Officer's Representative (COR). Upon acceptance by USAID COR, the Contractor must submit an invoice for the amount associated with the fee.

In accordance with FAR 52.216-8, Fixed Fee (2011) USAID will withhold 15% of the total fee or \$100,000, whichever is less until the required conditions under the referenced clause have been met.

[END OF SECTION B]

SECTION C – PERFORMANCE BASED WORK STATEMENT

C.1 ACTIVITY TITLE

USAID Partnerships for Productivity (USAID PADU)

C.2 ACTIVITY SUMMARY

The Partnerships for Productivity (PADU) is a five-year activity to enhance private sector investment in vocational training programs through partnerships among private sector firms and government-owned vocational training centers (i.e., *Balai Latihan Kerja*/BLK). The activity will facilitate/catalyze the establishment of partnerships to improve the quality of vocational training programs to address skills gaps in the labor market, develop capacity of government institutions and the private sector to improve labor market information systems and services and promote utilization of tax deduction incentives for the private sector.

C.3 BACKGROUND

C.3.1 Activity Context

While Indonesia has made great strides in advancing access to post-primary education, reaching an 85 percent gross enrollment rate in secondary schools in 2018; the quality of learning remains a fundamental concern. Technical and vocational training and education (TVET) institutions,¹ which are managed by multiple ministries, are hampered by theoretical curricula, outdated facilities, a lack of teachers/instructors with practical skills, and weak linkages with the private sector. Decentralized governance has also contributed to inconsistencies or disparities among districts and provinces in the delivery, and quality, of training programs, particularly in the secondary vocational education (SMK) and non-formal training programs known as *Balai Latihan Kerja* (BLK). Consequently, there are mismatches between graduating students/training participants and the competency and skills needed to enter or progress in the workplace. A World Bank study of employers reported that employees/trainees lack aptitudes and skills in critical thinking, communication, and problem solving that are essential for success in the workplace.²

The Government of Indonesia (GOI) recognizes these challenges and aims to stimulate workforce development improvements, both through formal and private sector training initiatives. Specifically, President Joko Widodo has called for reforms in TVET institutions and asked that TVET adjust their curriculum, learning materials, work practices, testing, and certification to meet the demands of business and industry.³ To spark private-sector investment in workforce development, the GOI is offering tax incentives for businesses that implement vocational training to strengthen the quality of human resources or work via formal and non-formal training institutions. Through the Finance Ministerial Decree, PMK No.128/PMK.03/2019, the GOI is granting firms/employers a reduction in taxable gross income to

¹ TVET institutions refer to vocational upper secondary schools, religious-based vocational secondary schools, higher education with diploma programs, vocational training centers (BLK), or other government institutions implementing workforce-related services at national, provincial, or district levels.

² This study examined employers' opinions on their employees' work performance and behavior in various work sectors.

³ <https://setkab.go.id/en/vocational-education-system-needs-reforms-reorientation-president-jokowi/>

implement improved workforce practices, apprenticeship programs, and other human resource development (“learning”) programs. ⁴ Companies that implement vocational education programs meeting GOI’s criteria may receive a 200 percent tax deduction.

In designing this activity, USAID has conducted consultations with key stakeholders⁵ and taken into account lessons from previous workforce development activities. Across these consultations, stakeholders identified the key barrier in addressing the weak linkages/connection and collaboration between the private sector and TVET institution as a lack of support for bridging the two parties to connect and establish partnerships. Furthermore, a weak labor market information system (LMIS)⁶ contributed to skills mismatches.

Based on the Indonesian demand for skilled workers, the GOI commitment to workforce improvement backed by incentives, and the novelty of the incentive program, USAID/Indonesia proposes to link and catalyze partnerships among companies with relevant TVET institutions. The activity will compel private sector firms to be anchor partners of TVET institutions, support the private sector to plan and implement vocational training programs in collaboration with TVET institutions, and work with the GOI to streamline regulations and guidelines related to the utilization of tax deductions and incentives on training activities. In addition, the activity will strengthen the existing Indonesian LMIS AyoKitaKerja to support the country's efforts to build a skilled and competitive workforce.⁷

USAID/Indonesia will leverage past investments in workforce development initiatives, particularly the established relationships with private sector partners, such as Indonesian Employers Association (APINDO) and business associations. Ultimately, this activity will enhance public-private cooperation to improve the quality and productivity of the Indonesian workforce through resources available in-country from both the government and private sector.

C.3.2 Problem Statement

Collaboration and linkages between the private sector and technical and vocational and education training (TVET) institutions in Indonesia are weak. Most companies rely on their own resources to develop the quality of their workforce. Consultations with Indonesian employers indicate that many do not believe

⁴ This Ministerial decree stipulates that vocational training includes on-the-job training such as work practices (*praktek kerja*), internships and apprenticeships, and other forms of human resources development programs generally termed as “learning” programs. <https://perpajakan.ddtc.co.id/peraturan-pajak/read/peraturan-menteri-keuangan-128pmk-0102019>

⁵ USAID/HCP has conducted initial consultations with GOI (the Ministry of Manpower and the Ministry of Education) and several companies. Follow-on consultations with other stakeholders, such as with the Ministry of Industry as well as the Ministry of Finance (DirGen of Tax) on the expectations and mechanics of the tax facility, will take place at the activity implementation stage.

⁶ LMIS refers to institutional arrangements and procedures that coordinate collection, processing, storage, retrieval, and dissemination of labour market information (European Training Foundation, https://www.etf.europa.eu/sites/default/files/m/466C7A2340B3DAE0C12580E60049FC1D_LMIS.pdf); an advanced LMIS provides stakeholders/users with information to help them make informed decisions on a variety of issues, including job search, career planning and skills upgrading, business investment and hiring, public or private workforce and skills investments, optimal employment and skills policy designed to meet future demands (The World Bank, 2020).

⁷ The Ministry of Manpower launched its Labor Market Information System(LMIS) AyoKitaKerja or now called Sistem Informasi Ketenegakerjaan or Sisnaker (Employment Information System) in 2016.

that the current education and training system provides work-ready employees, especially as technology and automation increasingly characterize modern job operations. Meanwhile, current technical and vocational training programs do not keep up with labor market/industry demand/needs for higher-level skills. Employers thus face challenges in identifying appropriate workers. Factors inhibiting the efficient supply and demand of labor force include inadequate labor market information for TVET institutions and training participants; curriculum/training mismatch and heterogeneous quality of TVET providers; limited opportunities for on-the-job training; high labor mobility costs; weak fundamentals among certain industries to engage in TVET and rapid structural change and technological development.⁸

Improvements are therefore necessary across the entire vocational training system, with a particular opportunity to strengthen public and private sector partnerships utilizing the tax deduction policy. These partnerships are key to addressing the current gaps within TVET institutions and enable them to improve their curriculum, learning materials/facilities, internships and apprenticeships and other relevant learning/training programs critical for students/training participants to acquire market-relevant skills before graduation. In parallel with these interventions, strengthening the existing Indonesian Labor Market Information System (LMIS) is critical to bridge the gap between TVET institutions and employers to improve matching of training to jobs.

Many Indonesian Government priorities have shifted to responding to the COVID-19 pandemic, significantly affecting implementation of the ministerial decree on tax deductions. While some businesses struggle to maintain basic operations, there is an opportunity to help enhance their productivity and potentially reduce training costs through the recent tax deduction decree. The results of this activity will help provide high quality, productive workers to private sector firms, and revive long-term economic growth in Indonesia.

C.4 THEORY OF CHANGE

IF private sector firms in Indonesia develop effective collaboration and partnerships with TVET institutions;

And IF these partnerships enable TVET institutions to improve on-the-job trainings, curricula, instruction/learning process, instructors' skills, and facilities;

THEN TVET institutions will produce graduates with higher-level skills that increase their employability and productivity.

C.5 OVERALL GOAL AND EXPECTED RESULTS

C.5.1 Goal:

To enhance private sector investment in vocational training programs through partnerships with TVET institutions⁹

⁸ [Program Information Document](#). The World Bank (2018).

⁹ Based on USAID recent consultations with the Ministry of Manpower, USAID will target only government-owned vocational training centers i.e., Balai Latihan Kerja (BLK) in 4 (four) USAID priority provinces.

C.5.2 Key Objectives:

1. To catalyze and facilitate partnerships between private sector firms and public vocational training centers to implement vocational training programs.
2. To improve capacity of the public and private sector to plan and implement vocational training programs and to deliver labor market information services.
3. To streamline regulations and guidelines related to utilization/implementation of tax deductions/incentives on training activities for the private sector.

C.5.3 Expected Results

1. Strengthened connectivity and partnerships between the public and private sector entities to align workforce development initiatives with market demand
2. Increased capacity of government and TVET institutions, and private sector entities to plan and implement vocational training programs to improve workforce productivity
3. Increased quantity and quality of private sector investment in vocational training programs
4. Improved training curricula and other joint vocational programs at participating TVET institutions to develop the workforce skills required by the private sector employers
5. Enhanced commitment of the Ministry of Manpower (MOM) (e.g., signed agreements and/or committed resources) to continue partnerships between participating private sector and TVET institutions following the end of the activity
6. Increased tax deduction submissions by the private sector firms as a result of training activities implementation in partnerships with TVET institutions.
7. Strengthened labor market information system (LMIS) with improved LMIS utilization and/or service to stakeholders/users.

C.5.4 Intermediate Results Supported by PADU

The PADU activity aligns with USAID/Indonesia's 2020 - 2025 CDCS under **DO 2, Inclusive Market-Driven Economic Growth Increased**. It will contribute to IR 2.1: Workforce Productivity Increased, and IR 2.1.2: Access to market-relevant vocational and technical training increased, by strengthening market-relevant linkages between technical and vocational training institutions and companies demanding improved labor. The activity will also contribute to IR 2.2: Public and Private Capacity to Expand Economic Growth Strengthened through both IR 2.2.1: Economic policy and regulatory implementation improved and 2.2.2 Private sector engagement to achieve development outcomes expanded. Through this activity, USAID will promote utilization of the GOI tax credit and support companies to apply for the facility, facilitating public and private capacity to expand economic growth while simultaneously improving regulatory implementation.

This activity implements USAID Private Sector Engagement Policy to convene and catalyze private sector resources to improve both their own workforce skills and capabilities as well as GOI technical and vocational training institutions connections to market demand. The activity contributes to the Economic

Growth Pillar of the U.S. Indo-Pacific Strategy by enhancing the quality of private sector investment for improving workforce productivity.

The activity is well-aligned to GOI development strategies. The GOI Medium-Term Development Plan (RPJMN 2020 - 2024) lists “Quality and Competitive Human Capital” as the first goal in the plan, which this activity will work to support GOI to achieve.

C.5.5 ACTIVITY COMPONENTS

A. Component 1: Building of partnerships between the private sector and vocational training centers (Facilitation of creation of effective partnerships between private sector firms/companies and vocational training centers (i.e., Balai Latihan Kerja or BLKs) to address market-relevant skills gaps.)

Under Component 1, the Contractor must work with key stakeholders to assess and identify labor force skill gaps in the target provinces that will be addressed through partnerships between firms and BLKs while fulfilling requirements of vocational training programs as outlined in the Ministerial Decree of Finance Minister on tax deduction incentives for the private sector¹⁰. Included as key stakeholders for this activity are the Ministry of Manpower (MOM), Ministry of Industry, business associations such as APINDO, industry-based associations, Indonesian chamber of commerce (Kadin) as well as vocational training centers (*Balai Latihan Kerja*/BLKs) and other key stakeholders. In a parallel effort, the contractor must develop a strategy and/or a roadmap to facilitate partnerships between private sector firms and BLKs under the MOM and local governments to improve the quality of vocational training in order to meet the identified demand for skills. The Contractor must closely engage these stakeholders to provide input and recommendations for strategy and/or roadmap for the partnerships. Subsequently, the Contractor must support/facilitate process of building effective partnerships between the private sector firms and BLKs until formalization of the partnerships, including for example, mediating communication and negotiations to identify and reach agreement on shared interests, goals, the scope of vocational training programs to be implemented, roles and responsibilities as well as terms and conditions for the partnerships. Specifically, the scope of collaborative vocational training or workforce development programs to be implemented under each partnership may include a range of vocational training activities mutually determined and agreed to such as apprenticeships or other types of on-the-job training, curriculum development/revisions, trainer/instructor training, work placement, and other forms of workforce development programs. These vocational training or workforce development programs must be designed to meet industry needs and/or provide graduates with certifications according to international standards as well as in support of inclusive and diverse learning including for marginalized groups, particularly women. Contractor must not deliver vocational training or workforce development programs directly, but provide support to private sector partners and BLKs in the design or development of a range of vocational training activities on an as-needed basis.

¹⁰ This Ministerial decree stipulates that vocational training includes on-the-job training such as work practices (*praktek kerja*), internships and apprenticeships, and other forms of human resources (HR) development programs generally termed as “learning” programs

Private sector partners and BLKs will play an active role to enhance skills development in Indonesia that supports Indonesia's transition to the fourth industrial revolution (Industry 4.0). When needed, the Contractor is expected to provide technical assistance to BLKs to build institutional capacity to adapt or develop a workforce training and development model aimed at building and enhancing productive, mutually-beneficial partnerships with the private sector to meet industry needs/demand for specific skills. It is the responsibility of both partners/parties of the partnership (i.e., private sector firms and BLKs) to ensure the roll-out and continuity of the program and partnerships.

Activities must include, but are not limited to:

1. Assist the Ministry of Manpower (MOM) and local governments to (i) examine/review the effectiveness, value-add, and impact of BLKs' existing partnerships with firms; (ii) develop plans and/or strategic approach to create partnerships between BLKs and private sector firms; (iii) establish monitoring and evaluation tools, including tracer study, to measure results/outcome of partnerships with the private sector;
2. Provide technical support to the MOM, local governments, businesses/industry associations/employers, and other stakeholders to conduct skill gap analyses to identify specific skills to be addressed by the partnerships between companies and vocational training centers;
3. Work with all stakeholders including MOM, the Ministry of Industry, and businesses/industry associations to develop a strategy and/or a roadmap to establish new partnerships between private sector firms with vocational training centers/BLKs; and
4. Facilitate and provide need-based technical support in the areas of training, curriculum and any type of workforce development under the partnerships with a particular focus on developing certifications or supporting skills-building for transformation to Industry 4.0 according to international standards.

B. Component 2: Labor Market Information System (LMIS) strengthening (Building partnerships between MOM, private sector, and vocational training institutions to improve LMIS to increase access to quality vocational training and employment opportunities.)

The Contractor must provide technical support to key government stakeholders overseeing the existing Labor Market Information System (LMIS) including the Ministry of Manpower, local governments and other relevant institutions to improve/strengthen the LMIS. The Contractor must work collaboratively with these stakeholders to identify gaps within the LMIS and develop effective approaches to revamp the LMIS including, for example, through mobilizing stakeholder contributions to the system. The Contractor must use the recent World Bank's assessment of Indonesian LMIS AyoKitaKerja to inform its approaches to strengthen the system¹¹. The Contractor must ensure or strengthen connection of national LMIS to local labor markets (provincial and district/cities level). Furthermore, the Contractor must provide technical assistance to local governments to utilize the LMIS to inform labor/talent needs planning in the target provinces. The Contractor must assess the capacity of sections/units within the Ministry of Manpower and other relevant government agencies overseeing and/or managing LMIS and provide technical assistance (TA) to address identified needs. The Contractor must engage, or work with,

¹¹The World Bank conducted the study in 2020 based on the request of the Ministry of Manpower. The title of the study report is "Toward a World-Class Labor Market Information System for Indonesia: An Assessment of the System Managed by the Indonesian Ministry of Manpower".

government agencies/authorities, businesses, and other relevant stakeholders to disseminate or socialize the LMIS to users i.e., prospective workers/job seekers, employers, local workforce development planning agencies and vocational training providers to increase their utilization of LMIS.

Activities must include, but are not limited to:

1. In close collaboration with MOM, engage key stakeholders, including provincial/district governments, the private sector and other relevant entities, to support/contribute to strengthening of LMIS;
2. Plan, organize and conduct assessments to identify gaps in the functions and utilization of existing LMIS in Indonesia;
3. Engage key GOI agencies and other stakeholders, including digital technology providers, to improve the LMIS based on the identified gaps;
4. Develop the capacity of GOI agencies involved in LMIS to better manage LMIS to improve its utility and services for the users; and
5. Support development or strengthening of local LMI systems to serve the needs of users to expand/increase their access to market-relevant training and employment opportunities.

C. Component 3: Streamlining of policy guidance and/or implementing regulations related to utilization/implementation of tax deduction/incentive on training activities for the private sector

The Contractor must review existing policy on tax deductions for the private sector (i.e., the Ministerial Decree of the Finance Minister) to help businesses understand and follow processes/procedures to claim and obtain tax deductions successfully. The Contractor must work with GOI agencies and other relevant stakeholders overseeing implementation of the tax deduction policy to streamline implementing regulations and guidance issued by the GOI agencies to accelerate its utilization (e.g., creating user guides and multimedia tutorials on tax deduction application/claim process for the private sector). The Contractor must work with business/industry associations to socialize streamlined implementing regulations and policy guidance to the private sector to maximize utilization of tax deduction incentives for vocational training collaborations with the training centers.

Activities must include, but are not limited to:

1. Convene GOI agencies and relevant companies to identify implementation issues and gaps in policy guidance and implementing regulations of tax deduction on training activities for companies;
2. Provide technical assistance to relevant ministries/agencies (e.g Ministry of Finance and Ministry of Industry) and business associations to develop policy guidance and necessary implementing regulations to streamline and expedite process and procedures to claim/apply for tax deduction;
3. Provide technical assistance to relevant ministries and/or business associations to socialize the policy guidance, including public awareness campaigns to increase utilization of tax deduction incentives by the private sector;
4. Provide technical assistance to relevant stakeholders such as the Ministry of Industry, MOM, business association to strengthen coaching clinic/services or helpdesk support for firms on tax deduction application/submissions, and
5. Advise businesses on the applicability and processes of tax deductions for training costs, internships, apprenticeships and other types of workforce training programs.

C.6 INCORPORATION OF GENDER AND SOCIAL INCLUSION

The results of gender analysis show that changes in gender and social norms to vocational training and

employment as well as enactment in laws that protect workers' rights are required to close the gender gap and promote inclusivity in the workforce. The activity will include specific interventions with BLKs to address the underlying drivers of exclusion of women and other marginalized groups (youth, people with disabilities, the poorest, and the most vulnerable). Across the activity cycle, the Contractor must ensure that all USAID policies and strategies, including the 2012 Gender Equality and Female Empowerment Policy, Youth in Development Policy and its operationalization under ADS 205 are applied. To determine the intervention, as required by ADS 205, the Contractor must identify, understand, and explain issues that affect the participation of men, women, and marginalized groups as well as reflect the intersection of sex with age, ethnicity, disability and location in training programs and employment. Based on the findings of this analysis and findings of the USAID gender analysis report, Contractor must then develop gender and inclusive development action plans (GIDAP) or strategies to incorporate interventions that address and reduce the inequities and challenges identified.

To increase the probability of project effectiveness and sustainability, during the assessment phase, the Contractor must ensure inclusion of different marginalized populations. For example, if you are engaging youth, ensure that women, poor and vulnerable youth and youth with disabilities are represented and then explicitly identify key stakeholders. All people-level data for indicators must disaggregate the needs of relevant population groups by sex, age or other relevant characteristics. The contractor must monitor and report progress of gender-related activities and results in order to measure USAID's outcomes and impacts related to gender and social inclusion, especially with respect to women's and marginalized population's participation in the training programs. The Contractor -must report if there is any unintended negative impact on gender equality as a result of the activity implementation and develop an appropriate mitigation plan.

C.7 MONITORING, EVALUATION AND LEARNING

The Activity will develop and conduct a robust performance monitoring, evaluation, and learning to (a) ensure the intended results and impact are being generated, and (b) inform activity management if and when course corrections may be necessary.

After the Activity is awarded, a detailed Activity Monitoring, Evaluation, and Learning Plan (AMEL Plan) will be developed in accordance with ADS 201.3.4.10, in close consultation with USAID/Indonesia. The Activity will develop qualitative and quantitative indicators, including appropriate Standard Foreign Assistance Indicators (F indicators) as mandated by USAID, to capture the purpose, IRs, sub-IRs and outputs, and will establish baselines, Performance Indicator Reference Sheet (PIRS) including performance targets for those indicators. The time it takes to ascertain baselines will depend on the nature of the indicators and their data sources. All indicators must be consistent with 1) USAID's Indo-Pacific Vision and 2) USAID/Indonesia's Mission-wide Performance Management Plan (PMP). USAID guidance on setting performance targets indicates that they should be ambitious, but achievable.

In addition, the activity will develop other indicators necessary in order to adequately measure and track progress and impact of the range of possible tasks. The Activity must describe the rationale behind the indicators selected (relevance of the indicator, data quality, availability, cost-effectiveness of collection, etc.) and tradeoffs will be agreed upon jointly with USAID. Outcome indicators, as opposed to output indicators, must be used whenever possible.

In line with the overall goal of the activity to enhance private sector investment in vocational training, the Activity aims to support creation of new and improved partnerships in the four (4) USAID priority provinces i.e. North Sumatra, Banten, East Java and South Sulawesi. The following potential indicators, including gender, age, and people with disabilities data disaggregation, may be considered:

- Number of female and male participants/graduates with improved market-relevant skills following USG-assisted workforce development programs
- Percent of females and males with new employment within 6 months of training following participation in USG- assisted workforce development programs (EG 6-12).
- Percentage change in BLKs' capacity to implement improved training programs as a result of private sector partnership
- Number of partnerships between companies and training institutions established/created to implement vocational training programs compliant with tax incentives policy requirements.
- Value of leveraged funds through USG assistance (PMP indicators)
- Value of funds mobilized through USG assistance (PMP indicators)
- Satisfaction (in percentage) concerning on labor market information and analysis of skills supply to inform the development of new training
- Number of prospective workers/job seekers getting internships/apprenticeships or employment from improved LMIS utilization and/or service
- The value of tax incentives collected as a result of USG assistance
- Number of tax deduction submissions as a result of USG assisted partnerships

In order to better represent the results of USAID-funded activities, when applicable, USAID requires geographically disaggregated indicators to measure the Activity results. Such indicators include information on the location or geographic scale of the Activity performance, impact, or other information. Geographically disaggregated indicators enable the Activity to investigate the geographic variation in performance for improved monitoring, learning, and adapting. In the AMEL plan, the Contractor must identify which indicators lend themselves to geographic representation and report accordingly. The AMEL plan must demonstrate how such geographically disaggregated indicators will be used to analyze Activity performance and inform management decisions.

In accordance with ADS 201 and ADS 579, to maximize development impact effectively and efficiently, as well as to promote transparency, participation, and collaboration, the Activity will collect Activity Location Data as well the estimate of investment in those locations. The Activity Location Data depict an activity's location of implementation and intended beneficiaries.

A mid-term and final performance evaluation will be conducted through an external contract that will be managed by USAID/Indonesia. The mid-term evaluation will focus on investigating the most effective approach and/or factor(s) to incentivize the private sector to collaborate/partner with vocational training centers (i.e., BLKs) to improve quality of training and workforce productivity as well as key approaches to improve LMIS utility and services. Furthermore, these evaluations will assess activity systems, implementation, and lessons learned and use the results as organizational diagnostic to improve the implementation. The Activity will collaborate with the USAID evaluation team by providing relevant data and information.

The Activity will incorporate the collaborating, learning and adapting (CLA) principles throughout the Program Cycle, to collaborate and engage with a broad set of stakeholders, to learn from both evidence and experience and to adapt iteratively to unexpected results or changes in context. CLA can ensure that programs are coordinated, grounded in a strong evidence base, and iteratively adapted to remain relevant throughout implementation. The systematic application of CLA approaches, grounded in a strong learning agenda, to drive implementation will improve the effectiveness of interventions and support the

achievement of development outcomes. The activity will contribute to and expand on the learning agenda that has been identified in the USAID/Indonesia PMP, especially the learning plan under Development Objective 2.

C.8 PRIVATE SECTOR ENGAGEMENT

The private sector has a critical role to achieve the activity goal through its substantial engagement in the partnerships with vocational training centers, contribution and input to the labor market information system to improve linkages and match of vocational training with labor market needs, as well as streamlining of policy guidance to maximize utilization of tax deduction incentives. Throughout planning (including assessment and other consultations) and implementation of the activities under PADU, the Contractor must explore ways to engage the private sector and establish or improve its linkages and collaboration with the government, vocational training centers, and other stakeholders. Engagement of the private sector to identify areas of possible collaboration and inclusion of private sector entities or resources is required to the extent that their inclusion will make the partnerships more sustainable. The private sector entities to be engaged by the Contractor include businesses, corporations, small or medium enterprises or firms, relevant industry/business associations, chambers of commerce, and other private sector entities, as they are deemed relevant.

C.9 ENVIRONMENTAL AND CLIMATE RISK ANALYSIS

Pursuant to 22 CFR 216, an Initial Environmental Examination (IEE) has been completed which summarizes the result of the Environmental and Climate Risk Analysis of this Activity. PADU is deemed to have no adverse impact on the natural environment and human health and all activities are justified for Categorical Exclusions, pursuant to 22 CFR 216.2(c)(2)(i) for education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.); 22 CFR 216.2(c)(2)(iii) for analyses, studies, academic, or research workshops and meetings; 22 CFR 216.2(c)(2)(v) for document and information transfers; and 22 CFR 216.2(c)(2)(xiv) for studies, projects, or programs intended to develop the capability of recipient countries to engage in developing planning, except to the extent designed to result in activities directly affecting the environment. As a result of the Climate Risk Analysis, PADU received a Low Risk Rating which indicates that all activities under this Activity are less affected by the impact of climate change.

Following the conditions above, USAID confirms that no further requirements are needed prior or during implementation. However, the COR and the Contractor must closely monitor for any unforeseen issues that need to be addressed during implementation.

C.10 MANAGEMENT STRUCTURE

The Contractor must recruit and establish a qualified team of experts to develop and implement the activity to accomplish the goals of PADU. The Contractor must have staffing composition that possesses needed expertise to implement the activity and must identify, recruit, and hire candidates for the key personnel position. The Contractor must demonstrate organizational commitment to develop and apply inclusive hiring policy and incorporate gender equality and social inclusion principles into its systems and management of activity personnel. The Contractor must adopt professional capacity development principles for all of its staff. When required, the Contractor must seek USAID's feedback on the effectiveness of its personnel and subcontractors as well as partners employed under the activity.

The Contractor must demonstrate professional-level skills and management practices in the performance of this contract. The Contractor must establish effective quality control to ensure that deliverables and products meet professional standards and comply with contract requirements.

Staffing and Personnel

The Contractor must assemble a competent team that combines a core team to implement PADU. The core team at the minimum consist of a local hire Chief of Party, designated as a sole Key Personnel. The Chief of Party must serve as Alliance Builder who will be leading PADU efforts in identifying potential alliance partners, working hand-in-hand with the private sector, and building partnerships between vocational training centers and the private sector.

The Contractor must set up an activity office in Jakarta; provincial office set up is not required.

[END OF SECTION C]

SECTION D - BRANDING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and program construction sites and other program 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 program construction sites and other program 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 program 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 STRATEGY AND MARKING PLAN

Branding Strategy and Marking plan under this contract shall comply with the “USAID Graphics Standard Manual” available at <http://www.usaid.gov/branding> and any successor branding policy as detailed in the ADS Chapter 320.

Objective: To ensure that the Government of Indonesia, development stakeholders, the Indonesian public, and those that view products and deliverables of the contract are aware that the assistance is from the American people.

Activity Name: The name of the activity is USAID PADU. In every public event or document and in discussions with the Government of Indonesia and other counterparts, the Contractor must identify the activity as “USAID Partnerships for Productivity (USAID PADU)” on each reference.

Positioning: Publicity materials and communications shall clearly reflect the notion that this activity is provided by the American People through USAID, with the close collaboration and support of the Government of Indonesia. No other organizations or bodies shall be acknowledged publicly in connection with this activity. Any subcontractors of this activity must adhere to USAID marking and branding regulations found in ADS 320.

Visibility: USAID seeks a very high level of visibility through USAID-branded public events, high-level visits, community awareness and training activities, and media coverage.

Approval Procedures: In carrying out the approved Branding Strategy and Marking Plan, the contractor must seek timely approval from the COR, in consultation with the USAID/Indonesia Mission Development Outreach Coordinator (DOC) Office, for all public and media documents, and event preparation forms as per USAID/Indonesia Mission outreach and communications procedures. All copies

of these materials and copies of press coverage will be provided to the Mission DOC Office at jakartadocs@usaid.gov

Anticipated Elements of Marking Plan: Deliverables to be marked include products, equipment and inputs delivered; places where activities are carried out; external public communications, studies, reports, publications and informative and proportional products; and workshops, conferences, fairs and any such events. Disclaimers will be used in the case of materials whose publication USAID is funding but not fully supporting in its contents and must read: USAID will not be held responsible for any of the whole of the contents of this publication.

Graphics Standard Manual: USAID's web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports, and required deliverables or outputs must be subject to the performance standards set forth in Sections C, Section F and Section H. Unless otherwise specified, inspection and acceptance must take place at USAID/Indonesia.

The Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs. Acceptance of goods/services and reports or other deliverables by the COR must form the basis for payments to the Contractor and will form the basis of the Contractor's permanent performance record with regard to this contract.

E.3 PERFORMANCE STANDARDS

(a) The Contractor's performance will be evaluated based on the completion of specific tasks as outlined in the contract, adherence to the work plan, and reports submitted to the COR in accordance with the performance standards set forth in Section C and quality reports described in Section F below. Performance evaluation will be conducted jointly by the COR and the Contracting Officer and will form the basis of the Contractor's permanent performance record with regard to this contract as required in FAR Part 42.15 and AIDAR 742.15. USAID will evaluate the Contractor's performance annually for the period of the contract. This evaluation will form the basis of the Contractor's permanent performance record under this contract.

(b) USAID reserves the right to conduct, and the Contractor must expect and be prepared for, a management and/or financial audit by USAID at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the Contract. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

(c) USAID will also conduct performance evaluations of the program consistent with the Agency Evaluation Policy and program performance reviews as required. The Contractor must cooperate with and contribute to these reviews and evaluations.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance is five (5) years effective from the date of the Contracting Officer's signature on the cover page of the contract.

F.3 PLACE OF PERFORMANCE

The place of performance of this contract is Indonesia.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

All reports and deliverables must be submitted to the COR by the due dates specified below, Western Indonesian Time, in electronic copy (in Unlocked PDF and MS Word formats). Submissions of reports and deliverables in hard copy may be requested by the COR. The Contractor and the COR will set a fixed schedule and standard formats for reports including due dates if not otherwise specified in the Contract, except for those reports that will be provided on an ad hoc basis or upon COR request.

In addition to the requirements set forth for submission of deliverables in Section C of the contract, as further specified in the Work Plans, and in accordance with AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit the reports, deliverables, or outputs as further described below to the COR (referenced in Section G.3). The Contractor must submit progress reports of gender-related activities and results, in order to measure USAID's outcomes and impacts related to gender and social inclusion issues. The Contractor should also report if there are any unintended negative impacts to gender equality as a result of the activity implementation and develop any mitigation plan.

All deliverables and reports must be in the English language. The COR will inspect and approve all submitted reports and deliverables in accordance with Section E.2. The COR reserves the right to request Bahasa Indonesia translations and/or summaries of major reports.

The Contractor must promptly notify the COR of any problems, delays, or adverse conditions that materially impair the Contractor's ability to meet the requirements of the contract.

LIST OF REPORTS/DELIVERABLES:

No.	Deliverables	Date Due	Reference
Planning and Start-Up Deliverables			
1	Mobilization Plan	Within 30 days of the effective date of the award.	F.4.1
2	Activity Monitoring, Evaluation, and Learning (AMEL) Plan, including the Collaboration, Learning, and Adapting (CLA) Plan	Draft of Initial AMEL and CLA Plan due within 90 days after the award effective date. Final is due 120 days after the award effective date.	F.4.2
3	Annual Work Plans Strategic Communication Plan	Initial Work Plan is due within 45 days of the award effective date. Thereafter, annual work plans are due August 1 of each year. Strategic Communications Plan due within 140 days following the effective award date.	F.4.3
Other Deliverables & Reports			
4	Demobilization and Closeout Plan	Six months prior to the completion date.	F.4.4
Periodic Reports			
5	Performance Reports	<p>Quarterly Reports: First three Quarterly Reports due no later than 15 days following the end of each U.S. fiscal year quarter.</p> <p>Annual Reports: The fourth quarter/Annual Report must be submitted no later than 30 days following the end of the U.S. fiscal year.</p> <p>The draft Final Report is due within 45 days prior to the contract completion date. The finalized Final Report is due within 30 days after contract completion.</p>	<p>F.4.5.1</p> <p>F.4.5.2</p> <p>F.4.5.3</p>

Activity Level Deliverables			
	a. Skills Gap Analysis Report	Set forth in the Initial Work Plan	F.4.5.4
	b. Results Report of Partnerships between Firm and BLKs	No later than 30 days following the end of the U.S. fiscal year.	F.4.5.5
	c. Results Report of Vocational Training Centers Capacity Development	No later than 30 days following the end of the U.S. fiscal year.	F.4.5.6
	d. LMIS Needs Assessment Report	As set forth in the Initial Work Plan	F.4.5.7
	e. Results of LMIS Improvement Report	No later than 30 days following the end of the U.S. fiscal year.	F.4.5.8
	f. Tax Deduction Guideline	As set forth in the Initial Work Plan	F.4.5.9
	g. Report on Results of Firms' Tax Applications Submissions	No later than 30 days following the end of the U.S. fiscal year.	F.4.5.10
6	Quarterly Accrual and Estimated Expenditures Report	No later than the 10th of March, June, September and December.	F.4.6
7	Geographic Information Submissions		F.4.7
	a) Activity Location Data	a) Same day as 2nd Quarterly and Annual Report	
	b) Geographic Data	b) Same day as part of Annual Report	
	c) Investment by Location Data	c) Same day as 2nd Quarterly Report and Annual Report	
8	Special Reporting		F.4.8
	a) GOI Reporting	a) To be determined after the award.	
	b) BAST Reporting	b) Annually, no later than the end of each calendar year.	
	c) Ad Hoc Reporting	c) As required by the Mission	

F.4.1. Mobilization Plan

The Contractor will develop a start-up plan with timelines that will serve as the basic blueprint for the first month of the contract. This plan will set forth priority actions such as recruitment and hiring of key personnel and staff, securing office space, obtaining all required company registration requirements, and purchase of equipment. The plan will also outline the key tasks to make the activity operational.

The Contractor must fully mobilize personnel and offices in-country within 30 days of contract award. Offerors will identify quick start activities in their proposals that are high priority and can begin even while the work plan is being developed. Quick start activities may commence prior to work plan approval subject to prior written approval by the COR.

Due Date: The Mobilization Plan must be submitted to USAID within 30 days of the award effective date.

F.4.2 Activity Monitoring, Evaluation, and Learning (AMEL) Plan

The Contractor must develop and implement an Activity Monitoring, Evaluation, and Learning (AMEL) Plan in accordance with ADS 201.3.4.10 that measures and tracks progress toward the immediate results and expected outcomes outlined in the contract and the interventions defined in the implementation and work plans.

The AMEL Plan will include:

1. Overall description of the monitoring, evaluation, and learning (MEL) approach, including proposed indicators, methodologies for collection and verification, data sources, and responsible parties.
2. Collaboration with any external evaluations, including Data Quality Assessments (DQA) conducted by USAID;
3. Estimated resources for carrying out MEL activities that are a part of the approved award budget;
4. Performance Indicator Reference Sheet (PIRS) for each mandatory and custom indicator, including the rationale for selected custom indicators at the outcome level;
5. A Logical Framework Matrix that includes all indicators and their baselines, annual target values, life of Activity target values, and disaggregate levels, including disaggregation by sex.

The Contractor must develop qualitative and quantitative indicators, including appropriate Standard Foreign Assistance Indicators (F indicators) as mandated by USAID, to measure the activity achievement at the purpose, IR, sub-IR and output level, and establish baselines for those indicators. All indicators must be consistent with 1) USAID's [Indo-Pacific Vision](#) and 2) USAID/Indonesia's Mission-wide Performance Management Plan.

The Contractor is responsible for ensuring data collection, storage, analysis, reporting as well as ensuring the quality of indicator data, including those provided by any sub-awardees. The Contractor must ensure the validity, integrity, precision, reliability, and timeliness of data used for measuring performance of the Activity and informing decision making. All externally reported indicators must have a data quality assessment (DQA).

In order to better represent the results of USAID-funded activities, when applicable USAID requires geographically disaggregated indicators to measure the Activity's results. Such indicators include information on the location or geographic scale of the Activity's performance, impact, or other information. Geographically disaggregated indicators enable the Activity to investigate the geographic variation in performance for improved monitoring, learning and adapting. In the AMEL plan, the Contractor must identify which indicators lend themselves to geographic representation and report

accordingly. The AMEL plan must demonstrate how such geographically disaggregated indicators will be used to analyze Activity performance and inform management decisions.

The AMEL plan must include indicators that USAID uses in its own standardized reporting as well as indicators that the Contractor believes to be necessary in order to adequately measure and track progress and impact of the range of possible tasks. The Contractor must describe the rationale behind the indicators selected (relevance of the indicator, data quality, availability, cost-effectiveness of collection, etc.) and tradeoffs will be agreed upon jointly with the COR. The Contractor is encouraged to keep these to the minimum number necessary for monitoring needs and to propose innovative approaches and creative technologies for data collection. Outcome indicators, as opposed to output indicators, should be used whenever possible.

The Contractor must include a CLA Plan as part of the AMEL Plan. Along with the AMEL Plan, the Contractor must submit a CLA Plan. The CLA Plan must describe how the Contractor will:

- Collaborate with USAID; government counterparts; and other stakeholders.
- Establish a learning agenda, including opportunities to reflect on progress, review challenges and successes, and learn from failure.
- Incorporate learning into the implementation of activity, including the process by which adjustments will be made.

As part of CLA, the MEL plan should be revised as needed in response to changes in the Activity or context that occur during the life of the Activity, including changes to USAID mandatory standard indicators and indicator disaggregate categories. All changes must be approved in writing by the COR.

In developing the AMEL plan, the Contractor should follow the guidance outlined in USAID's How-To Note: Activity Monitoring, Evaluation, & Learning (AMEL) Plan document: https://usaidlearninglab.org/sites/default/files/resource/files/cleared_-_how-to_note_-_activity_mel_plan_sep2017.pdf. The Contractor is highly encouraged to utilize the AMEL Plan template that will be provided by the COR.

The Contractor must submit AMEL data in quarterly and annual reports.

Due Date: The Contractor must submit the Initial AMEL Plan within 90 days after the contract effective award date to the COR for approval. Final is due 120 days after the award effective date.

F.4.3 Annual Work Plans

The work plan is the key document for contract performance against which performance must be monitored and evaluated by USAID and the Contractor. The work plans demonstrate how the Contractor will implement the activity on a year-to-year basis. The work plan details the actions the Contractor will take to effectively achieve the award's objectives; serves as a guide to implementation; and, once approved, represents an agreement as to the nature and timing of discrete tasks and interventions.

The Contractor must prepare the work plans in close consultation with USAID/Office of Economic Growth and Education, including the potential engagement of other USAID technical offices. In addition, the work plans will be developed and shared with national and subnational government partners to solicit input and ensure buy-in. The Contractor must also consult with other relevant stakeholders in Indonesia, such as civil society, the private sector, and other donors, to ensure responsiveness to context, coordinate with existing initiatives, leverage opportunities, and avoid overlap. As the work plans are intended to be working documents for the use of the Contractor and USAID, there is no expectation that they will be publicly disseminated.

The work plan must be a concise and effective reference tool for the Contractor to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance throughout the work plan year to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual work plan will form the basis for an annual management review conducted by USAID and program staff to assess activity directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions.

Work plans will identify a logical sequence of steps to be undertaken to implement each activity component and must include an associated timetable and budget.

Work plans must describe the specific actions and interventions required to meet the contract requirements and expectations, including:

1. A summary of achievement towards results and outcomes from the previous period, including progress of the sustainability strategy.
2. Proposed interventions for the year, including actions, location, partners, individuals responsible, timeframes, and expected results.
3. The work plan must have Gender and Inclusive Development Action Plans (GIDAP) or strategies describing how gender will be integrated into all phases of the work.
4. Corresponding schedule on a Gantt chart and resources required to complete interventions.
5. How the Contractor will coordinate and collaborate with USAID and non-USAID stakeholders.
6. Proposed deliverables and due dates for submission.
7. A breakdown of expenditures by intervention.
8. Proposed travel plan.
9. Proposed short-term technical assistance plan, including estimated resources.
10. Proposed plan for subcontracting and factors for the selection of subcontractors in support of achieving the expected results.
11. Proposed strategy and activities for implementing gender equality and social inclusion.
12. Update on monitoring, evaluation, and learning, including contextual developments, lessons learned from the previous year, anticipated challenges for the upcoming year, and planned support for the subsequent implementation period.
13. Proposed outreach and communication deliverables and strategic communication activities; any requested waivers, deviations or exemptions to the Branding and Marking plans.

The Contractor must be structured for continual learning, adaptive management, and flexibility, such that well-constructed feedback loops are in place and mid-course corrections in response to shifting circumstances can be identified and made quickly. The work plans will take into account lessons learned in implementing the contract, draw from best practices, and indicate where adjustments are being proposed as a result of lessons learned.

During contract performance, the Contractor will update the annual work plan as required, including to reflect adaptive management, subject to COR approval. COR's approval of work plan updates are required if the proposed changes impact the use of available contract funds. Such comments and changes, however, if accepted by the Contractor, may not constitute a change from the terms of the contract.

All interventions described in the work plan must be within the scope of the contract.

The work plans must include a two to three-page Executive Summary, in English and Bahasa Indonesia, that gives a basic description of the Activity in plain language with no jargon or abbreviations. Annual work plans (partially or in their entirety) may be translated into Bahasa Indonesia upon request by the COR.

Due Date: The Contractor must submit the Initial Work Plan within 45 days following the award effective date and shall cover the period through the end of the award fiscal year. Annual Work Plans are due August 1 of each subsequent year.

Strategic Communications Plan

The Contractor must submit a strategic communications plan detailing the overarching communications efforts and tools it will use to achieve widespread awareness, knowledge, and understanding of the Activity's objectives and results among key stakeholders and the Indonesian public. The plan must state the Activity's strategic communications objectives and detail how the Contractor will achieve these objectives when creating deliverables and conducting other communications activities (e.g., media engagement, community mobilization, and use of social media). In formulating this plan, the Contractor must ensure that USAID's contribution to the achievement of communication and programmatic objectives are significantly recognized by the Activity's potential audience, as appropriate. See Section D. Branding and Marking.

Based on this Strategic Communications Plan, the annual work plan will identify specific outreach and communication deliverables and strategic communication activities for the upcoming year; the annual progress report will report on such deliverables and activities.

Due Date: The Contractor must submit the Strategic Communications Plan within 140 days following the effective award date.

F.4.4. Demobilization and Closeout Plan

The Contractor will develop and implement a COR-approved Closeout Plan (administration, information, finance, procurement, and management) and Demobilization Plan. The Plan must include, but is not limited to, the following:

- 1) A plan for the phase-out of in-country operations.
- 2) Delivery schedule for all reports or other deliverables required under the Contract.
- 3) A timetable for completing all required actions.
- 4) Dates for final delivery of all goods and services for subcontracts.
- 5) A property disposition plan for the Contractor and subcontractor(s) in accordance with government regulations, reviewed and approved by the COR and the CO, including the submission date of the final Property Disposition Plan to the COR.
- 6) Review of contract files for audit purposes and final billing to USAID.
- 7) A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and payments, vehicle leases, phone subscriptions, and other obligations and/or payments.
- 8) Receipt of all final invoices and award performance reports.
- 9) Report use of funds not required for the completion of the contract.
- 10) A timetable of final activities disseminating the Activity's lessons learned and best practices.

Due Date: The Contractor must provide a Close-Out Plan to the COR within six months prior to the contract completion date.

F.4.5 Performance Report

For this award, there will be three types of performance progress reports:

1. Quarterly Reports
2. Annual Reports

3. Final Report

F.4.5.1 Quarterly Reports: The Contractor must submit to the COR regular quarterly reports on Activity interventions, achievements, and challenges, including a summary of the operational context, progress towards expected outcomes, and recommendations for necessary adjustments. The format for these reports will be jointly established between the Contractor and the COR.

The quarterly report should not be longer than 25 pages, excluding an Executive Summary and annexes, and must contain at a minimum the following information:

1. Summary of progress on interventions at the national and subnational level as determined by the annual work plan.
2. Identification of specific problems and delays, recommendations for adjustments and corrective action, and status of resolving issues described in previous reports.
3. Highlights of and implications of any high-level meetings and field visits.
4. Developments or events that have the potential to significantly affect the performance or progress toward targets.
5. Coordination and collaboration efforts with other USAID activities, other donor programs, and private sector stakeholders.
6. Discussion of lessons learned and good practices, including efforts to promote innovation, and local ownership.
7. Summary of activities, accomplishments and lessons learned regarding gender equality and social inclusion efforts, including reporting on gender-related constraints and/or opportunities.
8. Analysis and explanation of cost overruns or high unit costs (the Contractor must immediately notify USAID of developments that have a significant impact on award-supported activities).
9. Plans for next quarter, including international travel plan in accordance with AIDAR 752.7032.
10. Detailed reporting on the status and outcomes of communication activities and outreach and communication deliverables described in the annual work plan, and as appropriate, lessons learned and recommendations for future communications. This section should include reporting of media coverage/press clips as well as website and social media reach (if any). Annually, this reporting must also describe Contractor's compliance with the Branding and Marking Plan.

The quarterly report must include a two-to-three page Executive Summary in both English and Bahasa Indonesia. The Executive Summary must provide a basic description of the Activity in plain language with no jargon or abbreviations. The Executive Summary must explain key interventions, their importance, and their impact.

Annexes should include:

- a. Logical Framework Matrix including all indicators and their level of aggregates (including by sex), along with progress against annual targets and out-year target values.
- b. Based on the deliverables schedule set forth in the Annual Work Plan, at least two "Success Stories" that highlight the impact of the Activity. The stories must articulate how the Activity has

resulted in positive change and ideally capture human-centered stories that help audiences personally and emotionally connect. All success stories must be shared electronically with the USAID/Indonesia Development Outreach and Communications (DOC) team at jakartadocs@usaid.gov. A minimum of one success story per year must highlight gender equality and social inclusion efforts.

- c. A list of planned public events (if any) that provides sufficient information on any press involvement, participation of USAID personnel, or high-level government officials that may be required for the next quarter.
- d. If appropriate as determined by the COR, a list of the electronic data sets used for the quarterly progress report. See Section H.29 regarding Contractor requirements for submission of electronic datasets and Data Development Library (DDL).
- e. If appropriate as determined by the COR, electronic copies of all products produced under the contract including but not limited to publications, studies, presentations, trip reports, technical reports, and original photo files (with photographer's credit).
- f. For the second quarterly progress report, the Activity Location Data and Investment by Location Data completed templates, as described in Section F.4.7

The report structure and narrative should focus on communicating implementation results, progress, learning, and adapting.

F.4.5.2 Annual Reports: The Contractor must submit to the COR an Annual Report for each year of implementation. The Annual Report **is not** intended to be a compilation of Quarterly Reports. Rather, the Annual Report must set out progress made in achievement of the expected results. It will draw on the AMEL Plan and provide a clear presentation of progress over the course of the year and an analysis of successes, challenges, learning, and recommendations for adapting.

In addition to the annexes required in the quarterly reports, the Annual Report must include the following additional annexes:

- a. Activity Location Data completed template, as described in Section F.4.7. Note this must also be completed as part of the second quarterly report.

F.4.5.3 Final Report: The Final Report must discuss all interventions and major achievements from the start of the Activity through its completion. At a minimum the Final Report must include:

1. An executive summary of the Final Report.
2. A life-of-activity summary of the achievement of intermediate results and expected outcomes, with tangible examples and evidence.
3. A summary of deliverables/benchmarks.
4. A discussion of opportunities and challenges and resulting lessons learned.
5. Overall sustainability of interventions and outcomes, specifically how local stakeholders will continue to pursue innovation and best practices and implement and institutionalize changes following the end of the Activity.
6. A discussion of lessons learned and improvements in previously identified social inclusion and gender disparities and inequalities, including identifying newly created opportunities for men and women, negative impacts that were addressed or avoided, and emerging or remaining needs and inequalities.
7. Recommendations on what worked/didn't work, for future USAID program design.

8. A financial report detailing how funds were expended, by line item.

Due Dates:

- Quarterly Reports must be submitted by the Contractor no later than 15 days following the end of each fiscal year quarter (except for the fourth quarter, which will be covered by the Annual Report).
- Annual Reports must be submitted by the Contractor no later than 30 days following the end of the U.S. fiscal year.
- The Contractor must provide a draft Final Report to the COR for review within 45 days prior to the contract completion date. Within 30 days after the contract completion date, the Contractor must submit a final completion report.

F.4.5.4 Skills Gap Analysis Report: The Contractor must conduct skills gap analysis for PADU target provinces and submit to the COR Skills Gap Analysis Report within the first year of implementation. The Skills Gap Analysis Report must be approved by COR. The Skills Gap Analysis Report will include a description on skills gap based on analysis of the labor market and demand for skills in target provinces and provide actionable recommendations for the government and other relevant stakeholders.

Due Date: Specific deadlines for Skills Gap Analysis report will be set forth in the Initial Work Plan.

F.4.5.5 Results of Partnerships Between Firm and BLKs

The Contractor must submit a report on progress of partnerships building between the private sector firms with BLKs annually starting from the second year of implementation. This report is to be submitted along with or as part of the Annual Report. The report should indicate achievement of partnership building against the annual target set in the AMELP.

Due Date: Report on results of partnerships must be submitted by the Contractor no later than 30 days following the end of the U.S. fiscal year.

F.4.5.6 Results of Vocational Training Centers Capacity Development

The Contractor must submit a report on progress of capacity building of BLKs annually starting from the second year of implementation. This report is to be submitted alongside or as part of the Annual Report. The report must indicate progress of BLK institutional capacity building against the target set in AMELP. The Contractor will use a set of standardized, evidence-based quality criteria or metrics agreed upon by BLKs, local government and relevant stakeholders.

Due Date: Report on increased capacity of vocational training centers must be submitted by the Contractor no later than 30 days following the end of the U.S. fiscal year.

F.4.5.7 LMIS Needs Assessment Report

The Contractor must submit to the COR LMIS Needs Assessment Report within the first year of implementation. The LMIS Needs Assessment Report will include at minimum a description of the needs of LMIS strengthening in PADU target provinces and also provide actionable recommendations for the government and other target stakeholders.

Due Date: Specific deadlines for LMIS needs assessment report will be set forth in the Initial Work Plan.

F.4.5.8 Results of LMIS Improvement

The Contractor must submit to the COR LMIS Improvement Report annually starting from the second year of implementation. An improved LMIS will include effective functioning of LMIS ranging from data and information management information system to interoperability and accessibility of system to users from all districts/cities throughout the province that address recommendations in LMIS Needs Assessment Report. This report is to be submitted alongside or as part of the Annual Report.

Due Date: Report on increased capacity of vocational training centers must be submitted by the Contractor no later than 30 days following the end of the U.S. fiscal year.

F.4.5.9 Tax Deduction Guideline

The Contractor must submit to the COR Tax deduction guideline within the first year of implementation. The Tax deduction guideline will include tools and other relevant content to guide the private sector firms to submit and claim tax deduction on training programs.

Due Date: Specific deadlines for the Tax deduction guideline will be set forth in the Initial Work Plan.

F.4.5.10 Report on Results of Firms' Tax Applications Submissions

The Contractor must submit a report on progress of successful tax applications submissions made by the private sector annually starting in the second year of implementation through the end of the activity. This report is to be submitted along with or as part of the Annual Report. The report must indicate progress of firms' successful applications of tax deduction as a result of PADU support against a target set in AMELP. The Contractor must use metrics agreed upon by BLKs, local government and relevant stakeholders.

Due Date: Report on results of firms' tax application submissions must be submitted by the Contractor no later than 30 days following the end of the U.S. fiscal year.

F.4.6 Quarterly Accrual and Estimated Expenditures Report.

The reports must include columns for: current budget, cumulative actual expenditures through the end of the previous quarter, accrued expenditures through the end of the current quarter, and estimated expenditures for remaining quarters and for the next fiscal year.

Due Date: Financial Reports must be submitted to the COR no later than the 10th of March, June, September and December of each year.

F.4.7 Activity Location, Geographic, and Investment by Location Data Collection and Reporting Requirements

In accordance with ADS 579, USAID has established its requirements governing development data collection and management.

The following provides requirements for reporting:

1. Activity Location Data Collection and Submission Standards

- a) Activity Location Data is the geographic location or locations where an activity is implemented. The geographic detail at which USAID/Indonesia Activity Location Data must be collected is “Admin 2” or “Kabupaten/Kota.”
- b) Activity Location Data must be submitted electronically in Microsoft Excel format using the USAID/Indonesia Activity Location Template (available upon request). This template describes the level of geographic detail that is required.
- c) Activity Location Data must be submitted as part of the second quarterly and annual report.

2. Geographic Data Collection and Asset Submission Standards

- a) In consultation with the COR, USAID will inform the Contractor of the level of geographic detail at which Geographic Data must be collected and reported.
- b) In determining the appropriate geographic data collection method, the Contractor must comply with ADS 579saam, Geographic Data Collection and Submission Standards.
- c) Geographic Data must be submitted as part of the annual report.

3. Investment by Location Data Collection and Submission Standards

- a) For the purpose of data collection, “investments” are defined as the best estimation of the total amount of U.S. Government funds distributed in each province (admin 1) for each fiscal year for the life of the activity. This estimate is derived from the budget numbers, and not actual expenditures. More information on investment data can be found in the Provincial Investment Data guidance document (available upon request).
- b) Investment by Location Data must be submitted electronically in Microsoft Excel format using the USAID/Indonesia Investment Mapping Template (available upon request). This template describes the instruction on how to calculate and record the requested information.
- c) Investment by Location Data must be submitted as part of the second quarterly and annual report.

4. All Activity Location Data and Geographic Data collection and submissions must comply with the standards set forth in ADS 579saam, Geographic Data Collection and Submission Standards. This information is available upon request.

Contractors are highly encouraged to review ADS 579saam, Geographic Data Collection and Submission Standards – An Additional Help for ADS 579 for supplemental guidance when preparing their data collection and reports.

F.4.8 Special Reporting

F.4.8.1 Government of Indonesia (GOI) Reporting

The Contractor must submit GOI Reporting, which will be reviewed by USAID and then submitted by USAID to GOI counterparts. This reporting will include progress of the Activity and other similar relevant topics. These submissions will be at least annually, but may be requested quarterly. USAID will provide a template for these reporting requirements upon award.

DUE DATE: The Contractor must submit Government of Indonesia reports according to the schedule agreed upon between USAID and the GOI.

F.4.8.2 BAST Reporting

Berita Acara Serah Terima (BAST, also referred to as “Handover Certificates”) is a report on USAID’s non-cash (goods and services) contributions to the Government of Indonesia (GOI). BAST reporting is required by the Indonesia Ministry of Finance, in order to transparently report the amount and types of assistance provided by the USG to the GOI. The BAST is signed by both USAID and the GOI institution as recipient, and registered with the Ministry of Finance. At least annually, the Contractor must provide USAID with information on the goods and/or services and prepare BAST reporting according to USAID and GOI standards for BAST reporting.

DUE DATE: Upon USAID agreement with the Activity’s GOI Technical Counterpart and in coordination with the COR, the Contractor must submit BAST reports at least annually and no later than the end of each calendar year.

F.4.8.3 Ad Hoc Reporting

Respond to any other Missions’ requirement reporting. The Contractor must work closely with the COR for any type of reporting requirements that are regularly required by the Mission. A sample of report development is when the Mission conducts portfolio review, quarterly accruals exercises and other unexpected reports to respond to the Agency’s request.

F.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)

(a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative’s approval, the Contractor must submit to USAID’s Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:
 - (i) Time-sensitive materials such as newsletters, brochures or bulletins.
 - (ii) The Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing or management information.
- (2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

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

F.6 KEY PERSONNEL

F.6.1 The key personnel of a Chief of Party is subject to the review and approval by the Contracting Officer. The roles/responsibilities and minimum qualifications for the key personnel position are as following:

Roles and Responsibilities

1. Be responsible for providing overall leadership and direction for the activity team to ensure effective activity operation, programs implementation and achievement of PADU goal;
2. Be responsible for providing primary technical and administrative oversight for the whole PADU programs (project activities) and ensure compliance with USAID rules and regulations, as well as applicable regulations of Government of Indonesia;
3. Be responsible for providing strategic vision for managing the activity and ensure quality of the work as well compliance with contractual obligations and results;
4. Be responsible for the quality and performance of the work subcontracted to other partners.

5. Responsible for leading efforts on building alliances/partnerships between TVET and the private sector.
6. To be based in Jakarta.

Minimum Qualifications:

- Hold bachelor's degree in related field of study e.g., business administration, education, humanity/development studies, social sciences, international development etc. with at least 10 (ten) years of experience working for development programs, or hold master's degree with a minimum of 8 (eight) years of professional experience working in donor-funded development programs preferably with USAID.
- Proven experience in effectively/successfully engaging the private sector to support development programs preferably in TVET-focused areas.
- Evidence of experience in working in TVET reform in developing countries;
- Proven substantial international professional experience leading capacity development programs that involved building of partnerships/collaborations between public institutions and the private sector, organizational/institutional capacity and systems strengthening.
- Proven leadership and effectiveness in the administration of similar size of international donor technical assistance projects, including demonstrated skills and success in strategic planning, management, supervision and budgeting;
- Proven ability to develop a competent project team and communicate a common vision among diverse partners and the ability to lead multi-disciplinary teams;
- Proven strong communication skills both in Indonesian and English, verbally and in writing, to fulfill the diverse technical and managerial requirements of the contract.

F.6.2 Key personnel is considered essential to the work being performed under this contract. The Contractor must be responsible for providing key personnel for full-time performance for the term of the Contract unless otherwise agreed to by the CO. USAID reserves the right to adjust the number of key personnel during the performance of this Contract. Failure to provide key personnel may be considered non-performance unless such failure is beyond the control of the contractor, and through no fault or negligence of the Contractor.

F.6.3 Prior to replacing key personnel, the Contractor must immediately notify both the Contracting Officer (CO) and Contracting Officer's Representative (COR) reasonably in advance and must submit written justification (including name and Statement of Qualification (SOQ) of the proposed replacement candidate) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel will be made by the Contractor without the approval of the Contracting Officer.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The administrative contracting office is the USAID/Indonesia Office of Acquisition and Assistance, which can be contacted at the following addresses:

<u>United States Mailing Address</u>	<u>Jakarta, Indonesia, Address</u>
Brian Chang Contracting Officer Office of Acquisition & Assistance USAID/Indonesia American Embassy Jakarta Unit 8135 USAID DPO, AP 96520-8135	Brian Chang Contracting Officer Office of Acquisition & Assistance USAID/Indonesia American Embassy Jakarta Jalan Medan Merdeka Selatan No. 3-5 Jakarta, Indonesia 10110

G.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will be appointed by the Contracting Officer through a separate COR designation letter, a copy of which will be provided to the Contractor. The COR will provide the technical direction under this contract. S/he will be located in the **Office of Economic Growth and Education** at the following address:

COR Name: TBD
Alternate COR Name: TBD
Office of Economic Growth and Education
USAID/Indonesia
American Embassy Jakarta
Jalan Medan Merdeka Selatan 3-5
Jakarta, Indonesia 10110

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact for this award is:

(To be completed at the time of award)

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

USAID/Indonesia will provide technical direction to the Contractor through the designated COR. The Contracting Officer will issue a letter appointing the COR for the Contract and provide a copy of the designation letter to the contractor.

(a) Technical directions are defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the contractor. Written communications with the Contractor and documents shall be signed as "COR" with a copy kept in the USAID Agency Secure Image and Storage Tracking (ASIST) system, accessible to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the contractor's production or performance progress and notify the contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to government facilities is required. If to be provided, ensure that government furnished property is available when required.

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

(c) In the separately-issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited, to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to notify the administrative Contracting Officer any action by the government considered to a change in writing promptly, within 7 calendar days from the date that the Contractor identifies any government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions, shall waive the Contractor's right to any claims for equitable adjustments as found in FAR 52.243-7, Notification of Changes, which is a clause of this contract.

G.6 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contractor must submit either paper or fax versions of the SF-1034 – Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures (Document Number: XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Service Desc.	\$XXXX.XX	\$XXXX.XX
0002	Service Desc.	\$XXXX.XX	\$XXXX.XX
0003	Service Desc.	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
TITLE: _____
DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

G.7 PAYING OFFICE

- (a) The paying office for this contract is:

Office of Financial Services (OFS)
USAID/Indonesia
American Embassy Jakarta
Unit 8135 USAID
FPO AP 96520-8135
E-mail: jakartausaidpayment@usaid.gov

- (b) Electronic submission of invoices is required. Electronic documentation will be sufficient; hardcopies or faxed copies will not be needed.
- (c) In order to receive payment, the invoice (SF-1034) must be accepted and approved by the COR.
- (d) The invoice must provide the bank account details, including the bank account number, the bank name and address, the SWIFT Code and the ABA number.

G.8 ACCOUNTING AND APPROPRIATION DATA

(To be completed at the time of award)

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSE INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	AIDAR (48 CFR Chapter 1 and 7)	
752.222-70	USAID Disability Policy	Dec 2004
752.222-71	NonDiscrimination	Jun 2012
752.7027	Personnel	Dec 1990

H.2. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is “937”. Local procurements are to be accomplished in accordance with AIDAR 752.225-70 and ADS 310.

H.3 LOGISTIC SUPPORT

The Contractor must be responsible for furnishing all logistic support under the contract. USAID/ Indonesia will not provide any logistical support.

H.4 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

- a. Direct compensation of the Contractor’s personnel will be in accordance with the Contractor’s established policies, procedures, and practices, and the cost principles applicable to this contract.
- b. Reimbursement of the employee’s base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.5 WORK WEEK

- a. Non-overseas Employees - The length of the Contractor's U.S., non-overseas employees’ workday must be in accordance with the Contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.

- b. Overseas Employees - The work week for the Contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.
- c. Short-Term Technical Assistance (STTA) - STTA are authorized up-to six-day workweek in the Cooperating Country with no premium pay. Any six-day workweek with an additional premium pay proposed for STTA requires prior written concurrence of the COR and prior written approval of the CO.

H.6 AIDAR 752.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)

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

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

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

H.7 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015 – 2020

Pursuant to AAPD 17-01 (<https://www.usaid.gov/sites/default/files/documents/AAPD-17-01-Rev3.pdf>) below find the DBA rates and contact information.

A. Rates

Contract Year	Period of Performance	Services
Base Period	12/1/15 – 11/30/17	\$2.00
Option 1	12/1/17 – 11/30/18	\$2.00
Option 2	12/1/18 – 11/30/19	\$2.00
Option 3	12/1/19 – 11/30/20	\$2.00
Extension	12/1/20 – 5/31/21	\$2.00

Extension	6/1/21 – 11/30/21	\$2.00
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Notes:

- Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 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).

B. Obtaining DBA Coverage

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

AON Risk Insurance Services West, Inc.
1990 North California Boulevard, Suite 560
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

**H.8 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION
REAUTHORIZATION ACT**

The U.S. Government may terminate this Contract, without penalty, if the Contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the Contract is in effect, or (ii) uses forced labor in the performance of the Contract.

H.9 AIDAR 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 advance 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 representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

H.10 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel will only be used under exceptional circumstances and in compliance with FAR 31.205-46.

H.11 FOREIGN GOVERNMENT DELEGATION TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences <https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO/COR.

H.12 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the equipment and/or resources set forth in the approved Procurement Plan.

H.13 FAR PART 4.21 PROHIBITION ON CONTRACTING FOR CERTAIN COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (SECTION 889) (JANUARY 2021)

(a) The award of this contract is based on the Section 889 Foreign Assistance Waiver USAID received from the Director of National Intelligence (DNI), which expires on September 30, 2022. Accordingly, the Contractor must submit the FAR 52.204-24 Representation Regarding Certain Telecommunications and

Video Surveillance Services or Equipment, to the Contracting Officer, as soon as the contractor is no longer using any covered technology but no later than March 31, 2022.

(b) In addition to the disclosure requirements at FAR 52.204–24(e), if the contractor represents that it does use covered telecommunications equipment or services, the Contractor must describe the circumstances (including in-country circumstances) where the Contractor uses covered technology. This must include:

1. identification of whether the covered equipment and/or services are provided by third-party communications service providers, such as the internet, phone, utilities, or others;
2. the specific country(ies) where it is used; and
3. a description of the presence of any other covered technology, whether in any internal systems or elsewhere in the supply chain.

(c) If the contractor continues to use covered technology as of March 31, 2022 and there is no applicable waiver in place, the contract period of performance will end on September 30, 2022, as the Contractor is no longer legally eligible for an award. The Contractor will only be entitled to costs incurred through the period of performance including close-out costs. The contractor is not entitled to settlement costs associated with Termination for Convenience (FAR part 49). Any applicable fee will be adjusted commensurate with work completed as of September 30, 2022.

H.14 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

(a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which 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 which has a unit cost of \$500 or more.

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c)(1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled “Government Property”.

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer,

submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

H.15 APPROVALS – NONEXPENDABLE PROPERTY PURCHASES

All purchases of nonexpendable property (i.e., property which 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 which has a unit cost of more than \$500) not listed in the approved Procurement Plan will require approval of the Contracting Officer. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The Contractor shall retain copies of all such approvals for audit purposes.

NOTE: The Contractor is required to obtain insurance coverage for all nonexpendable property purchased under the contract. The cost of premiums is allowable under the contract. To ensure the lowest cost for insurance, umbrella coverage should be provided to cover all nonexpendable property purchased under the contract.

H.16 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.17 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

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

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

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
- b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
- c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
- d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2etoolkit>.

H.18 VALUE ADDED TAX AND CUSTOMS DUTIES

VAT and customs duties are excluded from the price of the contract. USAID will provide the Contractor correspondence to assist the Contractor in obtaining this exemption from the Government of Indonesia. The Contractor must submit 0% VAT invoices for any payments.

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

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

H.20 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest must be brought to the attention of the Contracting Officer as soon as it appears. See CIB 99-17:
<http://www.usaid.gov/sites/default/files/documents/1868/cib9917.pdf>.

H.21 CONFLICT OF INTEREST

- a. It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its Sub-Contractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest

(OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

- b. The performance/actions of personnel under this contract will be imputed to the Contractor (or Sub-Contractor) by whom they are employed or retained, and the performance/actions of any Sub-Contractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.
- c. In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.
- d. If the potential conflict relates to performance of the work hereunder (*e.g.*, where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.
- e. If the potential conflict relates to future activities (*e.g.*, where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.
- f. The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.
- g. If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the

Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

- h. If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.
- i. Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

H.22 SEXUAL MISCONDUCT (DECEMBER 2020)

(a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, healthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.

(b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad (launchpad.usaid.gov), and Service Desk, phone, (202) 712-1234. These are also available to the Contractor or its employee(s).

(c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.

(d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

H.23 DISCLOSURE OF INFORMATION

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

FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

- b. Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- c. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its Sub-Contractors must be under the supervision of the Contractor or the Contractor's responsible employees.
- d. Each officer or employee of the Contractor or any of its Sub-Contractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. § 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, must be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.24 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.25 ENVIRONMENTAL COMPLIANCE

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in

Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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

No activity funded under the 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").

As a result of the Environmental review for USAID PADU, a RCE registered under the Asia 21-118 has been approved for the project funding this contract and for activities to be undertaken herein. In addition, in accordance with the result of the Climate Risk Management review for USAID PADU, all activities under this Activity are deemed to be less affected by the impact of climate change. Therefore, USAID PADU passed both environmental and climate change reviews and no further requirements are required during implementation.

However, as part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

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

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

H.26 LIMITING PLASTIC POLLUTION AND MISMANAGED WASTE (MAR 2020)

Environmental stewardship is a USAID priority, including preventing ocean pollution from mismanaged plastic waste. USAID seeks to model environmentally aware practices. As such, the [contractor/recipient] is encouraged to use alternatives to disposable products to reduce environmental impacts. Further, the implementing partner should identify opportunities to support and highlight environmentally friendly, sustainable solutions during the course of implementation".

H.27 COMMUNICATIONS AND OUTREACH APPROVAL REQUIREMENTS (FEB 2020)

1. In addition to the requirements of AIDAR 752.7035 “Public Notices,” the Contractor must obtain prior COR (in consultation with the USAID Development Outreach and Communication (DOC) Office) authorization to issue media documents such as public notices, press releases, speeches, interviews and other similar media documents.
2. The Contractor must coordinate all press inquiries and statements with the COR. Contractor must seek approval from COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor must not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/DOC.
3. USAID reserves the right to request pre-production review of USAID-funded public communications, program materials, and marketing materials for compliance with USAID’s branding strategy, graphic standards manual, and the approved Marking Plan.
4. USAID reserves the right to request outreach event preparation details.
5. If the Contractor would like to arrange a meeting with national and sub-national level senior host government officials, it must obtain concurrence from the COR for such a meeting at least one week before any such meeting is likely to be scheduled.

H.28 PUBLICATIONS, VIDEOS, OR OTHER INFORMATION MEDIA PRODUCTS (FEB 2020)

Communications Activities and Communication Products

The Contractor must outline communication activities and products that are designed to achieve the communications objectives stated in the Branding Strategy in its Branding Implementation and Marking Plans. The activities must achieve a very high-level of public visibility through an array of communications activities and products, media coverage, and social media engagement. Proposed outreach and communication activities and products must be described in the annual work plan (see Section F, Work Plans).

Communications activities can include but are not limited to: launching the activity; online campaigns; community events; announcing research, reports or publications; email marketing; spotlighting trends in the sector; highlighting activity impact or beneficiaries stories; media briefings, contests; community awareness activities; and media visits to activity sites.

Communications products can include but not limited to the following: press releases, press conferences, media interviews, site visits, success stories, testimonials from beneficiaries, professional photography, public service announcements (PSAs), videos, web or podcasts, e-invitations or group emails, and social media.

USAID also reserves the right to use communication products for USAID’s communications purposes on USAID’s communications platforms.

Social Media

Social media must only be used for the activity’s development objectives and no other purpose. All digital content to promote the activity, including but not limited to, digital success stories, promotional

videos, and infographics, must be provided to the COR and the DOC team and distributed via the official USAID/Indonesia social media platforms. The Contractor must determine the appropriate clearance process for posting content to the activity's official social media account.

USAID reserves the right to provide guidance on USAID-funded social media communications, as outlined in ADS 558, Use of Social Media for Public Engagement.

USAID reserves the right to close the social media accounts if the CO, in consultation with the COR and DOC team, determines that a Contractor is not using these platforms appropriately (see ADS 558.3.1.5 for appropriate usage guidance).

Website

According to ADS 557.3.4.1, acquisition instruments can only develop a website if it is for activity implementation goals and is approved by the USAID website governing board. If a website is created, it must be marked appropriately on the index page of the site and every major entry point to the website 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."

Websites produced under USAID-financed contracts must comply with applicable Federal, USAID, and security and accessibility laws, policies, and regulations as outlined at:

http://www.usaid.gov/info_technology/xweb/

H.29 USAID-FINANCED THIRD-PARTY WEB SITES (NOV 2017)

(a) Definitions:

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

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

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

- (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order
- (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding , and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (4) The Web site must be marked on the index page of the site and every major entry point to the web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

- (5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented, and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
- (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

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

H.30 SUBMISSION TO THE DEVELOPMENT DATA LIBRARY (DDL)

Please refer to ADS 302, USAID Direct Contracting, Section 302.3.5.21, “Submission of Datasets to the Development Data Library (DDL)” for additional guidance.

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

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

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

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

4. The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
5. The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
6. The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
7. The contractor must not submit classified data to the DDL.

H.31 SOFTWARE LICENSE ADDENDUM (MAY 2016)

- a. This special contract requirement incorporates certain terms and conditions relating to Federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties.
- b. Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et. seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those fora that have jurisdiction over Federal procurement matters.
- c. Attorney's Fees: Attorney's fees are payable by the Federal government in any action arising under this contract only pursuant to the Equal Access in Justice Act, 5 U.S.C. Section 504.
- d. No Indemnification: The Federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a).
- e. Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims."
- f. Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516).
- g. Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement.
- h. Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the Government to unilaterally exercise one or more options to extend the term of the agreement.

H.32 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)

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

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

“Information Technology” means

- (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
 - (2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
 - (3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
 - (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14).
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.
 - (c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.
 - (d) Request for Approval Requirements:
 1. If the Contractor determines that any information technology in addition to that information technology specified in the Schedule will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.
 2. As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at ITAuthorization@usaid.gov.
 - (e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

- (f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.
- (g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

H.34 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)

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

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

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

- (b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.
- (c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Within 45 calendar days of the award, the Contractor must develop policies or documentation regarding the protection, handling, and destruction of Sensitive Information.

The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

1. Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
2. Proper control and storage of mobile technology, portable data storage devices, and communication devices.
3. Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.
4. Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(d) Return of all USAID Agency records.

Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.

- (e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.
- (f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

H.35 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEM INCIDENT REPORTING (APRIL 2018)

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including

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

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

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

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited (i.e., authorized) for the applicable security level of the data or information.

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

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

- (c) Privacy Act Compliance Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).
- (d) IT Security and Privacy Training
1. All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.
 2. The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.
 3. Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.
 4. Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.
 5. Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.
- (e) Information Security and Privacy Incidents
1. Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.
 - i. Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: 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.
 - ii. Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident. Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive

Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

- iii. The Contractor must provide any supplementary information or reports related to a previously reported 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.”
2. Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency’s ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: 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.”
3. Information Security Incident Response Requirements
 - i. All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.
 - ii. The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.
 - iii. Incident Response activities that USAID requires may include, but are not limited to, inspections, investigations, forensic reviews, data analyses, and processing.
 - iv. At its discretion, USAID may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.
 - v. All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the CO or COR.
 - vi. The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

- (f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.
- (g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by e-mail) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

H.36 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APRIL 2018)

- (a) **Applicability:** This special contract requirements applies to the Contractor, its subcontractors, and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act) and Federal Information Security Management Act (FISMA) of 2002 (FISMA, Public Law 107-347. 44 U.S.C. 3531-3536), and Federal Information Security Modernization Act (FISMA) of 2014 (FISMA, Public Law 113-283 44 U.S.C. 3531-3536, as amended).
- (b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.
- (c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

H.37 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APRIL 2018)

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

“Audit Review” means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO)

“Authorizing Official” means the authorizing official is a senior government official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive” Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers. “National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Technology Resources” means agency budgetary resources, personnel, equipment, facilities, or services that are primarily used in the management, operation, acquisition, disposition, and transformation, or other activity related to the lifecycle of information technology; acquisitions or interagency agreements that include information technology and the services or equipment provided by such acquisitions or interagency agreements; but does not include grants to third parties which establish or support information technology not operated directly by the Federal Government. (OMB M-15-14)

- (b) **Applicability:** This special contract requirement applies to the Contractor, its subcontractors, 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) **Compliance with IT Security and Privacy Policies:** The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USAID IT resources for all of the Contractor’s systems that are interconnected with a USAID

network or USAID systems that are operated by the contractor. All Contractor personnel performing under this contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency IT cybersecurity requirements as well as current Federal regulations and guidance found in the Federal Information Security Management Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, 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 relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

- (1) HSPD-12 Compliance
 - i. Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.
 - ii. All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.
- (2) Internet Protocol Version 6 (IPv6) or current version: This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third-party test facility to show compliance with this requirement
- (3) Secure Configurations
 - i. The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.
 - ii. The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.
 - iii. Applications designed for normal end users must run in the standard user context without elevated system administration privileges.
 - iv. The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> or USAID established configuration settings.
- (4) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the

- validation certificate number to USAID for verification. Encryption is required to protect federal and Contractor data at rest in some cases and when transmitting data between systems.
- (5) Security Monitoring, Auditing, and Alerting Requirements: All Contractor-operated systems that use or store USAID information must meet or exceed standards documented in this contract and in Service-Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to:

System and Network Visibility and Policy Enforcement at the following levels:

- Edge
- Server / Host
- Workstation / Laptop / Client
- Network
- Application
- Database
- Storage
- User
- Alerting and Monitoring
- System, User, and Data Segmentation

- (6) Contractor System Oversight/Compliance
- i. The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic analysis.
 - ii. The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.
 - iii. All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Contracting Officer Representative (COR) and Contracting Officer, in addition to the CIO at ITAuthorization@usaid.gov. Alternatively, the Contractor may allow USAID information security staff to run scans directly.
 - iv. The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes

for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

- (7) Security Assessment and Authorization (SA&A)
- i. For all information systems procured, developed, deployed, and/or operated on behalf of the US Government information by the provision of this contract, the Contractor must provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the COR, in consultation with the USAID M/CIO Information Assurance Division.
 - ii. Prior to deployment of all information systems that transmit, store or process Government information, the contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or COR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.
 - iii. Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the COR or other designated Government staff.
 - iv. Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the COR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.
 - v. All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO or designee must approve all SA&A requirements.
 - vi. In information systems owned or operated by a contractor on behalf of an agency, or for information collected or maintained by or on behalf of the agency, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third Party Assessor (3PAO). See approved list of Assessors at <https://www.fedramp.gov//>. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at saacapackages@usaid.gov at least 60 calendar days prior to obtain the ATO for the IT system.
 - vii. USAID retains the right to deny the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re-submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation. USAID is the final authority on the compliance.

- viii. The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.
- ix. Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with the level of risk as follows:
- High Risk = 30 calendar days;
 - Moderate Risk = 60 calendar days; and
 - Low Risk = 180 calendar days

(8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.

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

H.38 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.

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

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

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

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

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

(b) Applicability

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

and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

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

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

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

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

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

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

(d) Records Management and Access to Information.

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

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Federal information, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

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

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

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

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

(g) Information Security Incidents

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

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: 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 non-criminal

purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

- (1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.
- (2) The Contractor must not install forensic software or tools without the permission of USAID.
- (3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.
- (4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

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

H.39 SUBCONTRACTOR CONSENT

Pursuant to FAR Clause 52.244-4, the following Sub-Contractor were identified and agreed to during negotiations to provide the services covered by this contract:

[TBD]

Subsequent or additional Sub-Contractor and the content of their Subcontracts require prior written approval from the Contracting Officer.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE". The full text of a clause may be accessed electronically at this/these address(es):

(FAR) <http://www.arnet.gov/far> and
(AIDAR) <http://www.usaid.gov/ads/policy/300/aidar>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION	
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE 1	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES.	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN 2020
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-12	UNIQUE ENTITY IDENTIFICATION MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE	

	MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	JUN 2020
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-12	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020
52.215-13	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA –MODIFICATIONS	JUN 2020
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
52.215-23	ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 2010
52.216-25	ALTERNATE I	APR 1984
52.219-14	LIMITATION ON SUBCONTRACTING (DEVIATION)	SEP 2021
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERN	SEP 2021
52.219-30	NOTICE OF SET-ASIDE FOR, IR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	SEP 2021
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020

52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2020
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	SEP 2021
52.242-13	BANKRUPTCY	JUL 1995
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACT FOR COMMERCIAL ITEMS	JUL 2021
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

NUMBER TITLE DATE

**AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR)
 (48 CFR Chapter 7)**

AIDAR Solicitation Provisions Incorporated By Reference (MAR 2015)

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

722-103-2	POLICY	
722-170	EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN) AND COOPERATING COUNTRY NATIONALS (CCN)	
728.305-70	OVERSEAS WORKER'S COMPENSATION AND WAR HAZARD INSURANCE-WAIVERS AND USAID INSURANCE COVERAGE	
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS	MAR 2015
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.222-71	NONDISCRIMINATION	JUN 2012
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL 1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
752.229-71	REPORTING ON FOREIGN TAXES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES	MAR 2015
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS (DEVIATION)	APR 2020
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	OCT 2017
752.245-71	TITLE TO AND CARE OR PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984

752.7013	CONTRACTOR-MISSION RELATIONSHIPS (DEVIATION)	JUN 2020
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

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**I.2 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2020)**

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

I.3 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.4 FAR 52.219-14 LIMITATION ON SUBCONTRACTING (Deviation #: M/OAA-DEV-FAR-21-02c) (Deviation SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns, do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

 x By the end of the base term of the contract and then by the end of each subsequent option period; or
 ___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

I.5 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

I.6 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.7 FAR 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—

oceantransportation@usaid.gov or ofr@usaid.gov.

I.8 AIDAR 752.229-71 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.

(c) Where. Submit the reports to: tax-indo@usaid.gov with a copy to the COR.

(e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

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

I.9 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013) (M/OAA-DEV-AIDAR-20-01c) [DEVIATION (APR 2020)]

(a) Definitions. As used in this section —

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that is funded in whole or in part by USAID.

Multilateral organization means an organization or alliance formed between multiple nations and/or organizations to work on issues that relate to all members of the organization or alliance (e.g., World Health Organization, The World Bank, The Vaccine Alliance (Gavi), Education Cannot Wait).

High-profile policy meeting means an event sponsored by a multilateral organization, which includes meetings to discuss issues of global interest, such as the United Nations General Assembly or the Spring and Fall meetings of the World Bank and International Monetary Fund.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference; costs to ensure the safety of attending governmental officials; and salary of USAID employees and USAID Personal Services Contractors.

Temporary duty (TDY) travel means official travel at least 50 miles from both the traveler's home and duty station for a period exceeding 12 hours.

USAID employee means a U.S. direct-hire employee, a Foreign Service National direct hire employee, or a Federal employee detailed to USAID from another U.S. Government agency.

Personal Services Contractor (PSC) means U.S. National (US), a Cooperating Country National (CCN) and a Third Country National (TCN), who is awarded a personal services contract in accordance with AIDAR Appendix D or J.

(b) Unless an exception in paragraph (c) of the clause at 752.231-72 applies, the contractor must obtain prior written approval from the contracting officer, or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, at least 30 days prior to committing costs, for the following:

(1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference;

(2) A conference funded in whole, or in part, by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID participants;

(3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or

(4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID-funded programs and activities, when:

(i) the individual attends the event on behalf of USAID or as part of USAID's team; and

(ii) temporary duty travel is necessary.

(c) Exceptions. Prior USAID approval is not required for the following:

(1) Co-creation conferences to facilitate the design of programs or procurements.

(2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.

(3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and if applicable, costs associated with participation of the contractor's staff are the only direct costs associated with the event. The exception does not apply to the requirements in paragraph (b)(3) and (4) related to meetings with multilateral organizations.

(d) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.

(e) Conferences approved at the time of award will be incorporated into the contract. The contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(f) Documentation.

(1) Requests for approval of a conference that meets the criteria in paragraphs (b)(1) and (b)(2) of this section must include:

(i) A brief summary of the proposed event;

(ii) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;

(iii) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

(iv) A list of USAID employees or PSCs attending and a justification for each; and the number of other USAID-funded participants (e.g., contractor personnel);

(v) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;

(vi) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and

(vii) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

(2) Requests for approval to attend a multilateral conference and operational or technical meeting that meet the requirements in paragraphs (b)(3) and (4) of this section must include:

(1) A description of the event and how the participant(s) will forward the Agency and U.S. Government's policy goals;

(2) The role the participant(s) will have; and

(3) The estimated cost to USAID.

I.10 AIDAR 752.7013 - CONTRACTOR-MISSION RELATIONSHIPS (M/OAA-DEV-AIDAR-20-03c) (JUN 2020)

(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.11 AIDAR 752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

“This (publication, video or other information/media product (specify)) was made possible through support provided by the Office of Economic Growth and Education, Bureau for Economic Growth, Education and Environment (E3), U.S. Agency for International Development, under the terms of Contract No. [TBD]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

(b) Unless the contractor is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on

the first inside title page for printed products, and in equivalent / appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

[END OF SECTION I]

SECTION J – ATTACHMENTS

ATTACHMENT NUMBER	TITLE	REFERENCE
J.1	USAID/INDONESIA BRANDING IMPLEMENTATION & MARKING PLANS GUIDANCE	Attached
J.2	PAST PERFORMANCE MATRIX	Attached
J.3	PAST PERFORMANCE REFERENCE FORM	Attached
J.4	USAID FORM 1420-17 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET	Attached
J.5	SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES	Attached
J.6	CERTIFICATE OF CURRENT COST AND PRICING DATA	Attached

[END OF SECTION J]

ATTACHMENT J.1

USAID/INDONESIA BRANDING IMPLEMENTATION AND MARKING PLANS GUIDANCE

The Offeror must prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) based on the Branding Strategy set forth in Section D, which sets forth the specific standards for branding and marking that apply. Generally, the BIP and MP outline the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs], etc.) the Contractor will organize and produce to assist USAID in delivering the message that “the assistance is from the American people” or provide an explanation if this message is not appropriate or possible. The BIP and MP will outline how to publicize the program, project, or activity in the host-country and a description of the communications tools to be used.

Additional guidance can be found online at www.usaid.gov/branding and ADS 558 Use of Social Media for Public Engagement.

The BIP and MP must comply with 2 CFR 700.16, AIDAR 752.7009, ADS 320, USAID Graphic Standard Manual, ADS 557 Public Information and ADS 558 Use of Social Media for Public Engagement. Additional guidance can be found online at www.usaid.gov/branding. The BIP and MP must comply with the contractual requirements set forth in Sections D and H.

In developing the BIP and MP, Offerors are reminded that USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds.

As stated in 320.3.2, USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, an Indonesian government symbol or ministry logo, or another U.S. Government logo may be added. “Exclusive Branding” means that the activity is positioned as USAID’s, as showcased by the program name (e.g., “USAID PADU”).

Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program.

Studies, reports, publications, Web sites, and all informational and promotional products not authored, reviewed, or edited by USAID must contain a provision substantially as follows:

This study/report/Web site (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID). The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.

BRANDING IMPLEMENTATION PLAN (BIP) GUIDANCE

USAID seeks a very high level of public visibility for this activity. The BIP must present a strategy on how the contractor will achieve this level of visibility.

The BIP must include the following:

Activity Name

The name of the activity.

Activity Description

Provide a basic description of the activity in simple language. Avoid jargon, abbreviations, and explain what the activity is doing, how it's accomplishing its objectives, and why the work is important.

Branding and Marketing Objectives

List the branding and marketing objectives that complement and support the activity's programmatic and strategic communications objectives. These objectives should directly support the activity's development objectives which can range from increase of awareness, encourage behavior change, increase support through community mobilization, advocate adoption of best practices, etc.

Audiences

List the activity's external audiences. The audiences are those who are the decision makers that are critical to achieving the activity's development objectives. In addition, people who influence those decision makers are also part of the key audiences.

Be specific and clear about your target audiences and user groups, and prioritize them according to importance and influence relative to your objectives. Don't just think about the 'usual suspects' and think beyond just the actual "recipients" of USAID's assistance.

Key Messages

USAID uses a message triangle to consistently and coherently explain our work. The core mission of our work belongs in the center of the triangle, the "what," "how" and "why." USAID's message triangle can be found in the USAID Graphic Standard Manual and Partner Co-Branding Guide on page 4.

The contractor will create key messages using the USAID message triangle to explain the important work of the activity to its key audiences and how to position USAID and the message that this assistance is from the American People to them. The contractor must provide an explanation if this message is not appropriate or possible.

The message triangle must include a WHAT, HOW, and WHY statement as described below.

- a) **WHAT:** This is the problem we are working to solve and provides the reason why our goals are within reach. A successful "what" statement provides our audience with a reason to believe.
- b) **HOW:** Here we explain the method we will use to achieve our goals through our unique position as a USAID activity.
- c) **WHY:** The "why" message appeals to the common interest and values of our audiences. It should explain the reason why it's important for USAID to work in this area through the



activity. It must connect to the audience's sense of reason and emotion, and it tells them why they should care.

Communications Activities

The Plan will outline communication activities that are designed to achieve USAID's branding and marking objectives and the activity's development and programmatic objectives. The activities should be in line to achieve a very high- level of public visibility through an array of communications activities, media coverage, and social media engagement.

Contractors should research what existing publications, online platforms, events, conferences, and information sources the contractor can tap into in order to reach the activity's key audiences.

Communications activities can include but are not limited to: launching the program; online campaigns; community events; announcing research, reports or publications; email marketing; spotlighting trends in the sector; highlighting activity impact or beneficiaries stories; media briefings, contests; community awareness activities; and media visits to the activity sites.

This section should also outline the types of communications products that will be developed through this activity and how these tools will be used to publicize the activity in the host country. Such products can include but not limited to the following:

- Press releases;
- Press conferences;
- Media interviews;
- Site visits;
- Success stories;
- Testimonials from beneficiaries;
- Professional photography;
- Public Service Announcements (PSAs);
- Videos;
- Webcasts;
- E-invitations or group emails;
- Social media; and
- Other Internet activities, etc.

The anticipated communication activities and products to be utilized by the Contractor will be incorporated into the activity's annual work plan.

Milestones

This section should outline key milestones or opportunities anticipated to generate awareness that the activity is from the American people. Such milestones can be linked to specific points in time, such as the beginning or end of a program, or to specific opportunities, such as the publication of research findings or program successes. Milestones can include, but are not limited to, the following:

- Launching the program;
- Announcing research findings;
- Publishing reports or studies;
- Spotlighting trends;
- Securing endorsements from ministries or local non-governmental organizations; and
- Communicating the impact/overall results of the program

Social Media Strategy

USAID encourages the use of social media and online platforms to publicize the work of the Agency, and to engage with development partners and learn from stakeholder communities in coordination with the existing media outreach and efforts of the USAID/Indonesia mission.

In accordance with ADS 558, the Offeror must prepare a complementary social media strategy that is incorporated in the BIP if social media is anticipated to be utilized.

Employee Roles and Responsibilities

The BIP (and MP) plans must include specific guidance for staff with respect to their responsibilities for compliance. For example, employees who obtain business cards to identify themselves as associated with USAID must use the guidance in ADS 320 and, among other requirements, include “USAID Contractor” above their name. This serves to inform recipients of the business card that this individual is associated with USAID, but is not a Federal Employee and cannot represent USAID or perform inherently governmental functions. The BIP and MP might also include information about how this topic will be addressed during employee orientation. For example, employees might be advised to include “USAID Contractor” as a part of their “signature” for work-related emails, especially those sent under an USAID-provided email account. The Offeror’s employees placed with USAID should also be advised to discuss with their USAID point-of-contact the Branding and Marking practices of the USAID unit to which they are assigned to ensure consistent practices.

Success Criteria

List the criteria that determine whether the BIP has successfully achieved the branding and marking objectives. These metrics will be incorporated into your monitoring and evaluation plan.

MARKING PLAN GUIDANCE

The Marking Plan i enumerates the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity in accordance with the requirements set forth in ADS 320.3.2.5 Requirements for Marking Plans for Contracts..

The contractor must provide the text that will be used to acknowledge USAID support on printed communication materials and products as well as the verbal acknowledgement of USAID at events.

The contractor must create a table and list the public communications materials and products that will bear the USAID identity. Deliverables to be marked include but are not limited to the following:

- Products, equipment and inputs delivered;
- Plaques, signs or banners for places where activities or technical assistance are carried out;
- External public communications such as media invitations, press releases, online success stories, beneficiary testimonials, professional photography, brochures, leaflets, and fact sheets;
- Public services announcements, videos, DVDs, CDs, posters, newsletters, publications, and mass distribution of electronic mail sent for program purposes;
- Studies, reports, research results, training manuals, workbooks, guides, and evaluations;
- Letterhead used for program-related purposes (Invitations to workshops, trainings, seminars, public events, etc.), as opposed to contractor administrative purposes;
- PowerPoint or program related presentations;
- Newspaper supplements, advertisements, and other paid placements; and

- Signs and banners at public events such as press conferences, briefings, seminars, exhibitions, workshops, conferences, fairs, and trainings.

The MP must specifically address the following contract deliverables or performance requirements, as applicable:

- USAID reserves the right to request pre-production review of USAID-funded public communications and program materials for compliance with USAID's graphic standards and the approved Marking Plan.
- USAID reserves the right to provide guidance on USAID-funded social media communications which must be in compliance with ADS 558, Use of Social Media for Public Engagement.

The Marking Plan may include requests for exceptions to marking requirements, which may be approved by the CO. As noted in Section D, exceptions are rare. Section ADS 320.3.2.5 lists the exceptions to Marking Plan requirements.

[END OF ATTACHMENT J.1]

ATTACHMENT J.3

CONTRACTOR PERFORMANCE REFERENCE SHEET

USAID/Indonesia is seeking relevant past performance information for a USAID PADU Solicitation No. 72049721R00007, for which the selected offeror will enhance private sector investment in vocational training programs through partnerships among private sector firms and government-owned vocational training centers.

Please provide some brief feedback and select one of the ratings of the sub-criteria below. A table of the definitions for each of the ratings is included in the table provided on the last page of this letter.

Please respond by January 24, 2022, by sending this feedback directly to USAID/Indonesia at **proposals-indonesia@usaid.gov**. Please label the Subject Line of the email as **“USAID PADU-[Name of Offeror]-Past Performance Reference Form”**

If you have any additional questions or comments, please feel free to email the Point of Contact: Mr. Brian Chang, Contracting Officer via email at **proposals-indonesia@usaid.gov**.

Thanks for your time in responding. Your feedback is greatly appreciated in assisting the TEC in its evaluation process

1. Reference Information

Name of Individual Providing Reference		Date Reference Provided	
Employer		Activity Name	
e-mail	Phone	Begin Date	End Date
		Dollar Value	

2. Description of Scope of Work/Tasks

[Please provide a brief description of the services the offeror provided]

3. Performance Information

1. Please rate your **satisfaction with the quality of product or service**, including consistency in meeting goals and targets.

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Comments: [Click here to enter text.](#)

2. Please rate the **timeliness of contract performance to include schedule**, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements and rating.

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Comments: [Click here to enter text.](#)

3. Please rate the Contractor's **ability to control costs**, including forecasting costs as well as accuracy in financial reporting and rating.

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Comments: [Click here to enter text.](#)

4. Please rate the **quality of business relations and overall management**, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior: and rating.

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Comments: [Click here to enter text.](#)

5. Please rate **their regulatory compliance**, such as reporting in accordance with contract terms and conditions, late or nonpayment to subcontractors, trafficking violations, tax delinquency, defective cost or pricing data, terminations, etc.

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Comments:

RATING TABLE

Adjective	Past Performance Definition
Exceptional	The offeror's performance of previously awarded relevant contract met contractual requirements and exceeded many to the government's benefit. The company performed with very few or minor problems, for which corrective actions taken were, or are, expected to be highly effective. Performance of completed contracts was either consistently of the highest quality or exhibited a trend of becoming so. The offeror's past performance record leads to an extremely strong expectation of successful performance.
Very Good	The offeror's performance of previously awarded relevant contracts met contractual requirements and exceeded some to the government's benefit. The company performed with some minor problems, for which corrective actions taken were or are expected to be effective. Performance of completed contracts was either consistently of high quality or exhibited a trend towards becoming so. The offeror's past performance record leads to a strong expectation of successful performance.
Satisfactory	The offeror's past performance of previously awarded relevant contracts met contractual requirements. The company performed with some problems, for which corrective actions taken by the contractor were, or are expected to be, effective. Performance of completed contracts was consistently of adequate or better quality or exhibited a trend toward becoming so. The offerors past performance record leads to an expectation of successful performance.
Marginal	The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The contractor's performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the correctible actions implemented were, or are expected to be, only partially effective. Performance of completed contracts was consistently of mediocre quality or exhibited a trend toward becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of government management and oversight.
Unsatisfactory	The offeror's performance of previously awarded relevant contracts did not meet most contractual requirements and recovery, if any, did not occur within the stated period of performance. The contractor's performance reflected serious problems for which the offeror either failed to identify or implement corrective actions were mostly ineffective. Performance of completed contracts was consistently of poor quality or a trend toward becoming so. The offeror's past performance record leads to a strong expectation that successful performance would not be achieved or that it can occur only with greatly increased levels of government management and oversight.
Neutral	The offeror lacks a record of relevant or available past performance history. Based on this, there is no expectation of either successful or unsuccessful performance.



CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

PRIVACY ACT STATEMENT

Authority: Foreign Assistance Act, Pub. L. 87-165, as amended, and 48 CFR Ch. 7 - AIDAR.

Purpose: To collect, use, maintain, and disclose information to determine the qualifications of an individual for a specific contract position and to determine the reasonableness of proposed salary or consultant rate for the services proposed under the contract. This form is only valid with an OMB Number displayed in accordance with 44 USC 3506(c)(1)(B)(iii)(V).

Routine Uses: The personal information is used by USAID to maintain administrative records and to perform other administrative functions inherent to the administration of the contract. This information will be used by USAID Contracting Officers and will not be disclosed outside USAID.

Disclosure: Contractor employees/consultants under USAID cost-reimbursement contracts must submit personal, employment history, and educational data, and the contractor must provide the basis and rationale for the proposed salary as specified in the form. Providing personal information is voluntary. However, failure to provide any of the requested information may delay or prevent approval of the individual proposed under the specific contract.

1. Name (<i>Last, First, Middle</i>)		2. Contractor's Name				
3. Employee's Address (<i>include ZIP code</i>)		4. Contract Number		5. Position Under Contract		
		6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (<i>include area code</i>)	9. Place of Birth	10. Citizenship (<i>If non-U.S. citizen, give visa status</i>)				
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (<i>include all college or university degrees</i>)				13. LANGUAGE PROFICIENCY (<i>see instructions on Page 3</i>)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY (<i>List last three (3) positions held by the individual</i>)						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #			Dates of Employment (<i>MM/YYYY</i>)		
				From	To	



15. SPECIFIC CONSULTANT SERVICES (give last three (3) years). Continue on a separate sheet of paper, if required, to provide this information.

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (MM/YYYY)	
		From	To

16. RATIONALE FOR PROPOSED SALARY (Provide the basis for the salary proposed in Block 6 with supporting rationale for the market value of the position. Continue on a separate sheet of paper, if required) Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

17. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

18. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. Certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
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INSTRUCTIONS

Indicate your language proficiency in Block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). The following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to ADS 438.

2. Limited working proficiency

- S Able to satisfy routine special demands and limited work requirements.
- R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.

3. General professional proficiency

- S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.
- R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

- S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.
- R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functionally native proficiency

- S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.
- R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate logistic support and allowances, the educational information provides an indication of qualifications, and the proposed salary, along with the basis and rationale for the market value is used to monitor cost and help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Bureau for Management
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT J.5 SF-LLL

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT J.6

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section [2.101](#) of the Federal Acquisition Regulation (FAR) and required under FAR subsection [15.403-4](#)) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (*e.g.*, RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

(b) The certificate does not constitute a representation as to the accuracy of the contractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. If the contractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the contractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(c) The contracting officer and contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates should be included as part of the data

submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (*e.g.*, actual indirect costs). Data within the contractor's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available. What is significant depends upon the circumstances of each acquisition.

(d) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the contractor's proposal.

(e) If certified cost or pricing data are requested by the Government and submitted by an offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

The representation and certifications submitted under this solicitation (“Prevent”) are applicable to this Contract and any resultant subcontract unless updates are provided by the Contractor.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION 48 CFR Chapter 1	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003

K.2 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (JAN 2017)

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

“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor,” are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name

TIN _____

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

(2) The small business size standard is \$16,500,000.

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

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

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

(i) Paragraph (d) applies.

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

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

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

(A) Basic.

___ (B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

K.5 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

K.6 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

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

(c)

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

K.7 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

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

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

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

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

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

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

(2) Examples.

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to

contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

K.7 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K.8 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

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

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

(c) The certification shall state that—

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

- (2) After having conducted due diligence, either—

- (i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

- (ii) If abuses relating to any of the prohibited activities identified in [52.222-50\(b\)](#) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

K.9 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of
Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="radio"/> Yes	<input type="radio"/> No
---------------------------	--------------------------

K.10 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has has not submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.11 FAR 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

<input type="radio"/> Yes	<input type="radio"/> No
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If the offeror checked “Yes” above, the offeror shall—

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

K.12 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.13 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

[list names, titles, and telephone numbers of the authorized negotiators].

K.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.15 CONTRACTOR PURCHASING SYSTEM REVIEW

[] Offeror affirms its purchasing system has been reviewed and is currently approved by an agency of the Federal Government.

[] Offeror's expected Government sales (excluding competitive or commercial Contract awards, are not expected to exceed \$25 million in the next 12 months.

K.16 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

DUNS No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

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

52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.215-1	INSTRUCTIONS TO OFFEROR – COMPETITIVE ACQUISITION (Alternative 1 – Oct 1997)	JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

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

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

Mr. Brian Chang
Contracting Officer,
USAID/Indonesia,
E-mail: proposals-indonesia@usaid.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. Protest must also be submitted to USAID's Assistant General Counsel, at the following address:

Mr. William Buckhold
Assistant General Counsel
US Agency for International Development
Office of General Counsel
Email: wbuckhold@usaid.gov

L.3 AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)

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

L.4 QUESTIONS AND CLARIFICATIONS

Any questions concerning this RFP must be submitted in writing to the USAID/Indonesia Office of Acquisition and Assistance (OAA), via e-mail to proposals-indonesia@usaid.gov, with a courtesy copy to Rebecca Renaningtyas, A&A Specialist, at rrenaningtyas@usaid.gov, identifying this RFP number, no later than **the date and time indicated in the cover page of this RFP**. No questions will be accepted after this date. Oral explanations or instructions given before award of the contract will not be binding.

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

L.5 PROPOSAL PREPARATION AND DELIVERY INSTRUCTIONS

L.5.1 GENERAL

The following instructions correspond to the technical evaluation criteria of Section M.3.1 – M.3.3, Evaluation Factor 1 is more important than Evaluation Factor 2 and Factor 2 is more important than Evaluation Factor 3. Factor 3 is the least important Factor.

All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines. If the proposal is received after the closing date and time, or if it is incomplete, it will not be accepted or considered unless authorized by the Contracting Officer pursuant to FAR 15.208. The proposals must be prepared according to the structural format set forth below.

Proposals must be received at the email address designated and by the date specified in the cover page of this RFP and will be considered valid for a period of 210 days from the solicitation closing date.

L.5.2 DELIVERY INSTRUCTIONS

The Offeror must submit any written submissions of its proposal electronically, as follows:

- (a) **Electronic Submission** – Internet email (10MB limit per email) with attachments compatible with MS Word, Excel, and/or Adobe Acrobat to: proposals-indonesia@usaid.gov. Offeror must not submit zipped files.
- (b) All copies of the Technical Proposal, Past Performance information, Cost Proposal, and Branding and Marking Plans respectively must be separately submitted, and clearly marked on the relevant email subject line as follows:

Technical Proposal: SOL-7204972100007 – USAID PADU - [Name of Offeror] Technical Proposal [Email 1 of 3]

Past Performance Information: SOL-72049721R00007 – USAID PADU – [Name of Offeror] Past Performance [Email 2 of 3]

Cost/Business Proposal: SOL-7204972100007– USAID PADU - [Name of Offeror] Cost Proposal [Email 3 of 3]

Branding and Marking Plans: SOL-7204972100007 – USAID PADU - [Name of Offeror] Branding and Marking Plan (**This will only be required for the apparently successful Offeror and will be requested by the CO.**)

- (c) Offeror should retain for its records one copy of the proposal and all enclosures which accompany its proposal.

L.5.3 CLOSING DATE AND TIME

All proposals in response to this solicitation must be submitted at the above email address no later than the date and time indicated in the cover letter of this RFP. USAID/Indonesia will only consider and review proposals received by the specified closing date and time indicated in the cover page of this RFP. Proposals that are submitted after that date and time will not be considered in the review process.

L.5.4 OFFEROR’S OBLIGATION

- a) Offeror must ensure that its authorized representative signs the proposal and prints or types his/her name and title on the Cover Page of the technical and cost proposals. Erasures or other changes must also be initialed by the person signing the proposal. Proposals signed by an agent must be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost volume of the Offeror’s proposal must be signed by an individual having authority to bind the Offeror.
- b) Offeror must set forth full, accurate, and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

L.5.5 GOVERNMENT OBLIGATION

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

L.5.6 PRE-AWARD SURVEY

USAID reserves the right to perform a pre-award survey that may include, but is not limited to: (1) Offeror’s ability to perform contract duties under project conditions; (2) a review of the Offeror’s financial condition, business, and personnel procedures, etc.; and (3) site visits to the Offeror’s facilities. However, USAID is under no obligation to perform any of the aforementioned activities. Accordingly, Offerors should submit their best proposal initially.

L.5.7 OFFER ACCEPTABILITY

The Government may determine an offer to be unacceptable if the offer does not comply with all terms and conditions of the RFP and prospective contract:

1. Completion of Standard Form 33, Blocks 12 through 18;
2. Submission of proposed costs/prices information as required by Section L of this RFP;
3. Completion of electronic annual representations and certifications at SAM website, as well as the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
4. Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
5. Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

L.5.8 OFFER VALIDITY

Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted SF 33 Form. USAID recommends at least 6 months of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

L.5.9 FORMAT

Proposals must be submitted in four separate parts: (a) Technical Proposal; (b) Past Performance Information; (c) Cost/Business Proposal; and (d) Branding Implementation and Marking Plans. The Technical Proposal must not reference cost data so that the technical evaluation may be made strictly on the basis of technical merits.

Format for the **Technical Proposal** must be in Microsoft Word, Times New Roman font size 12, text accessible. There is no specified font for graphics and charts but font size may be no smaller than font size 6.

Format for the **Past Performance Information** must be compatible with Excel or Microsoft Word. There is no specified font or size but may be no smaller than font size 8.

Format for the **Cost/Business Proposal** must be compatible with Excel, Microsoft Word, and/or Adobe, as appropriate. The budget must be compatible with Excel with unlocked formulas used to calculate data (the same requirement to include subcontractors' spreadsheets). The narrative for the cost proposal must be in Microsoft Word, Times New Roman font size 12, text accessible. Other supporting documents may be in either Microsoft Word or Adobe PDF.

Format for the **Branding Implementation and Marking Plans** must be in Microsoft Word. There is no specified font or size but may be no smaller than font size 6.

These same requirements exist for the submission of subsequent revised technical and/or cost/business proposals, and technical/financial clarifications.

L.6 INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSAL

The following instructions correspond to the technical evaluation criteria of Section M.3.1 – Section M.3.3, Evaluation Factor 1 is more important than Evaluation Factor 2 and Evaluation Factor 2 is more important than Evaluation Factor 3. Evaluation Factors 3 is the least important Factor.

L.6.1 Technical Proposal Format

The Technical Proposal may not exceed 20 pages, with specific page limits for sections, as set forth below. The Technical Proposal must be specific, complete, concise, and responsive to the instructions contained herein.

The Technical Proposal must follow the following format:

1. Cover Page (*1 page, not included in page limit*)
2. Technical Approach (*15 pages, included in page limit*)
3. Staffing and Management Plan (*5 pages, included in page limit*)
4. Past Performance Information (*not included in page limit*)
 - Annex A: Table of Management Positions (*included in page limit*)
 - Annex B: Organizational Chart (*not included in page limit*)

NOTE: The Offeror must not provide cost or pricing information with its Technical Proposal submission.

L.6.2. Technical Proposal Content

L.6.2.1. Cover Page [1 page and excluded from the page limit]

The Cover Page must include: (1) the name of the Offeror; (2) name of any consortium members/major subcontractors/partnerships; (3) name, title, and signature of the Offeror's authorized representative; (4) Offeror's address, telephone, and email address; (5) contact person for correspondence, if different from authorized representative and email address; (6) date of submission; (5) the Offeror's DUNS number.

L.6.2.2 Technical Approach (see Section M.2.1- Factor 1) [*Not to exceed fifteen (15) pages, included in page count*]

Executive Summary [1 page, included in page count]

The Executive Summary must be a synthesis of the key features of the Offeror's strategy, proposed technical approach, management approach, implementation plan, and expected results.

Technical Approach

The Offeror must propose innovative technical and implementation approaches to reach the desired results described in Section C and an aggressive, but realistic schedule towards producing those results. The Offeror must develop the implementation approach that correlates with the results framework and required activities for the three (3) components and include information on critical activities, timeline, and the partners and resources required for carrying out the activities.

Specifically, the Offeror must include proposed technical approach to building connections and partnerships between government-owned training centers (Balai Latihan Kerja/BLKs) and the private sector, developing BLK management and institutional capacity, strengthening the Labor Market Information System (LMIS), streamlining of implementing regulations and guidance of tax deduction policy, and advising/helping companies apply for and receive the tax deduction.

The technical proposal must demonstrate understanding of the MOM, private sector and BLKs need and priorities related to the activity goals and objectives, and provide a monitoring and reporting strategy to capture the progress of partnership results.

L.6.2.3 Staffing and Management Plan (see Section M.2.2 – Factor 2) [Not to exceed five (5) pages, excluding the Organizational Chart]

Offerors must propose a staffing and management plan that effectively and efficiently delivers the overall activity results described in the Section C. The Offeror must include in its plan how the Offeror meets or exceeds the following technical and management capabilities:

- The Contractor must have a competent core staff to manage work and deliverables as well as short-term experts to conduct interventions, in accordance with all proposed activities identified PADU PBWS.
- The team collectively must possess highly qualified specialists in private sector engagement (PSE), capacity building of public institutions, LMIS, streamlining of government and policy guidance, and business tax advisory.

In order to demonstrate the capabilities above, Offeror must provide the following:

- A Staffing and Management Plan proposing the potential staffing structure for performing the activities (Component 1-3) described in Section C. The plan must also describe how the proposed combination of in-country and headquarters management, long-term staff, and short-term technical assistance (STTA) will collectively demonstrate technical expertise and management skills to implement the interventions/activities and ensure the sustainable achievement of expected results for the activity. The Offeror should identify potential and proposed consortia, partnerships, subcontracting arrangements, if any, that will contribute to the implementation and sustainability of interventions and outcomes.
- Proposed candidate for the Key Personnel i.e., Chief of Party based on the minimum qualifications provided in Section F.
- An Activity Organizational Chart showing the overall organizational structure of activity's anticipated staffing structure with lines of authority. The Offeror should briefly provide a general description of home office and field employees, including the roles and responsibilities of specific positions.

L.7 INSTRUCTIONS FOR PREPARATION OF PAST PERFORMANCE INFORMATION (see Section M.2.3)

(a) The offeror (including all partners of a joint venture) must provide performance information for itself, the contractor teaming arrangements, if any, and each major subcontractor ("major subcontractor" whose proposed cost exceeds 20% of the offeror's total proposed cost) in accordance with the following:

1. Utilizing the Past Performance Matrix in **Attachment J.2**, the offeror is to list the most recent and relevant contracts or assistance awards for efforts, which are similar to the work in the subject proposal. The offeror must list up to three (3) for itself and up to an additional three (3) for each major sub-contractor. The most relevant indicators of performance are contracts of similar scope, size (dollar value) and/or complexity. Offerors need to demonstrate a successful track record in providing services and achieving results under activities similar in size, scope, and complexity. The Offeror must describe successful experiences using subcontractors to implement major technical components. Once an Offeror's proposal is received, reference checks may be undertaken at any time, at the discretion of USAID/Indonesia. USAID may also obtain and consider past performance information from sources other than the Offeror.
2. For all contracts listed above that are not in CPARS and relevant assistance awards listed above, the Contractor Performance Reference Sheet (**Attachment J.3**) must be utilized in collecting the performance information.

USAID recommends that the Offeror alerts these references that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if USAID requests this information.

(b) In accordance with FAR 15.305(a)(2), if extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the Section C. This information is not included in the page limitation.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

Offeror must submit a cost/business proposal that will be analyzed as part of the overall evaluation as indicated in Section M.

While there is no page limitation for the cost/business proposal, the Offeror is encouraged to be as concise as possible while providing necessary detail to address the solicitation requirements. All pages must be sequentially numbered and each separated according to the format below. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal.

The Offeror's cost/business proposal must at a minimum include the following information and be organized in the manner described below.

L.8.1 Part 1 – Standard Form (SF) 33

Offeror must submit Section A of this Contract solicitation (Standard Form [SF] 33, "Solicitation, Offer, and Award"), with Blocks 12 through 18 completed, with the original signature of a person authorized on behalf of the Offeror to sign the offer.

L.8.2 Part 2 – Proposed Costs

Specific guidance as to the contents of Part 2 – Proposed Costs are provided herein. Each Offeror must provide (i) an overall summary budget; (ii) a detailed budget, broken out by major cost elements, as shown below; and (iii) a budget narrative that provides sufficient detail to allow a complete analysis of each line item cost, including basis of cost determinations.

Any Offeror that utilizes subcontracts totaling more than 20% of the Offeror’s total proposed cost must provide a similar detailed budget and budget narrative for the specific activities to be performed by such subcontractors.

It is Offeror’s responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

L.8.2.1 – Overall Summary Budgets

The following two tables represent the format of the **overall summary budgets** that the Offeror must complete:

BUDGET CATEGORIES	TOTAL
Direct Cost	\$xx
Indirect Cost	\$xx
Fixed Fee (if any)	\$xx
Total Estimated Cost Plus Fixed Fee (if any)	\$xx

L.8.2.2. Detailed Budget

A. The following table is the required format of the Offeror’s **detailed budget** broken out by major cost elements that will be included:

Description	Year 1			Year 2	Year 3	Year 4	Year 5	Total
	No. of Unit	Unit Cost (USD)	Total					
Salaries								
Fringe Benefits								
Consultants								
Travel, Transportation, and Per Diem								
Equipment and Supplies								
Other Direct Costs								
Subcontract (if any)								
Indirect Cost								
Total Costs								
Fixed Fee (if any)								

Total Estimated Costs (including Fixed Fee)								
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The exchange rate is 1USD=IDR14,500

- B. Budget Narrative and Additional Information. In preparing the budget narrative that will be included, note the following:
1. The budget narrative and supporting information must include the estimated cost elements at a detailed level, plus a description of the basis of estimated costs. The supporting cost information must be provided in sufficient detail to analyze complete cost realism, allowability, and reasonableness of the proposal.
 2. A description of what types of costs are included in each summary budget element should be included. For instance, "allowances" may include post differential, cost of living, housing, education, or other allowances budgeted for long-term staff and their dependents. The rationale for the proposed fee should be described. Subcontracts must be broken out in similar cost detail.
 3. The budget narrative should thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may be made by the Offeror over and above the ones stated in this solicitation that had a material effect on the resulting proposed cost.
 4. Offeror must clearly explain the basis of costs, i.e. why and how it determined certain figures for items or services, to establish the reasonableness of costs. The Offeror must provide a clear and thorough explanation for each budgeted line item amount and/or unit quantity.
 5. Offeror should explain its assumptions in determining why the proposed unit/quantity aligns with its overall technical approach in order to address why these costs are considered realistic.
 6. The following provides additional information that should be contained within the budget narrative for each cost category:

Budget Line Item Definitions and Illustrations:

Salaries and Wages. FAR 31.205-6, AIDAR 731.205-6, and AIDAR 752.7007 provide for compensation for personal services. Labor salary and wages should be proposed in accordance with the Offeror’s personnel policies and must meet the regulatory requirements. Unit costs for each proposed position, key or not, should be expressed in an amount per workday with the corresponding level of effort required for the position (number of workdays) and then calculated for a total cost for each cost period where the salary would be applicable. The total number of work days in a year should be no more than 260 days.

No unburdened base daily rate may exceed the current USAID Contractor Salary Threshold (CST), as described in ADS 302.3.6.9. Daily rates for all proposed positions should be based on the prevailing compensation paid to personnel performing comparable work in the cooperating country, as opposed to applying negotiated daily rates of an actual or illustrative candidate. Specifically, per AIDAR 722.170(b), compensation paid to Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) may not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country, without prior approval of the Mission Director. Offerors should submit a request for a waiver with the cost proposal for any proposed TCN long-term employees, if applicable.

The following provides the U.S. Embassy in Indonesia local compensation plan rates as an additional source of guidance to determining appropriate rates:

	Annual Salary (IDR)	
	Max	Minimum
Senior Technical	IDR 920,925,931	IDR 435,414,755
Mid-Level Technical	IDR 546,414,284	IDR 249,131,201
Junior Technical	IDR 309,906,977	IDR 109,069,314
Administrative/Support	IDR 147,443,812	IDR 70,273,632

Note: If annual salary increases are proposed, the Offeror must articulate and provide its corporate policies and basis for any proposed annual salary increase.

Fringe Benefits. FAR 31.205-6 provides for allowances and services provided by the Offeror to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm’s indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types must be provided for both international and CCN staff.

Note: For guidance, the benefits and allowances authorized by the U.S. Embassy for its CCN employees are Lebaran (Eid al-Fitr) bonus (13th month salary), Indonesian Healthcare, and Social Security. Transportation allowance is not authorized.

Consultants. FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Offeror. For example, costs of consultants must be broken down by person years, months, days, or hours.

Allowances. AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances must be broken down by specific type and by person and must be in accordance with Offeror’s policies and these regulations.

Travel, Transportation, and Per Diem. FAR 31.205-46, AIDAR 731.205-46, and AIDAR 752-7032 provide for costs for transportation, lodging, meals, and incidental expenses. The proposal should indicate the number of trips, domestic and international, and the estimated costs per trip. For budgeting purposes, per diem should be based on the Federal Standardized Travel Regulations. Offerors may provide the information in a tabular form:

Type of Travel: Travel Entitlement or Program-Related Travel	Position of Traveler	From	To	Purpose (linked to task)	# of Trips	Air Fare Cost	Other Cost	Total Cost
Total								

Equipment and Supplies. FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing government property. Costs must be broken down by types and units; and include an analysis that it is more advantageous to purchase than lease.

Note: The Offeror is requested to utilize leasing/rental rather than purchasing motor vehicles.

Other Direct Costs. FAR 31.202 and FAR 31.205 provide for the allowability of direct costs and many cost elements. Costs must be broken down by types and units. If an Offeror proposes participant training (as defined in AIDAR 752.7019 and ADS 253), the proposed participant training costs must be broken down by types of training and participants. Additionally, direct costs to perform the proposed Branding and Marking and Strategic Communications Plan must be included.

Note: Once awarded, the Contractor must maintain a project office in Jakarta, Indonesia, to manage the activity.

Subcontract/Contractual. FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns must include the same budget items as the prime as applicable.

Indirect Cost. IAW FAR 31.203 and FAR 42.700, the Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its Cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

If the Offeror and any major subcontractor(s) does not have a Cognizant Government Audit Agency, the proposal must include: (a) audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements must include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and (b) detailed indirect cost rate calculations for the most recent two fiscal years that include the major cost elements in both the pool of expenses and base cost compositions along with derived rates. The bases of allocation of these rate calculations must be supported by the independent certified audit by a certified accounting firm.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS

If the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

(1) **Audited Financial Statements** provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining

audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures, and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

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

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

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

Fixed Fee (if any). FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. The Offeror must provide its proposed fee with rationale supported by application of profit-analysis factors. It is not expected that fee will be applied to other than direct costs for sub-awards.

L.8.3 Part 3 –SAM and DUNS Registration

FAR Part 4.6, Contract Reporting, requires all successful Offerors to have a Data Universal Numbering System (DUNS) Number when the anticipated value of any single award is expected to be over \$25,000 or the local currency equivalent. The DUNS number is the unique identifier that is used to retain information on all companies, organizations, and people that have awards with the U.S. Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS number themselves. In addition, all vendors doing business with the Federal Government must be registered in the System for Award Management (SAM) <http://www.sam.gov/>. In order to register in the SAM, a DUNS number is required.

L.8.4 Part 4 – Representations, Certifications, and Other Statements of Contractor

- (a) Offeror must complete and sign all the Representations, Certification, and Other Statements as described in Section K. Online submission of Annual Representations, Certifications, and Other Statements via www.sam.gov is sufficient if the Offeror chose paragraph (d) of the provision under FAR 52.204-8. Please indicate in your proposal if online certifications and other statements were submitted.
- (b) Offeror must also submit the annual Combating of Trafficking of Persons certification as described in Section K. Note that the FAR 52.222.56 Certification regarding Trafficking in Persons Compliance Plan is specific to this individual USAID Activity.
- (c) Offeror and its major subcontractors must provide a Disclosure of Lobbying Activities form (SF LLL).

L.8.5 Part 5 – Policies and Procedures

- (a) If the Offeror does not have prior USAID contracting experience, it must submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel, and per diem regulations. The Contracting Officer may determine that a pre-award survey is necessary (see FAR 9.106).
- (b) A summary (not full copies) of the Offeror's personnel policies used for formulating the cost proposal and in effect at the time the offer is submitted, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel, and per diem regulations.
 - (1) Fringe Benefit Information: Unless the Offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the calculations will be supported by a detailed breakdown comprising each item of fringe benefits (i.e., unemployment insurance, retirement, worker compensation, health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page will have the prime Offeror's (or subcontractor's) name clearly marked.
 - (2) Information Concerning Work-Day, Work-Week, and Paid Absences: Offeror and each proposed major subcontractor must indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and

consultants. In addition, Offeror and each proposed major subcontractor will indicate how paid absences (U.S. holidays, local holidays, vacation, and sick leave) will be covered.

A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individual unburdened daily rates. Offeror and major subcontractors must describe their workday and workweek policies.

L.8.6 Part 6 – Subcontractor Information

The information set forth below must be provided for each proposed subcontractor. A page break must separate each element of subcontractor information, as well as each subcontractor. Each page must have the subcontractor's name clearly marked.

- (a) A letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.
- (b) Offerors must address each of the elements in FAR 44.202-2 in order for proposed subcontractor(s) to be considered by the Contracting Officer for consent of subcontractor(s) to be granted with the initial award.
- (c) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted
- (d) The information requested above in Parts (2), (3), (4), (5) and (6) for each subcontractor.

L.8.7 Part 7 – Evidence of Responsibility

Offeror must **submit sufficient evidence of responsibility** for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. Accordingly, Offeror must address each element of responsibility below:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a)).
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments.
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor must not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2.
- (4) Have a satisfactory record of integrity and business ethics.
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and

- safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractor). (See FAR 9.104-3(a)).
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)).
 - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

L.8.8 Part 8 - Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangement must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organization, including identification of the organization that will be responsible for negotiating the resultant contract; which organization will have accounting responsibility; how work will be allocated; and profit or fee, if any, shared. In addition, the principles of the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION AND MARKING PLAN

(This will only be required for the apparently successful Offeror and will be requested by the CO).

USAID seeks to achieve a high level of public visibility through an array of communication activities, including media coverage, social media engagement, and events. USAID policy on the branding and marking of the work products of this contract is contained in 2 CFR 700.16; USAID ADS Chapters 320, 557, and 558; and the USAID Graphic Standard Manual and Partner Co-Branding Guide.

In response to this RFP, the Offeror must include: 1) a Branding Implementation Plan (BIP) and Marking Plan (MP). These plans must describe how the Offeror will communicate to beneficiaries and stakeholder audiences that the work of this contract is from the American people and implement the Branding Strategy described in Section D and USAID Branding and Marking requirements set forth in ADS 320. Requested exceptions to ADS Chapter 320 requirements must be included in the proposed BIP and MP.

The BIP and MP are separate items. Although not scored as part of the evaluation, in accordance with ADS 320.3.1.2, Pre-Award Procedures, Offeror must prepare a BIP and MP in accordance with **Attachment 1** USAID/Indonesia Branding Strategy & Branding Implementation and Marking Plans Guidance. The attachment includes detailed instructions regarding what must be included in the BIP and MP. The BIP and MP should demonstrate the understanding and support of ADS 320. These plans must include specific guidance for staff with respect to their responsibilities for compliance.

USAID encourages the use of social media and online platforms to publicize the work of the Agency, and to engage with development partners and learn from stakeholder communities in coordination with the existing media outreach and efforts of the USAID/Indonesia mission. In accordance with ADS 558, the Offeror must prepare a complementary social media strategy that is incorporated in the BIP.

The BIP and MP must be submitted via separate email as described in Section L.6.2. These plans will not be counted in the page limitation. Failure to submit a BIP and MP will render the Offeror ineligible for award of the contract. The final BIP and MP will be made a part of the contract.

L.10 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (DEC 2021)

(a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.

(b) Waivers.

(1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror’s/Contractor’s reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

(2) If an existing waiver does not apply, USAID does not guarantee that waiver requests from such an offeror will be considered; USAID may make an award to an offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an offeror(s) that does not receive the approved waiver.

(3) Where USAID decides to initiate the formal Agency waiver process:

(i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.

(ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.

(iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.

(4) Additional submission requirements:

(i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:

- a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
- b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.

(ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:

- a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
- b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
- c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.

(iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:

- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
- b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
- c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and
 - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.

(iv) Pending waiver requests/Approved waivers:

- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
- b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) In accordance with FAR 52.215-1, the Government is contemplating making an award for a contract without discussions with the Offeror, although it reserves the right to enter into discussions. Therefore, Offerors are advised to submit their best technical and cost/price proposals in their initial offer.
- (b) USAID intends to evaluate Offerors' proposals in accordance with Section M of this RFP and make a contract award to the responsible Offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical and cost factors.
- (c) The technical proposal will be evaluated by a technical evaluation committee using the technical factors shown below. The evaluation committee may include industry experts who are not employees of the Federal Government.
- (d) The Government's goal is to make an award to the Offeror whose proposal represents the best value to the government, technical and cost factors considered. Technical evaluation factors are considered significantly more important than cost/price factors. Between proposals of equally high quality, costs will be a more important consideration in the selection of a successful offeror. Nevertheless, the Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would be in the best interest of the Government.

M.2 TECHNICAL EVALUATION FACTORS

The Past Performance Information and Technical Proposal will be evaluated according to the factors prescribed below. Offerors must note that the following factors serve: 1) as the standard against which all proposals will be evaluated and 2) to identify the significant matters which Offerors must address in their proposal. Evaluation Factor 1 is more important than Evaluation Factors 2 and Evaluation Factor 2 is more important than Evaluation Factor 3.

M.2.1 – Factor 1: Technical Approach (see Section L.6.2.2)

The extent of the proposal develops sound technical approaches to implement PADU objectives as set forth in the Section C. Feasibility and efficacy of proposed technical approach to building connections and partnerships between government-owned training centers (Balai Latihan Kerja/BLKs) and the private sector, incorporating innovative approaches to creating partnerships to implement training programs for building skills required for business/industry transformation to Industry 4.0, developing BLK management and institutional capacity, strengthening Labor Market Information System (LMIS), streamlining of implementing regulations and guidance of tax deduction policy, and advising/helping companies apply for and receive the tax deduction.

The degree of relevance of the proposed activities to the Indonesian context, scale/breadth of private sector partners proposed for the activity, value of modalities or resources offered to support training centers/partnerships to design market-based curricula and to establish training certification according to international standards; robustness of proposed monitoring and evaluation system to measure the results of partnerships; and potential for sustainability and scalability or replicability of proposed interventions.

M.2.2 – Factor 2: Staffing and Management Plan (see Section L.6.2.3)

The extent of the proposal demonstrates collective management capabilities including adaptive management and staffing capabilities, experience, and competence or expertise to meet the requirements of the contract and their expected outcomes. This includes creating a qualified project and management team to support field operation, establishing systems for finance, administration, and reporting of the activity including quality assurance and control measures throughout project operation and service delivery.

M.2.3 – Factor 3: Past Performance (see Section L.7)

- a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.8 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.
- b) Adverse past performance information to which the Offeror previously has not had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
- c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - 1) Quality, including overall performance to accomplish logistic planning success in meeting quality objectives and consistency in meeting goals and targets.
 - 2) Management, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified
 - 3) Schedule, including the timeliness against the completion of the contract, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
 - 4) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - 5) Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
- (e) An Offeror's performance will not be evaluated favorably or unfavorably when:
 - 1) The Offeror lacks relevant performance history,

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

When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

M.3 COST EVALUATION

No specific weight is assigned to the cost proposal evaluation. While the technical evaluation factors are more important than the cost, cost remains important as part of the Agency’s best value/tradeoff analysis and verification of the Offeror’s understanding of the requirements. Although the technical evaluations are more important than cost, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations become.

In evaluating the cost/price portion of the proposals, the Government will evaluate the Offeror’s proposed price/costs for completeness, reasonableness (i.e., fair and reasonable price, including the competitiveness of the proposed fee), and realism. The Government will evaluate the cost proposal for completeness by assessing the responsiveness of the Offeror in providing requested cost data for all RFP requirements.

In accordance with FAR 15.404-1(d), the Government will perform a cost realism analysis by independently reviewing and estimating the specific elements of each Offeror’s proposed cost estimate to determine whether the estimated proposed costs elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the Offeror’s technical proposal. A cost realism analysis will be used to determine the probable cost of performance for each Offeror. The probable cost will be determined by adjusting each Offeror’s proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- a. **Competitive Range:** The Government intends to evaluate proposals and is contemplating making an award without discussion. However, if the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals pursuant to FAR 15.306(c).

In accordance with FAR 52.215-1, the Contracting Officer may determine that the number of the most highly-rated proposals which might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly-rated offers.

The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

Selected offerors after completion of evaluation may be invited to participate in discussions. Only those offerors whose proposals are within the competitive range will be invited for discussion.

- b. Tradeoff:** This procurement utilized the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.
- c. Award:** In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub factors as set forth in this solicitation.

M.5 BRANDING IMPLEMENTATION AND MARKING PLANS

While the Activity Branding and Marking Plans will not be evaluated as a part of the best value consideration, award to the otherwise successful Offeror will not be made unless and until an acceptable plan is approved by the Government. Failure to submit an acceptable plan may cause the Government to award to the next successful Offeror.

[END OF SECTION M]