

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 80
2. CONTRACT (Proc. Inst. Ident.) NO. 7200AA18C00014		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-GH-17-000081	
5. ISSUED BY M/OAA/GH/ID 1300 Pennsylvania Ave., NW Room 549-J, SA-44 Washington DC 20523-1000	CODE M/GH/HSR	6. ADMINISTERED BY (If other than Item 5) Not Applicable		CODE N/A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) PSI 1120 19TH ST NW SUITE 600 WASHINGTON DC 20036-0000		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM Section G.6
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11. SHIP TO/MARK FOR See Section F	CODE	12. PAYMENT WILL BE MADE BY OFFICE OF FINANCIAL MANAGEMENT M/CFO/CMP-SA-44 Room 485-C 1300 Pennsylvania Ave NW Washington DC 20523-7101	CODE M/CFO
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See Section G.7
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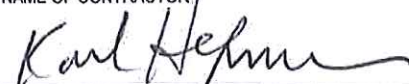

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
16G. TOTAL AMOUNT OF CONTRACT					\$163,393,540.00

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X	C	DESCRIPTION/SPECS./WORK STATEMENT	11	X	J	LIST OF ATTACHMENTS	80
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X	E	INSPECTION AND ACCEPTANCE	27	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print) Karl Hofmann, President and CEO	20A. NAME OF CONTRACTING OFFICER Dwight Stephens
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19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	19C. DATE SIGNED 2/9/18	20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	20C. DATE SIGNED 2/13/18
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
7200AA18C00014

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NAME OF OFFEROR OR CONTRACTOR
PSI

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Advancing Progress in Malaria Service Delivery				

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LIST OF ACRONYMS

ACT	artemisinin-based combination therapy
ADS	Automated Directives System (USAID's operational policies)
AIDAR	USAID Acquisition Regulation
ANC	antenatal care
BIP	branding implementation plan
CCN	cooperating country national
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
CPARs	Contractor Performance Assessment Reporting System
EMMP	environmental mitigation and monitoring plan
FAR	Federal Acquisition Regulation
HCG	host-country government
iCCM	integrated community case management
IEE	initial environmental examination
IPTi	intermittent prevention treatment for infants
IPTp	intermittent preventive treatment for pregnant women
ISTp	intermittent screen and treat in pregnancy
M&E	monitoring and evaluation
M&M	mitigation and monitoring plan
MDA	mass drug administration
MIP	malaria in pregnancy
MOP	malaria operational plan
MP	marking plan
NICRA	Negotiated Indirect Cost Rate Agreement
NMCP	national malaria control program
PMI	President's Malaria Initiative
RBM	Roll Back Malaria
RCD	reactive case detection
RDT	rapid diagnostic test
RMNCH	reproductive, maternal, newborn, and child health
SBCC	social and behavior change communication
SMC	seasonal malaria chemoprevention
SM&E	surveillance, monitoring, and evaluation
SP	sulfadoxine-pyrimethamine
SSTp	single screen and treatment in pregnancy
TCN	third country national
UNICEF	United Nations Children's Fund
USG	U.S. Government
WHO	World Health Organization

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to advance progress in malaria service delivery by providing the services as described in the Statement of Work (SOW) specified in Section C.

B.2 CONTRACT TYPE AND SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion form contract. For the consideration set forth in the contract, the Contractor must provide the deliverables and outputs as described in Section C and Section F.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is [REDACTED]. The fixed fee, if any, is [REDACTED]. The total estimated cost-plus-fixed-fee is \$163,393,540.
- (b) Within the estimated cost-plus-fixed-fee, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the contractor (and payment of fee, if any) for performance hereunder is [REDACTED]. The Contractor must not exceed the aforesaid obligated amount nor will the U.S. Government (USG) be responsible for costs incurred should the Contractor do so.

B.4 BUDGET

DESCRIPTION	TOTAL for the period of 5 years from contract effective date
1. PERSONNEL	██████████
2. FRINGE BENEFITS	██████████
3. ALLOWANCES	██████████
4. TRAVEL AND TRANSPORTATION	██████████
5. EQUIPMENT	██████████
6. SUPPLIES	██████████
7. CONTRACTUAL	██████████
8. OTHER DIRECT COST	██████████
8B. OTHER DIRECT COST - ACTIVITIES COST	██████████
<u>TOTAL DIRECT CHARGES</u>	██████████
9. INDIRECT CHARGES	██████████
<u>TOTAL DIRECT AND INDIRECT CHARGES</u>	██████████
10. FIXED FEE	██████████
<u>TOTAL COST PLUS FIXED FEE</u>	██████████

* Plugged activity costs will be allocated across the consortium partners based on country buy-in Scopes of Work

*The total for Activity Cost was estimated based on the following assumptions:

- On an annual basis, approximately five countries would utilize this contract to support “large programs”, i.e., intensive support for comprehensive service delivery activities nationally or with a large geographic scope and/or multiple activities.
- On an annual basis, approximately six countries would utilize this contract to support “medium programs”, i.e., support for a subset of activities or activities targeted at sub-national level.
- On an annual basis, approximately six countries would utilize this contract to support “small programs”, i.e., minimal support with a few activities or technical assistance for a one-time activity.

Other Direct Costs/Activity Costs includes all field level training costs (rental space, visual aids, office training supplies, etc.), material costs for studies/evaluations (including operational research), printing and materials dissemination, supervision costs, materials such as slides for training and quality assurance, and any other direct implementation costs (excluding salaries and travel which is included in 1. Personnel and 4. Travel and Transportation).

B.5 INDIRECT COST

The contract clause entitled “Allowable Cost and Payment (JUN 2013)”, FAR Subpart 52.216-7–Alternate IV, specifies that the indirect cost rates shall be established for each of the Contractor’s accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

- (a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:
 - (1) The distribution base for establishment of final fringe benefits rates is Total US based direct and indirect labor dollars. The distribution base for establishment of final G&A rates is Total cost (including fundraising labor and associated fringe benefits) excluding G&A expenses, commodities (and related packaging, shipping, testing, etc.) and sub awards.
 - (2) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.
 - (3) Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (4) USAID is not obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.7 COST REIMBURSABLE

Allowable costs shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7 – Alternate IV, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.


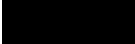
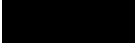

B.8 PAYMENT OF FIXED FEE

Payment of fixed fee will be made upon receipt of a proper invoice and shall directly correspond to the percentage of allowable costs being paid. In accordance with FAR 52-216-8, Fixed Fee, the CO will withhold 15% of the total fee or \$100,000, whichever is less until the required awards conditions under the reference clause have been met.

B.9 MULTI-YEAR CONTRACT

In the event that the Government cancels requirements for services in subsequent program years under this contract, the following conditions will apply:

Cancellation Dates:

Contract Year 2: February 12, 2019 – February 11, 2020	Cancellation Ceiling:	
Contract Year 3: February 12, 2020 – February 11, 2021	Cancellation Ceiling:	
Contract Year 4: February 12, 2021 – February 11, 2022	Cancellation Ceiling:	
Contract Year 5: February 12, 2022 – February 11, 2023	Cancellation Ceiling:	

The amounts will be based on the nonrecurring costs to be incurred by the awardee, which would be applicable to, and which normally would be amortized over the life of the contract, and the items or services to be furnished under the multi-year requirement. This is a CPFF type contract, pursuant to which all costs for which the contractor seeks reimbursement must be allowable in accordance with FAR 52.216-7 – Alternate IV, “Allowable Costs and Payment.”

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Advancing Progress in Malaria Service Delivery

C.1 PURPOSE

The purpose of this contract is to provide implementation support services and technical assistance to countries to accelerate progress in comprehensive malaria facility and community service delivery including malaria case management, prevention of malaria in pregnancy, and other malaria drug-based interventions.

C.2 BACKGROUND

The past decade has seen extraordinary progress in malaria control efforts, especially in the sub-Saharan Africa region. The scale-up of proven, cost-effective malaria interventions – such as effective case management and prevention of malaria in pregnancy – has contributed to substantial progress in malaria control and prevention. The risk of malaria is declining as a result of cumulative efforts and funding by the United States Government (USG) through the President’s Malaria Initiative (PMI), the USG and other governments through the Global Fund to Fight AIDS, Tuberculosis and Malaria (the Global Fund), national governments, the World Bank, the Bill and Melinda Gates Foundation, and many other donors and foundations. The World Health Organization’s (WHO) *2015 World Malaria Report*¹ estimates that more than 6.2 million malaria deaths were averted worldwide between 2000 and 2015. During that same time period, new malaria cases fell by 37 percent, and malaria mortality declined by an estimated 48 percent worldwide. Even greater reductions in malaria mortality were recorded in sub-Saharan Africa, where deaths among children under the age of five years declined by 71 percent. Based on these results, WHO and UNICEF reported that the Millennium Development Goal for malaria (halting and reversing malaria incidence by 2015) was achieved.

However, despite historic gains, WHO reported that there were still an estimated 214 million new cases of malaria and approximately 438,000 malaria-attributed deaths worldwide in 2015 alone². The overwhelming majority of these cases and deaths occurred among young children in sub-Saharan Africa. An estimated 838 children still die from malaria every day. Malaria infection during pregnancy contributes to maternal and newborn morbidity and mortality (with an estimated 10,000 maternal deaths and up to 200,000 newborn deaths each year).³

Gaps in intervention quality and coverage contribute to continued malaria related mortality and morbidity. Millions of people still do not receive the malaria prevention and treatment services that they need. In sub-Saharan Africa in 2014, between 68 and 80 million of the 92 million

¹WHO World Malaria Report, accessed: <http://www.who.int/malaria/publications/world-malaria-report-2015/report/en/>

² WHO World Malaria Report, 2015

³ WHO World Malaria Report, 2015

children with malaria did not receive an artemisinin-based combination therapy (ACT), and an estimated 15 million of the 28 million pregnant women at risk did not receive a dose of sulfadoxine-pyrimethamine (SP, a medicine administered to prevent malaria).⁴

President's Malaria Initiative

The U.S. President's Malaria Initiative, led by USAID and implemented together with the U.S. Centers for Disease Control and Prevention, is the U.S. Government's primary vehicle for assisting malaria affected countries to scale up proven malaria control and elimination interventions. When it was launched in 2005, the goal of PMI was to reduce malaria-related mortality by 50 percent across 15 high-burden countries in sub-Saharan Africa through a rapid scale-up of four proven and highly effective malaria prevention and treatment measures: insecticide-treated mosquito nets; indoor residual spraying; accurate diagnosis and prompt treatment with ACTs; and intermittent preventive treatment of pregnant women (IPTp). PMI developed a *U.S. Government Malaria Strategy for 2009–2014*, which articulated a long-term vision for malaria control in which sustained high coverage with malaria prevention and treatment interventions would progressively lead to malaria-free zones in Africa, with the ultimate goal of worldwide malaria eradication by 2040-2050. The contributions of PMI, together with those of other partners, led to dramatic improvements in the coverage of malaria control interventions in PMI-supported countries, and all 15 original countries have documented substantial declines in all-cause mortality rates among children less than five years of age.

The *PMI Strategy for 2015-2020*⁵ accounts for the progress over the past decade and new and emerging challenges. Malaria prevention and control remains a major U.S. foreign assistance objective and PMI's strategy fully aligns with the U.S. Government's vision of ending preventable child and maternal deaths and protecting communities from infectious diseases. Under the *PMI Strategy 2015-2020*, the USG's goal is to work with PMI-supported countries and partners to further reduce malaria deaths and substantially decrease malaria morbidity, towards the long-term goal of elimination. To do so, PMI will work with National Malaria Control Programs (NMCPs) and partners to accomplish the following objectives by 2020:

1. Reduce malaria mortality by one-third from 2015 levels in PMI-supported countries, achieving a greater than 80 percent reduction from PMI's original 2000 baseline levels.
2. Reduce malaria morbidity in PMI-supported countries by 40 percent from 2015 levels.
3. Assist at least five PMI-supported countries to meet the WHO criteria for national or sub-national pre-elimination.⁶

These objectives will be accomplished by emphasizing five core areas of strategic focus:

1. Achieving and sustaining scale of proven interventions
2. Adapting to changing epidemiology and incorporating new tools
3. Improving countries' capacity to collect and use information

⁴ World Malaria Report, 2015

⁵ Available at https://www.pmi.gov/docs/default-source/default-document-library/pmi-reports/pmi_strategy_2015-2020.pdf

⁶ PMI has not yet decided on the five countries

4. Mitigating risk against the current malaria control gains
5. Building capacity and health systems towards full country ownership

PMI's approach to programming resources and defining support at the country level is to work within the framework of the national malaria control program's existing strategic plan. PMI prioritizes investments to support high priority malaria program needs and gaps, taking into account investments by partner countries and other donors and partners active in malaria control. Each year, PMI undertakes a planning process, working closely with partner country counterparts and key stakeholders, to develop a country Malaria Operational Plan (MOP). These plans summarize the current policies and status of malaria prevention and control intervention scale-up; describe the surveillance, monitoring, and evaluation strategies to be supported; identify challenges and programmatic and resource gaps; and provide a description of planned USG investments by activity, budget amount, and implementing partner. Annual MOPs thus serve as the guide for implementing partners on PMI's expectations across technical area and for each specific activity, informing the basis for partner annual work plan development. PMI MOPs undergo rigorous interagency technical review and are ultimately approved by the U.S. Global Malaria Coordinator and made publicly available at www.pmi.gov in advance of the availability of fiscal year new funding.

C.3 OVERVIEW OF INTERVENTIONS: POLICIES, PROGRESS, AND CHALLENGES

The work to be carried out under this contract builds on more than a decade of PMI and USAID investments at the country level in strengthening malaria diagnosis and case management, malaria in pregnancy, and related service delivery efforts, and takes into account learning across countries and the current evidence base for these interventions and approaches. During the first five years of the initiative, PMI invested in the Improving Malaria Diagnostics project, which was designed to expand, improve, and build capacity for laboratory-based diagnosis of malaria in PMI partner countries. This project was followed by the MalariaCare project, which was designed with an expanded scope to support the scale-up of and build country capacity for malaria case management, which included strengthening of prompt malaria diagnosis *and* appropriate treatment.

The overall purpose of this contract is to strengthen malaria services delivered in health facilities and community settings. Specifically, the scope includes technical assistance and implementation support for malaria case management (the primary focus), malaria in pregnancy services (i.e., IPTp and case management of pregnant women), and other malaria drug-based interventions appropriate for the given epidemiological setting and as agreed to with partner countries and PMI. To complement these activities, the scope also includes technical and implementation support for strengthening facility- and community-level case reporting, addressing provider behaviors, conducting operational research, and provision of technical leadership at the global level. For the purposes of this contract, malaria drug-based interventions encompass WHO-recommended and/or proven prevention and treatment approaches using antimalarials, such as seasonal malaria chemoprevention (SMC) and mass drug administration (MDA). However, newer drug-based approaches, which may be endorsed by WHO during the timeframe of the

contract, may also be included for operational research, pilots, and/or scale-up, as directed by PMI.

Key information for each intervention area is summarized below. PMI annually updates technical guidance which provides the technical parameters and direction for the use of PMI resources (see: [https://www.pmi.gov/docs/default-source/default-document-library/tools-curricula/pmi-technical-guidance-\(march-2016\).pdf?sfvrsn=8](https://www.pmi.gov/docs/default-source/default-document-library/tools-curricula/pmi-technical-guidance-(march-2016).pdf?sfvrsn=8)). The PMI technical guidance contains links to relevant WHO guidelines and policies.

Malaria Case Management

Prompt, effective case management is a crucial component of reducing malaria morbidity and mortality and a cornerstone of malaria control. In 2010, WHO revised its treatment guidelines, calling for all patients with suspected malaria to undergo quality-assured diagnostic testing with either microscopy or rapid diagnostic tests (RDTs), and for treatment decisions to be based on test results. Consistent with these guidelines, PMI supports partner countries to implement universal diagnostic testing, and when a test is positive, provide immediate treatment with appropriate antimalarial drugs at public health facility and community levels, and the private sector when/if relevant. The goal is for all patients with suspected malaria to seek care, all patients with suspected malaria to be quickly identified and tested, and all patients with confirmed malaria receive effective treatment without delay. Over the last decade, PMI has invested significant resources to support the scale-up of malaria case management at health facility and community levels. PMI has worked closely with ministries of health to invest in efforts aimed at building capacity for effective implementation of malaria case management, providing support for all elements of a comprehensive quality program to diagnose and treat patients appropriately.

PMI has worked alongside partner countries to promote and expand quality assurance of case management by providing support for strengthening expert diagnostic capacity at reference laboratories and through support for training and supervision activities at health facilities, including on-site training, mentoring, and troubleshooting with routine supervision that assesses and documents health worker performance through direct observation, facility and record review, and re-checking of blood slides.

In collaboration with partner countries, PMI has also supported the implementation of integrated community case management (iCCM) for malaria, pneumonia, and diarrhea. To date, all 19 PMI focus countries in sub-Saharan Africa have received PMI financial and technical support for iCCM efforts. Because of these efforts, RDTs and ACTs are now widely available and thousands of facility and community health workers have been trained in their use. The proportion of suspected malaria cases confirmed with a diagnostic test and treated with a recommended antimalarial has increased from baseline measures in nearly every PMI focus country, and most countries are scaling up quality assurance systems for case management.

However, despite these advances, progress in case management (which varies significantly across PMI focus countries) continues to lag behind expectations for several reasons. Country-level barriers include poor provider practices (e.g., continued presumptive treatment or treatment despite a negative diagnostic test) and insufficient ability of individuals (including caregivers) to

recognize symptoms of malaria and seek prompt diagnosis and appropriate care. Broader service delivery challenges include stock outs of essential drugs and commodities (including laboratory supplies, ACTs, RDTs, and SP); lack of access to public sector facilities and to laboratory services; poor health provider knowledge and practices in diagnosing and/or treating patients; and lack of or poor quality supervision. There also continues to be critical policy barriers to effective malaria case management such as outdated country-level policies and guidelines related to treatment of severe malaria (including treatment of severe malaria for pregnant women) and regulations preventing private sector or community health workers from performing diagnostic tests.

Malaria in Pregnancy Services

Malaria infection during pregnancy contributes to maternal and newborn morbidity and mortality. Approximately 125 million women living in malaria-endemic countries throughout the world become pregnant every year, more than 30 million of whom live in tropical areas of Africa where there is intense transmission of *Plasmodium falciparum*⁷. In these areas, malaria infection directly contributes to adverse outcomes in maternal and newborn health. Pregnant women, particularly those in their first or second pregnancies, are particularly vulnerable to malaria as pregnancy reduces a woman's immunity to malaria, making her more susceptible to malaria infection and increasing the risk of illness, severe anemia, and death. For the unborn child, maternal malaria increases the risk of miscarriage, stillbirth, premature delivery, and low birth weight - a leading cause of child mortality. Preventive interventions, including IPTp, promotion of long lasting insecticide treated net usage, and promoting prompt health care seeking for fever during pregnancy have been shown to significantly reduce the risk of maternal anemia, low birth weight, and perinatal deaths.

In line with WHO guidelines, PMI works with partner countries to support a three-pronged approach to reducing malaria in pregnancy in areas with moderate to high levels of malaria transmission: (1) provision and promotion of insecticide-treated mosquito nets to pregnant women; (2) administration of IPTp with SP, where indicated; and (3) prompt diagnosis and effective treatment of malaria and anemia among pregnant women. WHO guidelines can be seen here: http://www.who.int/malaria/areas/high_risk_groups/pregnancy/en/. PMI may work with more than one PMI implementing partner at country level to support this three-pronged approach.

PMI supports the delivery of these activities through the antenatal care (ANC) platforms in partner countries and promotes collaboration between NMCPs and reproductive, maternal, newborn and child health (RMNCH) programs at the country level. Coordination and planning between NMCP and RMNCH units are essential to increasing coverage of malaria in pregnancy interventions including successful uptake of IPTp delivered through ANC services. Coordination with other infectious disease programs (including HIV) is also important for the successful delivery of MIP services provided to pregnant women. With support from PMI, coverage of pregnant women with at least two doses of IPTp in PMI focus countries has increased from a baseline of 14 percent to 38 percent⁸.

⁷ Dellicour S, Tatem AJ, Guerra CA, Snow RW, ter Kuile FO. Quantifying the Number of Pregnancies at Risk of Malaria in 2007: a Demographic Study. PLOS Med. 2010;7:1, e1000221.

⁸ PMI Tenth Annual Report to Congress, April 2016: <https://www.pmi.gov/about/pmi-annual-report-2016>

While progress on IPTp uptake has been slower than expected, PMI recognizes the need for continued efforts and creative approaches to scaling-up IPTp through addressing remaining barriers hindering uptake. In addition to the service delivery challenges listed above, some of the key challenges and barriers to progress in uptake of malaria in pregnancy interventions at the country level include inadequate provider adherence to national malaria in pregnancy IPTp and diagnosis and treatment guidelines; slow country roll-out and implementation of the updated 2012 WHO IPTp policy recommendations; lack of effective communication between and inconsistency across NMCP and RMNCH program policies and guidelines; delays in pregnant women initiating their first ANC visit and failure to return regularly; and consumer perceptions of ANC services. Global partners, including PMI, are working with countries to develop and evaluate new strategies and approaches for prevention and control of MIP in service delivery settings – including the implementation of intermittent screen and treat in pregnancy (ISTp) and single screen and treatment in pregnancy (SSTp), etc., with potential applicability for low transmission and pre-elimination areas, alternative drugs for IPTp, and possible implementation of community delivery of IPTp to improve uptake. PMI may choose to support countries in the evaluation of new approaches in the context of operational research but does not support new approaches in a routine matter prior to WHO policy recommendations. Furthermore, the new 2016 WHO ANC Guidelines (<http://apps.who.int/iris/bitstream/10665/250800/1/WHO-RHR-16.12-eng.pdf?ua=1>) which call for a minimum of 8 contacts with a health provider will have implications for MIP programming.

Other Drug-Based Service Delivery Interventions/New Tools

Over the past several years, WHO has recommended new drug-based interventions for prevention and reduction of malaria that are targeted at areas of high transmission for specific high risk groups (e.g., Intermittent Preventive Treatment for infants (IPTi) and SMC). Although IPTi has not been taken up by most countries, SMC - the administration of a curative dose of antimalarial drugs in areas of highly seasonal transmission at monthly intervals to children aged 3–59 months without malaria symptoms – is being rolled out in countries that meet the WHO criteria for SMC implementation. Details on the WHO criteria can be found at: http://www.who.int/malaria/areas/preventive_therapies/children/en/.

PMI currently supports Mali and Senegal's NMCPs to implement SMC, and plans are underway to support SMC implementation in additional PMI partner countries where the intervention is recommended, and where PMI, together with the NMCP, has prioritized this support. However, reaching sustained high uptake of SMC in targeted geographic areas will be challenging for two main reasons. First, implementation often requires building on an existing community-based platform that is designed for routine public health service delivery, rather than mass, campaign-like services. Second, high coverage and adherence to the full treatment course at each round of delivery requires strong community sensitization and buy-in.

In areas approaching interruption of *P. falciparum* transmission, there has been a renewed interest in the use of MDA as a tool to reduce the parasite reservoir and malaria transmission from a population. Although PMI has not yet invested in MDA implementation, there are several pilot and research activities testing various MDA approaches with support from a variety of research and development partners, including PMI, in different transmission settings across

Africa and Asia. In November 2015, WHO reviewed the available evidence and recommended that MDA could be considered in certain situations, including geographic areas approaching elimination. The specific guidance can be found at:

<http://www.who.int/malaria/publications/atoz/role-of-mda-for-malaria.pdf?ua=1>. However, questions remain about its effectiveness and feasibility in specific country contexts. As further evidence is developed on the appropriate indications for MDA, PMI may support additional operational research or piloting of MDA to assess feasibility and effectiveness of this strategy. Decisions regarding when and where MDA would be deployed will be made by PMI country teams, in consultation with NMCP and PMI technical leadership.

Finally, as countries move toward pre-elimination at national or sub-national levels, identifying and treating all malaria patients and individuals carrying parasites is critical. As in any other setting, in the pre-elimination setting, all malaria cases should be confirmed with a diagnostic test and treated with effective antimalarials. Community health workers often become the foundation for malaria case management as the need for rapid diagnosis, treatment, and response necessitates quick and easy access to care. In addition, single, low-dose primaquine for *Plasmodium falciparum* could be considered.

Surveillance in the pre-elimination setting must be reinforced. Timely, complete, and accurate reporting of passively detected and confirmed malaria cases diagnosed in both the public and private sectors is required. Surveillance system components may require active/reactive case detection (RCD), treatment, follow up, and reporting. PMI is currently working with NMCPs to support implementation and/or evaluation of RCD activities in areas of Cambodia, Ethiopia, Madagascar, Rwanda, Senegal, and Zanzibar that are targeted for elimination, and may consider support for scaling up these efforts based on the results and implementing and/or evaluating RCD in additional countries, as appropriate.

C.4 CONTRACT OBJECTIVES

The purpose of this contract, as stated in Section C.2, reflects the intent of PMI and USAID missions to continue investments in ongoing and new areas of emphasis related to malaria case management, control of malaria in pregnancy, and other malaria drug-based service delivery interventions (both existing and those that may be identified and proven effective in the future). The three objectives to be addressed through this contract are:

Objective 1: Improve quality of and access to malaria case management and malaria in pregnancy interventions.

Objective 2: Improve quality of and access to other malaria drug-based approaches and provide support to pilot/scale-up newer malaria drug-based approaches.

Objective 3: In support of Objectives 1 and 2, provide global technical leadership, support operational research, and advance program learning.

In achieving these objectives, the contract will contribute to PMI's three overall objectives (reducing malaria mortality, reducing malaria morbidity, and moving countries towards pre-elimination) and will work across all five of PMI's core areas of strategic focus.

C.5 RELATIONSHIP/COORDINATION TO/WITH PARTNERS AND PROGRAMS

In achieving these objectives, the contractor shall support Ministries of Health, particularly National Malaria Control Programs, in coordination with key malaria stakeholders active in malaria service delivery including other in-country PMI and USAID implementing partners, Global Fund supported grant recipients, and donors and research/academic groups involved in malaria control. Particularly crucial will be establishing country-level linkages with PMI and USAID implementing partners supporting activities in the areas of supply chain, social and behavior change communication (SBCC), and surveillance, monitoring, and evaluation (SM&E).

C.6 GEOGRAPHIC FOCUS

Countries that may request implementation services and/or technical support under this contract include, but are not limited to, Angola, Benin, Burkina Faso, Burma, Burundi, Cambodia, Cameroon, Cote D'Ivoire, Democratic Republic of Congo, Ethiopia, Ghana, Guinea, Kenya, Liberia, Madagascar, Malawi, Mali, Mozambique, Nigeria, Rwanda, Senegal, Sierra Leone, South Sudan, Tanzania, Uganda, Zambia, Zimbabwe – as well as focus countries in the Greater Mekong Sub-region including Burma, Cambodia, and Thailand.

PMI anticipates that the contractor will work with most countries over the course of the five years but at various times (e.g., some countries may request services for one or two years only and others for the full contract period) and various size of programming. As stated in Section B, for purposes of this contract, countries have been divided into three size categories: large, medium, and small. Based on current and projected demand from the field, PMI estimates that 17 countries will buy into the contract during any given year: five large programs, six medium programs, and six small programs. This includes the projected need due to the possible addition of four new PMI focus countries pending Congressional approval (Burkina Faso, Sierra Leone, Cote D'Ivoire, and Cameroon).

Large programs are defined as those that would need intensive support for comprehensive service delivery activities nationally (or with a large geographic scope) for implementation and/or scale-up of multiple activities (updating national policies, diagnostic and clinical trainings, supervision support, setting up quality assurance programs, updating registries for data capture, therapeutic efficacy studies, etc.). Likely countries with large programs estimated for the first year of the contract are Burkina Faso, Sierra Leone, Cote D'Ivoire, Cameroon, and Ghana.

Medium programs are defined as needing support for implementing and/or scaling-up a subset of activities or activities targeted at sub-national level (i.e. setting up quality assurance system, implementing clinical or laboratory trainings, etc.). Likely countries with medium programs

estimated for the first year of the contract are Burundi, DRC, Kenya, Malawi, Mali, and Tanzania.

Small programs are defined as needing minimal support with a few activities or programs that request technical assistance for a one-time activity, such as setting up a therapeutic efficacy study or help with operational research. Likely countries with small programs estimated for the first year of the contract are Burma, Liberia, Madagascar, Mozambique, Senegal, and Zambia.

Due to changing needs in countries, it is assumed that over the life of the contract, the number of countries in each category may fluctuate, as well as the needs in each country. Thus, a country may start off as a 'small' size program but may grow over time to become a medium or large program or vice-versa. The number of countries per year covered by the project may also fluctuate.

C.7 STATEMENT OF WORK

The objectives below are listed in ascending order in terms of both anticipated funding levels as well as in total level of effort that will be requested to achieve each objective (e.g., work requested under Objective 1 will require more time and resources to achieve than Objective 2 requires). While implementing requested services and technical support, the contractor will build capacity and skills of ministry of health and other in-country staff at all levels of the health system (i.e., provincial, district, health facility, community level and private sector where appropriate) without creating parallel structures. Technical and material assistance is to be delivered in support of the national malaria control and related health policies and strategies. The intent is to build the capacity of the government and other key stakeholders to lead planning and implementation of all malaria control service delivery strengthening program activities.

Objective 1: Improve quality of and access to malaria case management and malaria in pregnancy interventions.

The contractor will provide technical assistance and/or implementation support for malaria case management and malaria in pregnancy interventions at public health facilities, community level through iCCM or other community-based platforms, and the private sector, as appropriate. Activities must be informed by routine data, supervision data, and other information collected through monitoring and evaluation efforts to strategically identify needs and target interventions/activities. In addition, activities must be carried out in coordination with PMI and USAID central and bilateral partners working in the areas of supply chain, SBCC, and SM&E, and other partners (as appropriate) working in RMNCH , HIV/AIDS, and infectious diseases. Prioritization of country-level activities will be guided by the approved country malaria operational plan.

Illustrative tasks include, but are not limited to:

- Provide technical assistance to ministries of health in assessing, developing, and updating country malaria policies and guidelines, training and supervision materials, and

diagnostic quality assurance frameworks, and operational support to disseminate these materials to all levels of the health care system.

- Participate in and/or provide material assistance to functional in-country technical working groups and stakeholder workshops, or advocate for the formation or revitalization of such groups.
- Provide technical and material assistance for training and supervision of health care providers, at all levels, in the diagnosis and treatment of uncomplicated malaria, treatment and/or referral of severe malaria, and malaria in pregnancy.
- Provide technical assistance to support implementation of quality assurance/quality control systems on diagnostic testing for malaria.
- Provide technical and implementation support for strengthening facility and community level case reporting.
- Provide technical assistance to support the introduction and/or expansion of diagnostic and clinical malaria services at the community level and in the private sector, where appropriate.
- Identify and prioritize key technical and programmatic bottlenecks at the country level that require an evidence-based response for malaria case management and malaria in pregnancy interventions.
- Provide technical assistance to support provider/health facility linkages to the supply chain management systems and collaborate with ministry of health supply chain and pharmacy management departments and relevant implementing partners.
- Provide technical and material assistance to support the development and implementation of SBCC to increase provider adherence to diagnostic testing, appropriate malaria treatment, and uptake of malaria in pregnancy interventions, and to support provider counseling and promotion of malaria service delivery interventions for clients.
- Provide technical and material assistance for training and supervision of health providers and data managers in the accurate recording and reporting of case management and malaria in pregnancy data through the routine health information system, and the analysis and use of data by supervisors and program managers.
- Facilitate greater linkages in malaria service delivery programming between NMCPs, RMNCH, HIV/infectious disease units, and other relevant ministry of health entities.

Objective 2: Improve quality of and access to other malaria drug-based approaches and provide support to pilot/scale-up newer malaria drug-based approaches.

The contractor will provide technical assistance and/or implementation support for WHO-recommended and/or proven drug-based approaches using antimalarials. The contractor will also provide technical assistance and/or implementation support for piloting and/or scaling up of newer drug-based approaches.

Illustrative tasks include, but are not limited to:

- Provide comprehensive technical assistance and/or implementation support for SMC in

countries that meet the criteria for its implementation.⁹

- Provide a wide range of assistance to pilot and/or scale up MDA, additional case management and surveillance approaches (e.g., primaquine and reactive case detection) in pre-elimination/elimination areas¹⁰), and other drug-based approaches as appropriate given the malaria transmission setting.
- Conduct situation analyses on drug-based interventions to obtain information on where they should be implemented, existing activities, availability of human resources, procurement and supply chain management in the areas targeted for the interventions, functionality of the existing pharmacovigilance system, and SBCC partner activities.
- Work with NMCPs and PMI to provide evidence for identifying the most effective drug-based approaches for areas with changing malaria transmission risk, including pre-elimination and elimination areas.
- Facilitate coordination between ministries of health and implementing partners working in SM&E, supply chain, and SBCC (e.g., facilitate collaboration with supply chain partners to ensure adequate forecasting of SMC-related drugs, etc.).
- At national and district levels, assist with implementation plans and budgeting, organize stakeholders' meetings, and facilitate health care worker training.
- Identify approaches to improve coverage, quality, and efficiency of interventions by addressing country-specific bottlenecks.

Objective 3: In support of Objectives 1 and 2, provide global technical leadership, support operational research, and advance program learning.

The Contractor will provide global technical leadership and contribute to the development of global policies on standards in malaria case management, malaria in pregnancy interventions, SMC, and pre-elimination/elimination approaches, including participation in relevant WHO/Roll Back Malaria (RBM) committees and technical workshops/conferences. The contractor will also design, conduct, evaluate, and/or use results from operational research and/or monitoring activities to advance program learning (both globally and in the field) in support of Objectives 1 and 2.

Illustrative tasks include, but are not limited to:

- Provide leadership and guidance to the global malaria service delivery community, particularly through RBM's relevant technical working groups, to identify priority activities or actions to accelerate progress in malaria service delivery.
- Facilitate collaboration and participation of research, program, and technical partners to work together on improving global and country level efforts and aide in the prioritization of activities.
- Drawing on experiences across multiple countries, identify common gaps in technical areas and/or policies that require a global and/or regional response.
- Support the establishment or updating of evidence-based international guidelines, norms,

⁹ The following PMI-supported countries currently meet the WHO criteria for implementing SMC: Burkina Faso, Mali, Senegal, and the northern areas of Benin, Guinea, Ghana, and Nigeria. Of these, all but Benin are either currently implementing or have expressed interest in doing SMC.

¹⁰ The following PMI-supported countries that currently may be considered for pre-elimination activities (dependent on epidemiology) at either a national or sub-national level include: Cambodia, Ethiopia, Madagascar, Rwanda, Senegal, and Zanzibar.

- and standards in collaboration with WHO and other international partners.
- Inform policy development at the global level by ensuring that data and best practices gathered through operational research studies and implementation efforts, under Objectives 1 and 2, are disseminated across global channels.
 - Participate in relevant, high-impact conferences and meetings that cover malaria service delivery.
 - Support operational research studies to improve the delivery of existing interventions; inform where and how to implement newer pre-elimination/elimination interventions based on transmission level and local setting; and test the feasibility, acceptability, and cost effectiveness of novel drug-based approaches or diagnostic tests.
 - Support monitoring the efficacy of ACTs and SP.
 - Coordinate with in-country research partners to design site-appropriate projects and access key information.
 - Collect, analyze, and disseminate data that will inform global guidance and policy development, and program adoption and implementation.
 - Draft and disseminate peer-reviewed publications through an array of channels.

C.8 MONITORING AND EVALUATION

The Contractor will develop and implement a monitoring and evaluation plan to capture and document results achieved.

The following list of indicators at minimum must be included in the Contractor's monitoring and evaluation plan.

- Number of health workers trained in case management with ACTs (disaggregated by gender)
- Number of health workers trained in malaria laboratory diagnostics (disaggregated by gender)
- Proportion of reported malaria cases that are confirmed with a diagnostic test at public sector health facilities
- Proportion of malaria cases (presumed and confirmed) that received first line anti-malarial treatment at public sector health facilities
- Number of health workers trained in IPTp (disaggregated by gender)
- Proportion of women who receive two or more doses of IPTp for malaria during their last pregnancy
- Proportion of women who receive three or more doses of IPTp for malaria during their last pregnancy
- Proportion of targeted children who receive all doses of SMC in intervention areas
- Proportion of targeted health facilities that receive a supervisory visit
- Number of program activity reports or evaluations, and number of peer-reviewed journals disseminated to the global health community through publication, conference papers/posters, or other communication methods
- Progress on the indicators above must be reported in annual reports.

C.9 EXPECTED OUTCOMES

The contractor, in collaboration with National Malaria Control Programs, is expected to achieve the following outcomes. There might be unforeseen circumstances outside of the management interest of the contractor that could prevent or delay completion of the expected outcomes identified below. USAID will take this into consideration when reviewing progress toward completion of the expected outcomes.

By the end of the project, the partner will be expected to achieve the following outcomes where programmatically applicable*:

- A median of at least 80% of patients with suspected malaria receiving a diagnostic test
- An average of 80% of confirmed malaria cases receiving effective malaria treatment according to standard national protocols
- A 15% median increase in the percentage of pregnant women receiving two or more doses of IPTp for malaria during their last pregnancy
- For each round of Seasonal Malaria Chemoprophylaxis, 80% of targeted children receive a dose of SMC**

*Programmatically applicable means the countries who ask the partner to provide services related to that indicator will be part of the calculation.

**Countries will define SMC targets in their annual workplans.

Currently available baselines for the other indicators are provided in Section J (Attachment 2).

C.10 GENDER CONSIDERATIONS

Gender equality and female empowerment is a core pillar of USAID policy and practice. As previously mentioned, malaria infection during pregnancy contributes to maternal and newborn morbidity and mortality. Strengthening malaria in pregnancy services is a core component of this contract, and the contractor will track progress in the percentage of women who receive the appropriate dose of IPTp for malaria and the number of health workers trained in IPTp. In addition, because gender plays a significant role in care-seeking behavior and determining access to malaria service delivery, the Contractor shall consider gender-related barriers to malaria service delivery and ways to address such barriers in country-level work plans. Finally, the Contractor will provide sex-disaggregated data on the three mandatory training indicators (number of health workers trained in case management with ACTs, number of health workers trained in malaria laboratory diagnostics, and number of health workers trained in IPTp).

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

D.2 BRANDING

- (a) The Contractor must comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy and to the supplemental branding policy of PMI. In addition, the Contractor shall use the approved PMI logo, which includes the USAID logo, where practicable. The Contractor may also include the PMI logo in co-branded material, such as material co-branded with the NMCP, if applicable and under guidance by the COR and/or Activity Managers.
- (b) The Contractor must comply with the requirements and procedures outlined in ADS 320.3.2, “Branding and Marking in USAID Direct Contracting.” Pursuant to ADS 320.3.2, USAID policy requires exclusive branding and marking in USAID direct acquisitions. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

- (c) “Exclusive Branding” means that the program is positioned as USAID’s, as showcased by the activity/project name.
- (d) “Exclusive Marking” means that contractors may only mark USAID-funded programs, projects, activities, public communications, and commodities with the USAID Standard Graphic Identity and, when applicable, the host-country government or ministry symbol or another U.S. Government logo.
- (e) Prime and subcontractors’ corporate identities and logos must not be used on USAID-funded program materials in accordance with USAID policy.

The branding strategy for this activity is as follows:

Program Name:	Advancing Progress in Malaria Service Delivery
Branding:	The branding shall incorporate the message that, “This assistance is from the American people and by USAID.”
Desired Level of Visibility:	USAID identity must be prominently displayed in: commodities or equipment; printed, audio, visual, or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; and events.
Organizations to Be Acknowledged:	The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The branding implementation plan (BIP) must specifically address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the activity in the host-country and a description of the communication tools to be used. Such tools may include press releases, press conferences, success stories, or media interviews.
- The key milestones or opportunities anticipated to generate awareness that the activity is from the American people, or an explanation if this is not appropriate or possible. The milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success.

The marking plan (MP) shall enumerate all of the public communications, commodities, and program materials and other items that will be marked with the USAID Identity or brand.

Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policy.

The MP may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Exceptions and waivers to USAID marking requirements may be granted in accordance with ADS 320.3.2.5 Exceptions to Contract Marking Requirements and ADS 320.3.2.6 waivers to Contract Marking Requirements.

D.3 BRANDING IMPLEMENTATION AND MARKING PLAN

- (a) As required in Section D, the contractor will submit a Branding Implementation and Making Plan within 30 days from the contract effective date. **[USAID WILL MODIFY THE CONTRACT TO INCORPORATE THE BRANDING IMPLEMENTATION AND MARKING PLAN UPON APPROVAL BY THE COR.]**

[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://www.acquisition.gov/far/> for electronic access to the full text of a FAR clause.

Federal Acquisition Regulation (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984

E.2 INSPECTION AND ACCEPTANCE

- (a) USAID inspection and acceptance of services, reports, and other required deliverables or outputs will take place at the below location:

**U.S. Agency for International Development
Bureau of Global Health
2100 Crystal Drive, 10th Floor
Arlington, VA 22202**

- (b) USAID reserves the right to inspect and accept any services, reports, and other required deliverables or outputs where the services are performed and where reports and deliverables or outputs are produced or submitted. The Contracting Officer has delegated authority to inspect and accept all services, reports, and required deliverables or outputs to the Contracting Officer's Representative (COR).

[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://www.acquisition.gov/far/> for electronic access to the full text of a FAR clause.

Federal Acquisition Regulation (48 CFR Chapter 1)

NUMBER	TITLE	DATE
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 for this contract is February 12, 2018 – February 11, 2023.

F.3 PLACE OF PERFORMANCE

Performance of this contract is worldwide.

F.4 AUTHORIZED WORK DAY/WEEK

The Contractor is authorized up to a five-day work week. A six-day work week may be authorized for short-term personnel in the field on a case-by-case basis with the prior written approval of the designated COR. No overtime or premium pay is authorized under this contract.

F.5 PERFORMANCE STANDARDS

Evaluation of the contractor's overall performance must be conducted jointly by the COR and the Contracting Officer, and must form the basis of the contractor's permanent performance record. The COR and Contracting Officer will undertake annual evaluations of the contract to discern their level of satisfaction with services rendered under this contract. The following general performance standards must form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR): (1) technical/quality of product or service, (2) cost control, (3) schedule/timeliness, (4) management or business relations, (5) small business subcontracting, and (6) regulatory compliance, and (7) other.

Definitions for each performance standard may be found in the CPARS Guidance Manual: <https://www.cpars.gov/pdfs/CPARS-Guidance.pdf>.

F.6 KEY PERSONNEL

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



The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the COR reasonably in advance and submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made by the Contractor without the written consent of the CO.

The Contractor shall employ and maintain personnel in the key personnel positions below who are capable of performing the functions described in a competent and professional manner.

Project Director: The Contractor must designate a full-time Project Director who will provide vision, direction, leadership, and management for the project. S/he will lead the Contractor on day-to-day tasks, and serve as the single Contractor representative responsible for all issues, concerns, or problems. S/he will readily respond to questions, concerns, and comments raised by the Government.

In addition, s/he will be responsible for the technical supervision of all aspects of contract work, including consultant and subcontractor identification and management, dissemination of information, and submission of reports and other contract deliverables.

Project Director's Qualifications:

Required Qualifications:

- A Masters degree related to health, social sciences, or development.
- At least 15 years of professional experience working with developing countries, with at least 5 years of senior level experience leading complex, multi-country projects and/or a complex, multi-country portfolio of projects.
- Demonstrated capacity to operate within the malaria international community and function as a leader on matters of malaria control and prevention in developing countries.
- Effective English oral and written communications skills.

Desired Qualifications:

- Demonstrated knowledge of U.S. Government or international development organization policies and procedures as they relate to international development.
- Ability to interact professionally in one or more of the following foreign languages (Spanish, Portuguese, or French).

Senior Technical Advisor: The Contractor must designate a full-time Senior Technical Advisor who will assist the Project Director in carrying out the technical oversight and management functions of the program. S/he will ensure that project activities are of high quality, adhere to PMI technical guidance and global best practices, and will also be responsible for guiding the

design of specific, quantifiable performance indicators and targets for core and country programs, and reporting results.

Senior Technical Advisor’s Qualifications:

Required Qualifications:

- A Masters degree or higher in public health, medical sciences, or other related area.
- At least 15 years of professional experience working on malaria control progress, with at least 10 years of senior technical leadership designing and implementing malaria-related service delivery activities in collaboration with developing countries.
- Effective English oral and written communication skills.

Desired Qualifications:

- Ability to interact professionally in one of the following foreign languages (Spanish, Portuguese, or French).

F.7 REPORTS AND DELIVERABLES OR OUTPUTS

- (a) In addition to the requirements set forth for submission of reports in this section of the contract, and in accordance with AIDAR 752.242-70, “Periodic Progress Reports (OCT 2007),” the Contractor must submit reports, deliverables, or outputs as described below to the COR specified in Section G.
- (b) The Contractor must submit all reports and other deliverables in the English language, unless otherwise specified by the COR. All deliverables will be submitted to the COR in an electronic format.
- (c) The Contractor must comply with schedule for the submission of each report listed below. For the purpose of this section, all days are to be considered as calendar days.

Deliverables	Due Date
Mobilization Plan	30 days from the contract effective date.
Annual Core Work Plan	<p><u>Initial Annual Core Work Plan:</u> 45 days from the contract effective date.</p> <p><u>Subsequent Annual Core Work Plans:</u> Within 30 days before the end of the previous work plan period.</p>
Annual Country Work Plans	<p><u>Initial Annual Country Work Plans:</u> To be determined by the COR.</p> <p><u>Subsequent Annual Country Work Plans:</u> Within 30 days before the end of the previous work plan period.</p>

Monitoring and Evaluation Plan	90 days from the contract effective date.
Annual Performance Report	Within 45 days of the end of the project year.
Final Report	60 days after the end of the period of performance end date.
Environmental Mitigation and Monitoring Plan	45 days from the contract effective date.
Environmental Mitigation and Monitoring Reports	Contingent on mitigation measures (see below).
Branding Implementation and Marking Plan	30 days from the contract effective date.
Financial reports	<p><u>Accrual Reports</u>: Quarterly, no later than the 15th of March, June, September, and December of each year, covering the period through the end of the reporting quarter.</p> <p><u>Monthly Financial Reports</u>: Within 45 days of the end of the month.</p>
Draft publications	As agreed upon with the COR. All publications must be approved by the COR prior to submission to the journal or conference.
Demobilization and Close-Out Plan	At least 120 days prior to the contract period of performance end date.
Other Reports within the SOW	To be determined as requested by the COR.

Mobilization Plan

The Contractor must provide a Mobilization Plan to the COR 30 calendar days from the contract effective date. The Mobilization Plan will articulate how the Contractor will immediately start implementation, both at headquarters and in each of the countries buying in to the contract in Year 1.

Annual Core Work Plan

The Contractor must submit the Initial Core Work Plan 45 calendar days from the contract effective date, and will cover a period of one year or up to the end of the fiscal year (September 30). Subsequent core work plans will cover activities from October 1 – September 30 of each year of implementation, and will be due within 30 days before the close of the previous work

plan period. During contract performance, the Contractor will update the work plan as necessary, subject to COR approval.

The Annual Core Work Plan will specify which tasks the Contractor will be required to complete or make progress on that year, based on discussions with the COR. At a minimum, it must contain:

- narrative descriptions of the planned activities for the work plan time period
- corresponding time frame for activity implementation
- estimated budget for completion
- data on indicators established in the Monitoring and Evaluation Plan, as applicable

Subsequent Annual Core Work Plans must also contain a comparison of the previous year's budget estimates with actual expenditures, and an analysis/explanation of high unit costs.

Annual Country Work Plans

The Contractor must submit Initial Country Work Plans at a date agreed upon, by email, by the COR. Subsequent country work plans will be due within 30 days before the close of the previous work plan period. During contract performance, the Contractor will update the work plan as necessary, subject to COR approval. The Contractor will be held accountable for making progress toward the expected outcomes outlined in Section C.9 and the completion of the tasks specified in the Annual Country Work Plan and any updates to the work plan.

The Annual Country Work Plan will specify which tasks the Contractor will be required to complete or make progress on that year, based on discussions with the COR, Activity Manager, and relevant PMI staff. At a minimum, Country Work Plans must contain:

- brief situation analysis that details how the proposed activities support the country's strategy and PMI's goals
- narrative descriptions of the planned activities and their geographic scope for the work plan time period
- corresponding time frame for activity implementation
- estimated budget for completion
- data on indicators established in the Monitoring and Evaluation Plan, as applicable, and data on indicators established in mission-specific Performance Monitoring Plans, as needed

Subsequent Annual Country Work Plans must also contain a comparison of the previous year's budget estimates with actual expenditures, and an analysis/explanation of high unit costs.

Monitoring and Evaluation (M&E) Plan

The Contractor must submit the final M&E Plan 90 calendar days from the contract effective date.

The final M&E plan must contain:

- List of key program objectives, program outputs, and expected results (including but not

limited to the minimum indicators specified in Section C.8)

- Definition and detailed description of the performance indicators to be tracked (performance indicator reference sheets) including: unit of measure; data source; justification/management utility; frequency and schedule for data collection; individual responsibility for data collection; and detailed plans for data analysis, review, reporting, and data use for decision making
- Data quality assessment approaches which will include routine assessment of data for validity, reliability, timeliness, precision, and integrity

The COR and the Contractor may amend the M&E Plan as necessary, but only with the approval of the COR.

Annual Performance Report

The Contractor must submit Annual Performance Reports within 45 days of the project year.

At a minimum, the *Annual Performance Report* must contain:

- summary of achievements, progress made, and results achieved against the tasks required in the Annual Core Work Plan
- aggregated data on indicators established in the Monitoring and Evaluation Plan and key trends, challenges, lessons learned, and opportunities, whether technical and/or programmatic
- success stories that highlight the impact of the project's work
- high-resolution photos that visually convey the story of the project's activities and impact

The Annual Performance Report must include an *Addendum* which contains, by country:

- summary of activities (and geographic coverage) supported against the tasks required in the Annual Country Work Plan
- key accomplishments
- key challenges, lessons learned, and opportunities
- country-level data on indicators established in the M&E Plan, as applicable, and additional indicators established in country level work plans

Final Report

The Final Report will substitute for the Annual Progress Report in the final year of the contract. The Contractor must submit the Final Report within 60 calendar days of the period of performance end date.

At a minimum, the Final Report must contain all of the information listed above for Annual Reports, as well as:

- a summary of activities, progress made, and results achieved
- achievements against indicators agreed on the M&E Plan from the start of the project through its completion
- explanation of implementation challenges and actions taken to overcome the challenges

- recommendations for follow on work that would build upon the work done under this contract

Environmental Mitigation and Monitoring Plan

The Contractor must submit the Environmental Mitigation and Monitoring Plan 45 calendar days from the contract effective date.

The Environmental Mitigation and Monitoring Plan must include:

- description of environmental threats
- mitigation actions to satisfy the Initial Environmental Examination
- monitoring indicators
- responsible parties and schedule for mitigation, monitoring, and reporting

The template for this plan is included in Section J (Attachment 1).

Environmental Mitigation and Monitoring Report

The Contractor must submit the Environmental Mitigation and Monitoring Report based on the schedule for mitigation, monitoring, and reporting as described in the Environmental Mitigation and Monitoring Plan, but no less than on an annual basis.

The Environmental Mitigation and Monitoring Report must include:

- status of mitigation measures
- outstanding issues relating to required conditions

The template for this plan is included in Section J (Attachment 1).

Branding Implementation Plan and Marking Plan

The Contractor must submit a draft Branding Implementation Plan and Marking Plan 30 calendar days from the contract effective date, as detailed in Section D. The draft will be reviewed and approved by USAID post-award.

Financial Reports

The Contractor must submit the following financial reports to the COR:

- (a) Accrual Reports: Accruals must include, but are not limited to the following: total amount obligated, total amount invoiced, total amount expended but not yet invoiced, and remaining unexpended funds. Accruals must be submitted quarterly, no later than the 15th of March, June, September, and December of each year, covering the period through the end of the reporting quarter. Accruals must be broken down by headquarters and individual countries.
- (b) Monthly Financial Reports: Financial reports must be submitted within 45 days of the end of

the month and must include, at minimum: (a) total funds obligated to date by USAID into the Contract; (b) total funds expended by the Contractor to date; and (c) pipeline (obligated funds minus expended funds). Financial reports must be separated by core funds and field support (and, of field support, broken down by country).

Draft Publications

All publications must be approved by the COR prior to submission to the scientific or policy journal or conference.

Demobilization and Close-Out Plan

The Contractor will develop and implement a COR-approved Demobilization and Close-Out Plan. The plan will be submitted to the COR at least 120 calendar days prior to the period of performance end date.

The plan shall include, but not be limited to, the following:

- A plan for the phase-out of in-country operations
- Delivery schedule
- Timetable for completion of all required actions
- Property disposition plan in accordance with government regulations, reviewed and approved by the COR and the Contracting Officer

Other Reports

The Contractor may be asked by the COR to develop other reports (e.g., cost analyses, sustainability plans) consistent with the statement of work.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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 COR is the authorized representative of the Government to approve vouchers under 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: XX-X-XX-XXXX-XX			
<i>Line Item</i>	<i>Description</i>	<i>Amt. Vouchered to Date</i>	<i>Amt. Vouchered This Period</i>
0001	Product/Service Desc. For Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. For Line Item 0002	\$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.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office for this contract is:

Christie C. Cooper
U.S. Agency for International Development
Office of Acquisition and Assistance
M/OAA/GH, Suite 549, SA-44
1300 Pennsylvania Ave., NW
Washington, DC 20523
Telephone: 202-567-5064
Email: ccooper@usaid.gov

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is Kimberly Connolly. She may be contacted at kconnolly@usaid.gov. A separate letter appointing the COR will be issued appointing the COR for the Contract and a copy of the designation letter will be provided to the Contractor.

G.5 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID

(a) Technical Direction is 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 Statement of Work as detailed in Section C.

(b) The CO, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the CO, 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 must be signed as "Contracting Officer's Representative" with a copy furnished to the CO.
- (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 CO incidents of faulty or nonconforming work, delays or problems.
- (6) Complete Contractor Performance Assessment Reporting System (CPARs) every 12 months.
- (7) Obtain necessary security clearance and appropriate identification if access to

Government facilities is required.

(8) 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 will be made only by the CO.

- (c) In the separately-issued COR designation letter, the CO 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 will bring all contracting problems to the immediate attention of the CO. Only the CO is authorized to formally resolve such problems. The CO will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The CO 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 CO. These changes include, but will not be limited to the following areas: Statement 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 CO, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the CO any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- (f) In case of a conflict between this contract and the COR designation letter, the contract prevails.

G.6 INVOICES

Electronic submission of invoices is required. Electronic invoices shall be submitted on an *SF-1034 Public Voucher for Purchases and Services Other Than Personal* to the Office of the Chief Financial Officer to this email address: OBLDOCCMP@usaid.gov with a cc: to the COR and Contracting Officer. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe PDF.

G.7 ACCOUNTING AND APPROPRIATION DATA

Account ID: 1

Accounting Template: GH-HN Program Funds

BBFY: 2017

EBFY: 2018

Fund: GH-C

OP: GH/ID

Prog Area: HL.3

Dist Code: 936-6300

BGA: 997

SOC: 4100300

Incrementally Funded Amount: 

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this contract is 937. The authorized geographic code for procurement of goods and commodities is 937.

H.2 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English, unless otherwise directed.

H.3 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign Government [list each foreign government separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (4) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (4) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the Contractor/ recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

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

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

(d) Where: Submit the reports to: ei@usaid.gov and copy Harish Ramroop at hramroop@usaid.gov.

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

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

H.4 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

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

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

(End of provision)

H.5 NONDISCRIMINATION (JUN 2012)

Most federal contractors are prohibited by law and regulation from discrimination with regard to race, color, religion, sex, national origin, disability, age, genetic information, or veteran status when work under their contract is performed in the U.S. or employees are recruited from the U.S. The requirements applicable to federal contracts are found in FAR PART 22—APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS and the clauses in FAR Part 52.227. Additionally, while not a mandatory requirement, the Agency encourages all organizations performing under USAID contracts, including those performed solely overseas, to apply these same standards of nondiscrimination to other bases, including sexual orientation, gender identity, pregnancy, and any other conduct that does not adversely affect performance.

(End of provision)

H.6 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)

- (a) The objectives of the USAID Disability Policy are: (1) to enhance the attainment of U.S. foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, HCG, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
- (b) USAID, therefore, requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

(End of provision)

H.7 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract.

Third-party Websites include project sites.

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

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

(2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark 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>.

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

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

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

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

(6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards,

including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

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

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

H.8 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing.

The request for conference approval must include:

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and

videoconferencing;

- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- 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.

H.9 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the

IPN Portal.

- c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

- d) Processing of IPN Portal Modifications

The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for Contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The Contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the Contractor and the CO sign the modification;
- (2) Notify the CO in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the CO that the Contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the Contractor, the CO must provide the fully executed modification to the Contractor or initiate discussions with the Contractor.

(End of provision)

H.10 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

- (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 submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the CO or the COR, the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions. The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the

instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

The Contractor must not submit classified data to the DDL.

(End of provision)

H.11 DEFENSE BASE ACT (DBA) INSURANCE

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

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

The Contractor is required to procure DBA insurance through USAID's approved Contractor.

H.12 LOGISTIC SUPPORT

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

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Contractor to ensure compliance with these Executive

Orders and laws. This provision must be included in all subcontracts issued under this contract.

H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.15 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.16 TITLE TO AND CARE OF PROPERTY

In accordance with AIDAR clause 752-245.71 incorporated in Section I, the CO hereby designates the Contractor to keep control of all non-expendable property purchased under this contract.

H.17 ENVIRONMENTAL COMPLIANCE

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in 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 contract.
- 1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau

Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

- 2) An Initial Environmental Examination (IEE) (IEE #GH-13-16) has been approved for the Project funding this contract (see Section J, Attachment 1). The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.
- 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative and 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.
- 3b) 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.
- 3c) 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.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:
 - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
 - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.18 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 facilities is specifically authorized in advance, in writing, by the CO.

H.19 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

H.20 CLOUD COMPUTING (MAY 2016)

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

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“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.

“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.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“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.

“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.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

(b) Computing

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, government data and Government-related data.

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

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data 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 Government data only to manage the operational environment that supports the government data 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, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, 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 Government data 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 Government data and Government-related data 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 Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, 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 Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data 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 Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) 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 Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, 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, 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 <http://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 subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform 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 Government 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 a provisional 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) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. 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.

(i) 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.

(j) 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.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) 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.

(m) 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.

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

(o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: 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 guarantee the preservation of data required for these activities.

(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.

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

(End)

H.21 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCTOBER 1989)

(a) Vacation leave. (1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract.

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

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

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

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

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

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

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

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

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;

(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and

(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

(4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days vacation and sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

(5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty.

Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Officer.

(7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

(d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

(e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

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

(End of clause)

H.22 CONSENT TO SUBCONTRACT

(a) Pursuant to FAR Subpart 52.244-2, "Subcontracts," the Contracting Officer hereby consents to the Contractor's award of the below subcontracts as proposed in the Contractor's proposal that resulted in the award of this contract to the following firms specified below:

(1) Subcontractor Name:
Amount:

[REDACTED]

(2) Subcontractor Name:
Amount:

[REDACTED]

(3) Subcontractor Name:
Amount:

[REDACTED]

(4) Subcontractor Name:
Amount:



(b) The Contractor must request Contracting Officer consent and submit the information required by FAR Subpart 52.244-2, "Subcontracts," for any subcontracts requiring consent but not listed above.

H.23 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in AIDAR 752.7007 Personnel Compensation (JUL 2007) unless an advance written waiver is granted by the USAID Procurement Executive.

(3) Employment of third country nationals (TCN's) and cooperating country nationals (CCN'S): It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States). Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(b) Salaries During Travel

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

(c) Annual Salary Increases

(1) U.S. Staff (including expats): Annual salary increases (e.g. cost of living and merit increases and other) totaling not more than three percent (includes promotional increase) of the current labor pool may be granted once a year. Annual salary increases of any kind exceeding these limitations, or exceeding USAID maximum SES established rate (AWCPAS), or the USAID CST, require the advance written approval of the Contracting Officer.

(2) TCN and CCN Staff: One annual salary increase of not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations require the advance written approval of the Contracting Officer, and annual salary increases exceeding the maximum salary of the highest senior foreign service national (FSN) position authorized under the U.S. Embassy Compensation Plan require the advance written approval of the Mission Director through the Contracting Officer.

(d) Consultants

(1) U.S. Consultants: Compensation must not exceed (A) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (B) the maximum daily salary rate as described in AIDAR 752.7007 Personnel Compensation (JUL 2007), whichever is less.

(2) TCN and CCN Consultants: Compensation must not exceed the maximum rate of the highest senior FSN position authorized under the Mission Local Compensation Plan. Requests for a waiver to this compensation guidance must be fully justified and requires the advanced written approval of the Mission Director through the Contracting Officer.

(e) Return of Overseas Employees

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

(f) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic

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

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

Federal Acquisition Regulation (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	Definitions.	(NOV 2013)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government.	(SEP 2006)
52.203-7	Anti-Kickback Procedures.	(MAY 2014)
52.203-8	Cancellation, 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.	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct.	(OCT 2015)
52.203-14	Display of Hotline Poster(s).	(OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest.	(DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	(APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	(MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(OCT 2016)
52.204-13	System for Award Management Maintenance.	(OCT 2016)
52.204-22	Alternative Line Item Proposal.	(JAN 2017)
52.207-5	Option to Purchase Equipment.	(FEB 1995)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	(OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	(JUL 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	(NOV 2015)
52.210-1	Market Research.	(APR 2011)
52.215-2	Audit and Records - Negotiation. (OCT 2010) – Alternate II	(AUG 2016)

52.215-8	Order of Precedence - Uniform Contract Format.	(OCT 1997)
52.215-14	Integrity of Unit Prices.	(OCT 2010)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications.	(OCT 2010)
52.215-23	Limitations on Pass-Through Charges.	(OCT 2009)
52.215-23	Limitations on Pass-Through Charges. (OCT 2009) – Alternate I	(OCT 2009)
52.216-8	Fixed Fee.	(JUN 2011)
52.219-8	Utilization of Small Business Concerns.	(NOV 2016)
52.219-9	Small Business Subcontracting Plan.	(JAN 2017)
52.219-9	Small Business Subcontracting Plan. (JAN 2017) – Alternate II	(NOV 2016)
52.219-16	Liquidated Damages - Subcontracting Plan.	(JAN 1999)
52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
52.222-2	Payment for Overtime Premiums.	(JUL 1990)
52.222-3	Convict Labor.	(JUN 2003)
52.222-17	Nondisplacement of Qualified Workers.	(MAY 2014)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.	(MAY 2014)
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)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	(DEC 2010)
52.222-50	Combating Trafficking in Persons.	(MAR 2015)
52.222-54	Employment Eligibility Verification.	(OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	(AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases.	(JUN 2008)
52.227-14	Rights in Data-General.	(MAY 2014)
52.228-3	Workers' 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.	(OCT 2015)
52.230-6	Administration of Cost Accounting Standards.	(JUN 2010)
52.232-17	Interest.	(MAY 2014)
52.232-18	Availability of Funds.	(APR 1984)
52.232-22	Limitation of Funds.	(APR 1984)
52.232-23	Assignment of Claims.	(MAY 2014)
52.232-25	Prompt Payment.	(JAN 2017)
52.232-25	Prompt Payment. (JAN 2017) - Alternate I	(FEB 2002)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management.	(JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations.	(JUN 2013)
52.233-3	Protest after Award. (AUG 1996) - Alternate I	(JUN 1985)

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.	(MAY 2014)
52.242-4	Certification of Final Indirect Costs.	(JAN 1997)
52.242-13	Bankruptcy.	(JUL 1995)
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate II	(APR 1984)
52.244-2	Subcontracts.	(OCT 2010)
52.244-2	Subcontracts. (OCT 2010) – Alternate I	(JUN 2007)
52.244-5	Competition in Subcontracting.	(DEC 1996)
52.244-6	Subcontracts for Commercial Items.	(JAN 2017)
52.245-1	Government Property.	(JAN 2017)
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)
52.253-1	Computer Generated Forms.	(JAN 1991)

Agency for International Development Acquisition Regulation (48 CFR Chapter 7)

NUMBER	TITLE	DATE
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 concerns.	(MAR 2015)
752.228-3	Worker's Compensation Insurance (Defense Base Act).	(DEC 1991)
752.228-7	Insurance - liability to third persons.	(JUL 1997)
752.228-9	Cargo insurance.	(DEC 1998)
752.228-70	Medical Evacuation (MEDEVAC) Services.	(JUL 2007)
752.231-71	Salary supplements for Host Government employees.	(MAR 2015)
752.242-70	Periodic progress reports.	(OCT 2007)
752.245-70	Government property - USAID reporting requirements.	(JUL 1997)
752.245-71	Title to and Care of Property.	(APR 1984)
752.7001	Biographical data.	(JUL 1997)
752.7002	Travel and transportation.	(JAN 1990)
752.7004	Emergency locator information.	(JUL 1997)
752.7006	Notices.	(APR 1984)
752.7007	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)
752.7013	Contractor-Mission Relationships.	(OCT 1989)
752.7014	Notice of Changes in Travel Regulations.	(JAN 1990)
752.7015	Use of Pouch Facilities.	(JUL 1997)

I.2 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN
INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with 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.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

I.3 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the

Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

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 system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.4 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.5 52.216-7 Allowable Cost and Payment. (JUN 2013) – Alternate IV (AUG 2012)

(a)(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with FAR subpart 31.7 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains *Alternate I* to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

(b) *Reimbursing costs*. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal 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. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers;

subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.6 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor

further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

I.7 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.

(End of clause)

I.8 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts. (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [foreign government the Contractor is implementing activities], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [*name of country the Contractor is implementing activities*], shall not constitute an allowable cost under this contract.

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

(End of clause)

I.9 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

I.10 752.7032 International Travel Approval and Notification Requirements (APR 2014)

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

At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF SECTION I]

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 – ENVIRONMENTAL COMPLIANCE INFORMATION

ATTACHMENT 2 – BASELINE DATA FOR OUTCOME INDICATORS

[END OF SECTION J]