

Request for Proposals (RFP)
Amended June 11, 2021

Issue Date: 17:00 IST, Thursday, May 13, 2021 IST (amendment 01 issued May 19, 2021; amendment 02 issued June 11, 2021)

RFP Number: RFP_HO COVID-19 Assessment Stage 2_01_2021

RFP Title: USAID/India Health Office Assessment of Routine Health Service Delivery Adaptations/Innovations in Response to COVID-19 in India (Stage 2)

Questions Due Date: 17:00 IST, Wednesday, May 26, 2021

Closing Date and Time for All Proposals: 17:00 IST, Friday, June 25, 2021

Place of Performance: India (five states TBD)

To All Prospective Offerors:

Panagora Group (hereinafter referred to as Panagora) issues the above-referenced RFP **to conduct an assessment of adaptations and innovations implemented to maintain routine health services in India for human immunodeficiency virus (HIV), tuberculosis (TB), maternal/neonatal/child health (MNCH), reproductive health (RH) and family planning (FP), and other services during the COVID-19 pandemic.** This assessment will be completed within three months.

The estimate ceiling budget for this assignment is INR 7,500,000. Offers will be evaluated according to the evaluation criteria outline below, in which cost is a factor.

Instructions and Evaluation: Instructions for preparation of proposals are found below, and proposals will be evaluated based on the criteria described in Section C. Award shall be made to the offeror whose proposal offers the best value to Panagora.

Questions: Questions regarding this solicitation must be submitted by email and shall be sent directly to covid19rfp@panagoraindia.net. All questions are due by the date specified above. If substantive questions are received, which affect the response to the solicitation, or if changes are made to the closing date and time and other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be provided to all recipients of this RFP.

Submission Due Date and Time: Electronic submission of proposals shall be submitted by the stated closing date and time specified above via email to covid19rfp@panagoraindia.net.

Panagora reserves the right to issue a firm fixed price subcontract without discussions or the submittal of final revised proposals. Therefore, offerors are advised to review the RFP in detail, raise questions and request clarifications by the due date for questions, and submit a comprehensive proposal meeting all the requirements of this RFP by the due date and time.

Sincerely,
Joanne David
Associate, Panagora Group

GENERAL INSTRUCTIONS TO OFFERORS

A. Purpose

Through the Collaborating, Learning and Adapting in India Mechanism (CLAIM), the United States Agency for International Development (USAID)/India has contracted Panagora Group to conduct a rapid assessment of adaptations and innovations to maintain essential health service delivery for HIV, TB, MNCH, RH, FP, and other services during the COVID-19 pandemic in India. The purpose of this assessment is to provide the USAID/India Health Office with a thorough and systematic understanding of the effects of the COVID-19 pandemic on the delivery and utilization of essential health services, the adaptations/solutions that emerged (including during the ongoing vaccine deployment phase) to maintain health services, the extent to which those solutions can aid in recovery, and their relevance for future programming.

In **stage 1** of this assessment, Panagora will identify and document a set of up to twenty (20) adaptations and innovations in different locations for HIV, TB, MNCH, RH, FP, and other services. Stage 1 is in progress. In **stage 2**, Panagora will select a research organization to conduct a detailed analysis of a subset of up to ten (10) adaptations/innovations, to verify whether and to what extent these adaptations and innovations have been successful in addressing disruption of health services, and whether they can be deployed at a larger scale.

Panagora intends to issue one **Firm Fixed Price Subcontract** to the successful offeror. The offerors shall submit a comprehensive proposal for the technical approach and methods they will utilize for the assessment of the **10 adaptations/innovations of health services in Stage 2**, within the payment terms and conditions for the work outlined in the scope of work below.

B. Relevant Timelines

- 17:00 IST, Wednesday, May 26, 2021 - Vendor questions due
- 17:00 IST, Friday, June 25, 2021 - Proposals submissions due
- The estimate period of performance of this assessment is three months from subcontract signature.

C. Statement of Work

Background

Through the Collaborating, Learning and Adapting in India Mechanism (CLAIM) mechanism, USAID/India has contracted Panagora Group to conduct a rapid assessment of adaptations and innovations to maintain essential health service delivery for HIV, TB, MNCH, RH, FP and other services during the COVID-19 pandemic in India. There is evidence from different sources (e.g., academic journals, government reports, articles in news media, etc.) that COVID-19 has disrupted the delivery and utilization of routine health services in India and that, in response, health service providers have been developing and deploying adaptations and innovations to try to mitigate the impact of COVID-19 on service delivery. This research intends to document and systematize some of these cases, and to assess the degree to which they have been effective, and whether they can be scaled up.

Description and Purpose

The purpose of this assessment is to provide the USAID/India Health Office with a thorough and systematic understanding of how the COVID-19 pandemic has affected essential health services, including HIV, TB, MNCH, RH, FP and other services; the adaptations/innovations that emerged (including during the ongoing vaccine deployment phase), the extent to which those solutions at scale can aid in recovery; and gauge their relevance for future programming.

During stage 1 of the assessment, Panagora Group will identify up to 20 cases of adaptations/innovations. In stage 2, the selected research organization will carry out a detailed study of up to 10 cases of adaptations/innovations. This RFP covers only the stage 2 activities.

In this context, a “case” is defined as a specific intervention (adaptation/innovation of a health service). For example, while telehealth strategies have been deployed widely during the COVID-19 pandemic, a “case” would describe and analyze the application of telehealth in a specific service, in a specific state/locality/facility for a specific target population.

Assessment Questions

- 1) What have been the effects of COVID-19 on the delivery of essential health services (in the context of HIV, TB, MNCH, RH and FP) in India?
- 2) What are the implications of these effects on the deployment of vaccines through routine health services for target populations, including marginalized groups?
- 3) What are the adaptations/ innovations that have been implemented in India to address the disruptions in essential health services and prevent/ reverse the backsliding of service delivery during COVID-19?
- 4) What is the effectiveness of the selected adaptations/ innovations in preventing or addressing the backsliding of service delivery during COVID 19?
- 5) Have the selected adaptations/ innovations facilitated the deployment of vaccines? Why or why not? Do they have the potential to facilitate the delivery of COVID vaccines?
- 6) How can USAID/ India support the Government of India with the design, planning and implementation of effective adaptations and/ or innovations at scale to improve routine service delivery during the pandemic and beyond, including the delivery of COVID vaccines?

Location

The locations of the cases of adaptation/innovation for further analysis during stage 2 have not yet been identified. The selection of the 10 cases for detailed study will be done in consultation with USAID and the successful offeror, based on the findings in stage 1. It is expected that they will be located in up to five states across the country. In some cases, the adaptations and innovations may be limited to a single facility, in others they may have been implemented in multiple districts and facilities by state and local health authorities. For planning and budgeting purposes for the stage 2 data collection, offerors can assume that data will be collected from no more than 30 health facilities (up to three facilities on average for each of the 10 cases) in five states.

D. Main Tasks for Stage 2

- Lead a technical meeting with Panagora and USAID to make a selection of up to 10 cases for detailed study, reviewing the 20 cases identified during stage 1, and taking into consideration the analysis of the trends in service use, and the service areas showing greater disruption as a result of the COVID-19 pandemic.
- Prepare a stage 2 work plan with the case study approach and data collection methods; provisions for field and remote data collection, with COVID-19 protocols in case of field data collection; the annotated case study data collection tools, such as interview guides and templates; locations of facilities; data sources, including list of proposed interviews; team organization and deployment; and data collection plan and schedule.
- Upon approval of the stage 2 work plan by Panagora Group and USAID/India Health Office, conduct data collection in the selected sites (states/districts/facilities), including quantitative data from health facilities and structured interviews. Illustrative interviews, depending on the type of adaptation/innovation, might include government health officials at national and sub-national levels, MoHFW program directors/managers, facility administrators; health care providers such as, doctors, nurses, pharmacists, counselors; and exit interviews with patients/beneficiaries for select interventions.
- Document each of up to 10 adaptations/innovations in a detailed case study template, approved in advance, that responds fully to evaluation questions 3, 4, 5, and 6 set out in this RFP, and according to the methodology proposed by the successful offeror. Submit the draft case studies to Panagora for review.
- Develop a detailed presentation of stage 2 findings and the preliminary case study drafts of the adaptations/innovations for USAID. Submit a draft to Panagora for review prior to presentation delivery and subsequently a final version of the presentation to USAID/India.
- Incorporate Panagora and USAID comments and questions into the final case study document for each of the cases.
- Draft a narrative report (no more than 30 pages) with an overview of the adaptations and innovations that were documented in the cases studies, a summary of the main findings and conclusions, and recommendations for scaling up of the successful adaptations and innovations.
- Upon USAID review, incorporate comments and questions into the final narrative report and case studies.

E. Deliverables

Task	Deliverables	Estimated due dates
Confirmation of 10 case studies	Final list of approved case studies	TBD
Finalize Stage 2 work plan	Detailed activity work plan with annexes (templates, protocols), team deployment, sequencing, schedule	TBD
Conduct data collection	Brief interim data collection report (< 10 pages)	TBD
Draft case studies	10 case studies in approved format/template	TBD

Present case studies	PowerPoint presentation of 10 case studies	TBD
Finalize case studies	Case studies incorporating Panagora and USAID feedback (<10 pages each case)	TBD
Draft overview report	Report with summary of findings, conclusions, and recommendations (<30 pages)	TBD
Final report	Report incorporating Panagora and USAID feedback	TBD

The schedule of deliverables and due dates will be confirmed upon subcontract award.

Period of Performance

Three months (dates TBD).

Reporting

During the assignment, the selected service provider will report to the technical supervisor designated by Panagora. The provider will work closely with the Panagora technical supervisor and IDIQ director, participating in bi-weekly meetings to report on progress.

F. Required Experience and Credentials

- Demonstrated experience in health systems research in India (> 10 years)
- Demonstrated record of research and publications on health services delivery in HIV, TB, MNCH, RH, FP, and other services.
- Experience in evaluation of health service delivery for government and/or donor agencies
- An organization registered in India

G. Submission of Questions and Clarifications

Questions or clarification requests for this RFP shall be submitted in writing to the following email address: covid19rfp@panagoraindia.net. The deadline for submission of questions is **17:00 IST, Wednesday, May 26, 2021**. Phone calls will not be accepted.

H. Instructions for the Preparation and Submission of Proposals

Offerors must submit full, accurate, and complete information as required by this solicitation. The proposals must be submitted in English. Panagora may determine an offer to be unacceptable if the offer does not comply with all the terms and conditions of this solicitation. Panagora will not pay for any proposal preparation costs.

All proposals will be evaluated against the evaluation criteria below. The offeror with the lowest cost may not be awarded the work. Therefore, an award resulting from this RFP will be made to the institution that offers the best value to Panagora from a combined technical and cost standpoint.

Formatting: Proposal must be in Times New Roman, 11pt font, single spaced. **Technical proposals shall not exceed 20 pages.** Anything beyond the page limit will not be evaluated.

Technical and Implementation Approach: Technical proposals must be responsive to sections A, C, D, E, F, and I, and be organized according to the following sections:

- Cover Letter (not counted towards page limitation)
- I. Executive Summary
- II. Institutional Experience
- III. Proposed Approach and Methodology
- IV. Proposed Work Plan and Schedule
- V. Personnel Experience and Qualifications

Annex 1: Personnel CVs (not counted towards page limitation)

Cost: The cost proposals should be prepared according to the format provided in section J, Annex C and should include the offeror's required payment terms.

I. Evaluation and Criteria

Pre-qualification Criteria (Step 1)

The following pre-qualification criteria will form the basis of evaluating all proposals, and failure to comply will result in disqualification of the proposal:

1. Clear demonstration of experience in health service research (>10 years)
2. List of at least five relevant research projects and publications
3. Demonstrated experience in operational research in HIV, TB, MNCH, RH, and FP services in India

Technical Evaluation of Proposals (Step 2)

The proposal will be considered for review only if it meets all the above pre-qualification criteria and the proposal instructions in Section H. Documentation of the offeror's evidence to all the above-stated criteria is included in the first section of the proposal. If during this evaluation process, Panagora determines that particular pre-qualification criteria may be modified or waived and still allow Panagora to obtain services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all offerors, and all proposals will be re-evaluated in light of the change. After evaluating the proposals according to the cited criteria, the award will be made based upon the best value to Panagora.

Panagora will evaluate offerors' proposals on their responsiveness to the technical specifications defined in the technical evaluation criteria.

Selection shall be based on the following weighted categories (summing 100%):

No.	Technical Evaluation (Step 2) Criteria	Percentage
1.	<p>Specific experience of the research organization relevant to the assignment:</p> <ul style="list-style-type: none"> • Experience in similar operational research projects; • Specialization in health service management; and, • Approaches and methods for evaluation of health services, especially in the priority areas (HIV, TB, MNCH, RH, FP). <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [7 pts]: Little experience in operational research in health; little or no experience in research on health management; and scarce experience in approaches to assessing health delivery. • Satisfactory [10 pts]: Adequate experience in operational research in health management, and general approaches relevant to the assignment; and some experience in conducting research on health delivery, but not in the priority areas. • Good [15 pts]: Extensive experience in operational research in health management, and issues; experience with relevant approaches and methodologies for research on health delivery in some of the priority areas. • Very Good [20 pts]: Outstanding, advanced expertise in health management research issues; leading specialists in India in approaches and methodologies; and numerous research studies on health delivery including all the priority areas. 	20%
2.	<p>Adequacy of the proposed approach and methodology in responding to the statement of work:</p> <ul style="list-style-type: none"> • The understanding of the objectives of the assignment, the problems being addressed, and their importance; • The approach for carrying out the activities, in particular the case study methodology, data collection sources, and methods for obtaining the expected output; • The approach to managing data collection under the COVID-19 pandemic conditions; and, • The detailed explanation of the methodology to be adopted, including an annotated template of the case study report. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [10 pts]: Method of approach inappropriately or very poorly presented; misunderstood the scope of work, weak explanation of data collection sources and methods, minimal explanation of adaptation to COVID-19 conditions, and weak case study template • Satisfactory [15 pts]: Standard/generic approach relevant to the assignment, low specificity of data collection sources; some 	30%

	<p>explanation of adaptation of data collection methods to COVID-19; and a clear case study template</p> <ul style="list-style-type: none"> • Good [25 pts]: Method of approach includes reasonable degree of detail in data collection sources and methods; detailed explanation of adaptation of data collection to COVID-19 conditions, and detailed case study template • Very Good [30 pts]: Data collection sources, methods, and template specifically tailored to research objective; methodological and data collection issues explained, including adaptation to COVID-19 conditions; and use of state-of-the-art approaches and methodologies 	
<p>3.</p>	<p>Summary work plan and schedule:</p> <ul style="list-style-type: none"> • Identifies the main activities of the assignment, considering their content and duration; • Explains how human resources will be deployed in the data collection, analysis, and drafting; • Clearly shows timing, durations, phasing, and milestones; and, • Proposed plan responds to required timeline. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [7 pts]: Omits important tasks; timing of activities inconsistent with the proposed method of approach; lack of clarity and logic in the sequencing • Satisfactory [10 pts]: All key activities are included, with some details; minor inconsistencies between timing, outputs, and approach • Good [15 pts]: Work plan responds well to SOW; all important activities indicated; timing appropriate and consistent with outputs; interrelation between the activities are realistic and consistent with approach; reasonable degree of detail • Very Good [20 pts]: In addition to “good” score, decision points, sequence, and timing very well-defined; optimized the use of resources; fully detailed; flexibility to accommodate contingencies; work will be completed within a short timeline. 	<p>20%</p>
<p>4.</p>	<p>Team Leader’s qualifications and competence for the assignment [max 10 points]:</p> <ul style="list-style-type: none"> • Level of education and training; • Positions held; • Years of experience in relevant fields; and, • Professional publications. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [3 pts]: education and training have little relevance for the SOW requirements and little or no relevant experience (<1 year) and no publications 	<p>20%</p>

	<ul style="list-style-type: none"> • Satisfactory [5 pts]: has some experience (2> years), but no positions of responsibility; relevant academic education and training; a few publications • Good [7 pts]: has relevant education and training; significant experience (>5 years); creditable professional achievements, e.g., positions and levels of responsibility; and some publications • Very Good [10 pts]: extensive experience (>10 years); recognized as an expert in field with extensive publications record; up to date in relevant state-of-the-art expertise/tools <p>Data collection team members' qualifications and experience in field evaluation of health services or similar research: [max 10 points]:</p> <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [3 pts]: Team members show little or no relevant qualifications and experience in field data collection for evaluation of health services or similar. • Satisfactory [5 pts]: Team members show relevant qualifications and some limited experience (>1 year average) in field data collection for evaluation of health services or similar • Good [7 pts]: Team members show relevant qualifications and experience (>3 years average) in field data collection for evaluation of health services or similar • Very Good [10 pts]: Team members clearly demonstrate qualifications and significant experience (>5 years average) of field data collection in evaluation of health services or similar 	
<p>5.</p>	<p>Cost (Costing must be in INR)</p> <ul style="list-style-type: none"> - Clear, detailed budget provided in template; - Costs are reasonable and realistic to support the scope of work; - Total cost is within the stated ceiling; and, - Unit costs are aligned with market rates. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor [3 pts]: cost template is not used; line items are vaguely named; accompanying narrative is vague and disorganized; cost is not within the stated range; working assumptions are not stated • Satisfactory [5 pts]: cost template may or may not be used; line items are named; accompanying narrative has a structure; cost may or may not be within the stated range; working assumptions are stated • Good [7 pts]: cost template is used; line items are named; accompanying narrative has a well-organized structure; cost is within the stated range 	<p>10%</p>

	<ul style="list-style-type: none"> • Very Good [10 pts]: cost template is used; line items are clearly named; accompanying narrative clearly defines make up and purpose of cost line items and working assumptions; cost is within the stated range, reasonable, and provides best value to Panagora 	
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The award will be made based upon the best value to Panagora. Panagora reserves the right to determine the proposal that best meets its needs. The contract awarded for this RFP is neither exclusive nor mandatory.

J. Fixed Price Cost Proposal Submission Template

Please use this template to prepare your price submission. Please provide a budget for the time and materials required to achieve the deliverables outlined in section E. Please provide a narrative price proposal to support each cost line. Cost proposals should display formulas and be unlocked and unprotected.

See attached Excel budget template.

[END OF RFP]

ANNEX A – DRAFT SUBCONTRACT



**Subcontract Agreement between
 Panagora Group LLC
 and
 Name of organization
 under the
 USAID/Collaborating, Learning and Adapting in India Mechanism (CLAIM) Activity**

SECTION A. COVER PAGE

1. Issued by: Panagora Group Lee Plaza 8601 Georgia Avenue, Suite 905 Silver Spring, MD 20910	2. Issued to: Name of organization Address line 1 Address line 2
3. Subcontract Number:	HO COVID-19 Assessment Stage 2_01
4. USAID Prime Contract Number(s):	Prime Contract No: 72038619D00001, Task Order No: 72038620F00003
5. Subcontract Type:	Firm Fixed Price (FFP)
6. Period of Performance:	Start date – end date
7. Total Ceiling Price Amount:	INR xx
<p>The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties. In witness of their agreement and acceptance of the terms and conditions of this subcontract, Panagora Group and the Subcontractor have caused this subcontract to be executed by their duly authorized representatives:</p>	
Authorized Signatory for Panagora: Elizabeth A. Bassan	Authorized Signatory for Subcontractor: Name of signatory
Title: President and CEO	Title: Title of signatory
Panagora Group LLC	Title of organization
By (signature):	By (signature):
Date:	Date:

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SECTION I. CONTRACT CLAUSES INCORPORATED BY REFERENCE 1

SECTION B. SUPPLIES OR SERVICES AND PRICE

B.1 Purpose

The purpose of this subcontract is to conduct an assessment of adaptations and innovations implemented to maintain routine health services in India for HIV, TB, MNCH, RH, FP, and other services during the COVID-19 pandemic as detailed in Section C.3.

B.2 Contract Type

This is a Firm Fixed Price (FFP) type subcontract. For consideration set forth below, the Subcontractor will provide the deliverables and services described in Section C and F, in accordance with the performance standards specified in Section E.

B.3 Ceiling Price

The Firm Fixed Price of the subcontract, exclusive of Tax, is **INR xx**. The Subcontractor will not exceed the Firm Fixed Price.

B.4 Payment Method

As consideration for the delivery of the services stipulated in Section C, Panagora will pay the Subcontractor the total firm fixed price amount of **INR xx**. Panagora will make payments subject to Subcontractor's completion and satisfactory delivery of services outlined in Section C. The payment schedule, which corresponds to the timeline and deliverable schedule in sections C.4 and C.5 is as follows:

Deliverables	Amount (% of Total Price)
Final list of approved case studies	INR xx; xx%
Detailed activity work plan with annexes (templates, protocols), team deployment, sequencing, schedule	INR xx; xx%
Brief interim data collection report (< 10 pages)	INR xx; xx%
10 case studies in approved format/template	INR xx; xx%
PowerPoint presentation of 10 case studies	INR xx; xx%
Case studies incorporating Panagora and USAID feedback (<10 pages each case)	INR xx; xx%
Report with summary of findings, conclusions, and recommendations (<30 pages)	INR xx; xx%
Report incorporating Panagora and USAID feedback	INR xx; xx%

SECTION C. STATEMENT OF WORK

C.1 Introduction

USAID/India has contracted Panagora Group through the Collaborating, Learning and Adapting in India Mechanism (CLAIM) to provide monitoring, evaluation and learning (MEL) services to generate learning inputs for the implementation of the new Country Development Cooperation Strategy (CDCS). Under the CLAIM Task Order 1, Panagora will conduct a rapid assessment of adaptations/innovations to maintain essential health service delivery for HIV, TB, MNCH, RH, FP, and other services during the COVID-19 pandemic in India. The purpose of this assessment is to provide the USAID/India Health Office with a more thorough and systematic understanding of the effects of the COVID-19 pandemic on the delivery and utilization of essential health services, the adaptations/solutions that emerged (including during the ongoing vaccine deployment phase) to maintain health services, the extent to which those solutions can aid in recovery, and their relevance for future programming. The assessment will take place in two stages between May 2021 and September 2021.

C.2 Background

Through the Collaborating, Learning and Adapting in India Mechanism (CLAIM) mechanism, USAID/India has contracted Panagora Group to conduct a rapid assessment of adaptations and innovations to maintain essential health service delivery for HIV, TB, MNCH, RH, FP and other services during the COVID-19 pandemic in India. There is evidence from different sources (e.g., academic journals, government reports, articles in news media, etc.) that COVID-19 has disrupted the delivery and utilization of routine health services in India and that, in response, health service providers have been developing and deploying adaptations and innovations to try to mitigate the impact of COVID-19 on service delivery. This research intends to document and systematize some of these cases, and to assess the degree to which they have been effective, and whether they can be scaled up.

C.3 Statement of Work

The Subcontractor will be responsible for the following:

- Lead a technical meeting with Panagora and USAID to make a selection of the 10 cases for detailed study, reviewing the 20 cases identified, and taking into consideration the analysis of the trends in service use, and the service areas showing greater disruption as a result of the COVID-19 pandemic.
- Design a stage 2 work plan with the case study approach and data collection methods; provisions for field and remote data collection, with COVID-19 protocols in case of field data collection; the annotated case study data collection tools, such as interview guides and templates; locations of facilities; data sources, including list of proposed interviews; team organization and deployment; and, data collection plan and schedule.
- Upon approval of the stage 2 work plan by Panagora Group and USAID/India Health Office, conduct data collection in the selected sites (states/districts/facilities), including quantitative data from health facilities and structured interviews. Illustrative interviews, depending on the type of adaptation/innovation, might include government health officials at national and sub-

national levels, MoHFW program directors/managers, facility administrators; health care providers such as, doctors, nurses, pharmacists, counselors; and exit interviews with patients/beneficiaries for select interventions.

- Document each of the 10 adaptations/innovations in a detailed case study template, approved in advance, that responds fully to the evaluation questions 3 and 4 set out in this RFP, and according to the methodology proposed by the successful offeror. Submit the draft case studies to Panagora for review.
- Develop a detailed presentation of stage 2 findings and the preliminary case study drafts of the 10 adaptations/innovations to USAID and deliver the presentation. Submit a draft to Panagora for review prior to presentation delivery and subsequently a final version of the presentation to USAID/India.
- Incorporate Panagora and USAID comments and questions into the final case study document for each of the cases.
- Draft a narrative report (no more than 30 pages) with an overview of the adaptations and innovations that were documented in the cases studies, a summary of the main findings and conclusions, and recommendations for scaling up of the successful adaptations and innovations.
- Upon USAID review, incorporate comments and questions into the final narrative report and case studies.

C.4 Timeline

The Subcontractor will perform the work between June 2021 and September 2021, according to the timeline below.

C.5 Deliverables

The Subcontractor will deliver the following deliverables:

Task	Deliverables	Estimated due dates
Confirmation of 10 case studies	Final list of approved case studies	Due date #1
Finalize Stage 2 work plan	Detailed activity work plan with annexes (templates, protocols), team deployment, sequencing, schedule	Due date #2
Conduct data collection	Brief interim data collection report (< 10 pages)	Due date #3
Draft case studies	10 case studies in approved format/template	Due date #4
Present case studies	PowerPoint presentation of 10 case studies	Due date #5
Finalize case studies	Case studies incorporating Panagora and USAID feedback (<10 pages each case)	Due date #6
Draft overview report	Report with summary of findings, conclusions, and recommendations (<30 pages)	Due date #7
Final report	Report incorporating Panagora and USAID feedback	Due date #8

C.6 Management and Technical Direction

The Subcontractor shall render the services as stipulated in C.3, above, under the general technical direction of Panagora's Technical Supervisor for USAID/India CLAIM, or their designee. The Technical Supervisor, or their designee, will be responsible for monitoring Subcontractor's performance under this fixed price subcontract. Subcontractor shall not communicate directly with USAID during the performance of this subcontract.

SECTION D. PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (January 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 will be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING PLAN

If ever applicable, the Subcontractor must comply with the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 2, 2015) at <https://www.usaid.gov/ads/policy/300/320>; and the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy. It is USAID’s policy that Contractors’ and Subcontractors’ corporate identities or logos must not be used on USAID-funded program materials. If ever applicable, the Subcontractor shall follow the Contractor’s Branding Implementation and Marking Plan. Panagora will amend this subcontract with the USAID-approved Branding and Marking Plan when it is ready.

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 subcontract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

NUMBER	TITLE	
52.246-2	Inspection of Supplies—Fixed Price	AUG 1996
52.246-4	Inspection of Services—Fixed Price	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

Panagora's inspection and acceptance of services, reports and other required deliverables or outputs must take place at any location where the services are performed and reports and deliverables or outputs are produced or submitted. The IDIQ Director, William Cartier, has authority to inspect and accept all services, reports, and deliverables.

E.3 RESPONSIBLE OFFICIAL

In accordance with the clause of this contract entitled Inspection – Fixed Price, (FAR 52.246-4), inspection of results or other deliverables required by the issued Task Order must be made by the IDIQ Director, William Cartier. Acceptance of goods/services and reports or other deliverables by the Technical Director must form the basis for payments to the Subcontractor, and will form the basis of the Subcontractor's permanent performance record with regard to this contract.

SECTION F. DELIVERIES AND PERFORMANCE

F.1 Period of Performance

The effective date of this fixed price subcontract is **start date – end date**. The Subcontractor shall deliver the deliverables set forth in Section C, Statement of Work, to Panagora’s IDIQ Director, or their designee, in accordance with the schedule stipulated therein.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract, the Subcontractor shall notify Panagora forthwith and Panagora shall have the right to summary termination of this firm fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

F.2 Place of Performance

The place of performance under this subcontract is India.

F.3 Personnel and Deliverables

The Subcontractor will provide the following personnel under this Subcontract. The Subcontractor must obtain prior written approval from Panagora of any replacements of these personnel.

- Person #1
- Person #2
- Person #3

F.4 Subcontractor Performance Standards

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor:

- (1) in an efficient, safe, courteous, and businesslike manner;
- (2) in accordance with any specific instructions issued from time to time by Panagora Group; and
- (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the

services as an independent Subcontractor with the general guidance of Panagora. The Subcontractor's employees shall not act as agents or employees of Panagora.

- (b) Panagora Group reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.
- (c) Panagora Group will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives.

These may include:

- (1) Business meetings between the Subcontractor's team, Panagora and/or USAID
 - (2) Feedback from key partners
 - (3) Site visits by Panagora Group personnel
 - (4) Meetings to review and assess periodic work plans and progress reports
 - (5) Reports
- (d) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Panagora Group. In addition to review of Subcontractor reports and deliverables, Panagora Group shall review the quality of Subcontractor performance under this subcontract on an annual basis.

These reviews will be used to help determine the Subcontractor's suitability for future subcontracts. The Subcontractor will be evaluated for:

- Quality and timeliness of work. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.
 - Responsiveness to Panagora Group's requests. Maintains open, direct, and responsive communications channels with Panagora Group. Responses are rapid, helpful, accurate, and without undue delays.
 - Quality of financial management. Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.
 - Quality of subcontract administration. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Panagora Group to include first-hand contacts with candidates and performing reference checks.
- (e) The Subcontractor will make a good faith effort to complete the work according the timeline outlined in Section C. The Subcontractor should notify Panagora immediately if it encounters delays in obtaining permissions in access to sites and data bases. If the delays are not within

the manageable control of the Subcontractor, Panagora will modify the subcontract to revise timelines, payment schedules, and the period of performance. All modifications will be treated as no-cost modifications unless prior approval is provided by Panagora.

F.5 Reports and Deliverables or Outputs

All reports must be in the English. The Subcontractor will promptly notify the technical supervisor, or their designee of any problems, delays, or adverse conditions which materially impair the Subcontractor's ability to meet the requirements of the contract.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 Invoicing

The Subcontractor shall submit an original invoice to Panagora upon submission of each deliverable outlined in sections **B.4** and **C.5**.

The invoice shall include the following information: a) subcontract number, b) services rendered, c) total amount due in Indian Rupees, per Section C.1., above; and d) bank account information including account name and number, bank name and address and bank SWIFT code information corresponding to the authorized account.

G.2 Payment Account Information

Panagora Group shall remit payment corresponding to approved, complete invoice submitted in accordance with the terms herein payable to the Subcontractor via wire transfer sent to the Subcontractor's authorized account.

G.3 Payment

The Subcontractor's invoice will be paid by Panagora within thirty (30) business days of Panagora Group's receipt of an acceptable invoice, and after approval of the deliverable (s) is rendered by the IDIQ Director. Payment will be made in Indian Rupees and paid to the account specified in the Subcontractor's invoice.

G.4 Technical Direction/Technical Officer

(a) Technical Directions is defined to include:

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

(b) Panagora IDIQ Director

Panagora's IDIQ Director is authorized to represent Panagora in connection with administration of the subcontract, subject to the limitations stated herein. The IDIQ Director's actions may include the following:

(1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract's terms, conditions, and specifications. (2) Perform or cause to be performed inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies; performance acceptance for Panagora. (3) Maintain all liaison and direct

communications with the Subcontractor. (4) Issue written interpretations of technical requirements of Subcontractor's drawings, designs, and specifications. (5) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to Panagora all incidents of faulty or nonconforming work, delays, or problems.

Panagora' Technical Officer is not authorized to make oral or written changes in the terms of the subcontract, or otherwise make any commitments or changes that affect cost, quality, quantity, delivery, or other terms and conditions of the subcontract.

(c) Designation

Panagora hereby designates the following person(s) with the authority to provide technical direction to the Subcontractor:

Name of designee

Title of designee

Email of designee

G.5 Privity of Contract and Communications

It is understood and agreed by the Parties that no contractual relationship is established between USAID and Subcontractor by reason of this subcontract. All authorizations required from USAID shall be obtained through Panagora and all communications intended for USAID shall be handled through Panagora.

G.6 Subcontract Administration

(a) Only Panagora's President has authority to make changes in, to amend, or to modify this subcontract. Such orders, changes, modifications, or directions must be in writing.

(b) Subcontractor hereby designates the following person(s) as possessing the authority to execute contractual agreements on behalf of the Subcontractor:

Name of signatory

Title of signatory

Email of signatory

(c) Notices and correspondence concerning this subcontract will be sent to the address set forth on the first page of the subcontract. In the event that either party's street address changes, the party whose address has changed shall advise the other party in writing, within five business days of such a change. In the event that the party whose address has changed does not notify the other party in writing within five business days, communications sent to the previous address shall be considered to have been received.

SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS

H.1 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.2 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Subcontractor and any employee or consultant of the Subcontractor 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 prime Task Order unless the use of Government facilities or personnel is specifically authorized in the prime Task Order or is authorized in advance, in writing, by the prime Task Order Contractor's Officer Representative.

H.3 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.4 TRAVEL

No international travel is authorized under this subcontract unless the Subcontract has prior written approval.

H.5 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

Direct compensation of the Subcontractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Task Order is 937 which is the United States, the cooperating/recipient country, and developing countries other than advanced developing countries as defined by USAID, and excluding prohibited sources. A list of developing countries is available at: <http://transition.usaid.gov/policy/ads/300/310maa.pdf>.

A list of advanced developing countries is available at: <http://transition.usaid.gov/policy/ads/300/310mab.pdf>.

H.7 LANGUAGE REQUIREMENTS

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

H.8 PROCUREMENT OF EQUIPMENT

The Subcontractor is not authorized to purchase goods and products under this subcontract.

H.9 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.10 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

The Subcontract is required to submit a report on payment of taxes at the end of the subcontract. Panagora will provide the Subcontract with a report format.

H.11 PRESS AND MEDIA RELATIONS

The Subcontractor shall not meet with the press or media, or respond to press inquiries and statements. The Subcontract should refer all inquiries to Panagora.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (EVALUATION)

(a) Work assigned under this contract may call for the subcontractor to furnish important services in support of evaluation of International Rule of Law Technical Services. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE SUBCONTRACTOR MUST BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBSUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE SUBCONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Subcontractor from the implementation work would not be in the Government's interest.

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

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

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

This IDIQ calls for the subcontractor to furnish important services in support of the evaluation of International Rule of Law Technical Services. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the SUBCONTRACTOR MUST BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBSUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE SUBCONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Subcontractor from the implementation work would not be in the Government's interest. When a task order includes a work requirement that may preclude the Subcontractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN/IMPLEMENT)

Task orders under this contract may call for the subcontractor to furnish important services in support of the design of International Rule of Law Technical Services. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE SUBCONTRACTOR MUST BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBSUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Subcontractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that may preclude the subcontractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.15 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN/IMPLEMENT)(Task Order Clause)

This IQC calls for the subcontractor to furnish important services in support of the design of International Rule of Law Technical Services. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE SUBCONTRACTOR MUST BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBSUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR THE ACTIVITY, EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER A SEPARATE TASK ORDER ISSUED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the

Subcontractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that may preclude the subcontractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.16 USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://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 the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

H.26 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.17 302.3.5.9 NONDISCRIMINATION (June 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not

adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.18 DISCLOSURE OF INFORMATION

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

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

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

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

H.19 INFORMATION SYSTEM SECURITY

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

(a) Designation of the Information System Security Officer. The Contracting Officer hereby designates [TBD] located in Washington, DC as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security (ISS) of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for

USAID, regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

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

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

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

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

SECTION I. CONTRACT CLAUSES INCORPORATED BY REFERENCE

I.1 FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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 the Prime contract, IDIQ AID-OAA-I-15-00025. For electronic access to the full text of a FAR clause see <http://acquisition.gov/far/index.html>.

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
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION FOR FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT	OCT 1997

	FORMAT	
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENT FOR CERTIFIED COSTOR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED-FEE	JUN 2011
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-54	EMPLOYMENT ELIGIBILIYT VERIFICATION	AUG 2013
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA---GENERAL	MAY 2014
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996

52.229-3	FEDERAL, STATE AND LOCAL TAXES	FEB 2013
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	MAY 2014
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232-12	ADVANCE PAYMENTS ALTERNATE II	MAY 2001 (MAY 2001)
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 ALTERNATE I (FEB 2002)	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 (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
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 (JUN 2007)
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2015
52.245-1	GOVERNMENT PROPERTY	APR 2012
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
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984

I.2 MISCELLANEOUS

- (a) This subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this subcontract are for convenience only and shall not affect the meaning or interpretation of this subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this subcontract, including but not limited to any rule of law to the effect that any provision of this subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties

hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I.3 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(a) Definitions. As used in this clause—

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

“Full cooperation”—

1. Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;
2. Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
 - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
3. Does not restrict a Contractor from—
 - (i) Conducting an internal investigation; or
 - (iii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) Code of business ethics and conduct.

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

- (i) Have a written code of business ethics and conduct;
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

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

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

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

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance

program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

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

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

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

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor must notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

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

(d) Subcontracts.

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

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

I.4 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no

affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

- (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .
(End of clause)

I.5 52.217-2 CANCELLATION UNDER MULTIYEAR 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
 - (iv) 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 non-availability 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.

I.6 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

(a) Definitions. As used in this clause—

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

“Coercion” means—

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

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

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process. “Involuntary servitude” includes a condition of servitude induced by means of—
 - (i) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
 - (ii) The abuse or threatened abuse of the legal process.

“Recruitment fees” means- Fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs--
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);

- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

“Severe forms of trafficking in persons” means—

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

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

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

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

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

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

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;

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

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

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

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

(A) Legally permitted to remain in the country of employment and who chooses to do so; or Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

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

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

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

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification.

- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
 - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

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

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

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

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

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

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

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

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

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

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

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

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

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

(h) Compliance plan.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Posting.

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

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

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

(ii) After having conducted due diligence, either—

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

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

(i) Subcontracts.

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

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

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

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

I.7 FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

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

“Covered telecommunications equipment or services” means—

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

“Critical technology” means—

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

2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled
 - a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - b. For reasons relating to regional stability or surreptitious listening.
3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
 - a. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
 - b. Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subcontractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
 - c. Exceptions. This clause does not prohibit contractors or the Subcontractor from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - d. Reporting requirement.
 - i. In the event the Subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Subcontractor will notify the Contractor immediately, within one business day.
 - ii. The Subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause within one business day from the date of such identification or notification: the contract number; the order number(s), if

applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

[End of Subcontract]

ANNEX B – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

COMBATting TRAFFICKING IN PERSONS COMPLIANCE – C-TIPS

We, **INSERT organization/company name**, certify and acknowledge that I:

- (1) Have received Panagora’s Combatting Trafficking in Person (C-TIPs) policy and compliance plan instituted to prevent, monitor and detect any prohibited activities identified in the policy as trafficking in persons and the corresponding awareness presentation of the same compliance plan, information about the U.S. Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against Panagora’s employees, contractors, and subcontractors for violations of the policy;
- (2) Have received information regarding the process to report, without fear of retaliation, activity inconsistent with Panagora’s C-TIPs policy prohibiting trafficking in persons, including the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org;
- (3) Understand that Panagora’s recruitment plan only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the individual, and ensures that wages meet applicable host-country legal requirements or explains any variance;
- (4) Agree to inform Panagora immediately of any credible information I receive from any source (including host-country law enforcement) that alleges a Panagora director, officer, employee, independent contractor, subcontractor, subcontractor employee or consultant has engaged in conduct that violates the policy.
- (5) Am currently not engaged and will not engage in any such activities in the future.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO YOUR PANAGORA’S TALENT MANAGEMENT TEAM POINT OF CONTACT OR THE ACTIVITY MANAGEMENT TEAM (AMT)

Name: **Organization/Company name**

Address: **INCLUDE Full Address**

Signature: _____

Date: **ADD DATE SIGNED**

SECTION 889

Per Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA FY2019), the purchase and use of the following under U.S. Government funded contracts are restricted:

Telecommunications equipment and video surveillance services and equipment specifically from five companies posing a security risk: Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).

As a United States contractor, we are required to represent to the government whether we do or do not use the above stated covered equipment and/or services. Therefore, we are required to seek information from all subcontractors and suppliers associated with our work.

Accordingly, we respectfully request your cooperation in completing the attached "Section 889 Subcontractor Questionnaire." Information provided by your firm in response to the questionnaire will only be used in connection with our compliance requirements and it may be communicated to our U.S. government client.

**Panagora Group
Subcontractor Questionnaire
Section 889 Telecommunications and Video Surveillance Equipment and Services**

Name of Subcontractor: _____
Name of Prime Contract: _____
Prime Contract Number: _____
Date: _____

Please answer each question completely and note that covered telecommunications services also include internet and cell/mobile phone services.

1. In performing work under the prime contract, as subcontractor, will your company provide any telecommunications and/or video surveillance equipment or services from any of the following companies (or their subsidiaries and affiliates)? **Please answer Yes or No.**

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

1a. If your company responded “Yes” to Question 1, please describe the equipment and/or services you are providing and the name of each covered company? *Skip this question if it does not apply.*

Name of Covered Company	Description of Equipment and/or Services

1b. Based on information provided under 1a. above, would it be possible to replace the covered equipment and/or services with non-covered telecommunications or video surveillance equipment or services, at no additional cost under the subcontract and with no impact on your current level of performance? **Please answer** **Yes** **No**.

1.b.1 If yes, please provide the make/model and detailed specifications of the equivalent replacement item(s).

1.b.2 How long will it take to replace the covered equipment and/or service with non-covered equipment and/or service?

1.b.3 If no, please describe the make/model, detailed specifications, and costs associated with the replacement item(s).

2. Is there any additional information you can share regarding internet and cell/mobile phone services used under the subcontract, which rely on the use of covered telecommunications equipment or services? **Yes** **No** **If Yes, please provide additional information below.**

Subcontractor Confirmation

3. Your company confirms that based on the extent of your findings resulting from Panagora’s reasonable inquiry into the supply and utilization of covered telecommunications and video surveillance equipment and services (*Choose One Answer*):

- a. We do not supply or utilize covered equipment or services under the subcontract _____
- b. We will discontinue supplying or utilizing covered equipment or services under the subcontract_____

4. If you responded Yes to any of the questions under *Number 1* above, please describe the steps you will take to ensure that your company will not supply or utilize covered equipment and services, under the above-named subcontract. Please use the space provided below.

Print Name of Authorized Person:_____

Title: _____

Signature: _____

[End of Questionnaire]

ANNEX C – BUDGET TEMPLATE

***NOTE: See Excel sheet format to be used for cost submission in email.**

Fixed Price Cost Submission

RFP

Offeror:

Date: #####

Fixed Price

SAMPLE inputs - please edit the content

Item & Description	Per Month				Total
Item & Description	Unit	Qty	Rate	Amount (INR)	
Insert items from scope of work					
item 1	hours	0.166	400	66	398
item 2	hours	2	300	600	3,600
item 3	month	2	860	1,720	10,320
Materials					
Item 1		1	100	100	600
Item 2		1	200	200	1,200
Total				2,386	16,118

RFP USAID/India Health Office Assessment of Routine Health Service Delivery Adaptations/Innovations in Response to COVID-19 in India (Stage 2)

ANSWERS TO QUESTIONS RECEIVED ON RFP

1. Given the duration of only 3 months for completion of the study, we would like to clarify by when will the results of stage 1 (shortlisted case studies) be shared with the successful bidder?

The results will be shared with the successful offeror and incorporated into the subcontract as an Annex.

2. Given the current restrictions on travel due to the ongoing COVID-19 pandemic, can the data collection phase be conducted virtually or is there a need to visit the sites/locations of study for data collection?

We recommend bidders to propose any mix of remote and field data collection that they believe is feasible in the current COVID context, cost effective, and responds to “do no harm” principles especially in relation to COVID.

3. While it is mentioned in the RFP that the successful bidder will be required to select up to 10 case studies with Panagora and USAID team to carry out the stage 2 of the study, we would like to know if it is expected from the bidder to develop a scoring methodology or ranking criteria for selecting 10 case studies for detailed analysis out of the 20 shortlisted case studies.

The 10 adaptations and innovations for detailed analysis will be determined in Stage 1.

4. The RFP mentions a requirement for ‘Demonstrated experience in health systems research in India (> 10 years). We would like to clarify if there is any flexibility regarding this requirement and if a firm with less than 10 years of relevant experience can apply for this bid.

We will accept bids from firms with less than 10 years experience. All bids will be reviewed according to the evaluation criteria on pages 7-10 of the RFP.

5. Can a bid be submitted in consortium or joint venture with another organisation in order to strengthen the proposal?

Given the small size of this assignment, we will not consider bids from a consortium or joint ventures.

6. Is designing of the case studies/narrative reports a part of the scope of work?

Yes, the bidder is expected to develop an approach, methodology, and template for researching, documenting, and presenting the case studies/narrative reports.

7. Request the authorities to kindly provide few details about the twenty (20) adaptations and innovations currently in progress in stage 1. This will help us identify the relevant project experience/credentials to showcase organizational capacity & capability.

See answer to number 3 above

8. Request the authorities to kindly provide clarity regarding the following:
 - a. The geographical coverage of 10 identified cases. Will it be equal across the states?

Geographical coverage of the cases depends on the cases that are selected. Bidders should demonstrate their ability to conduct data collection in any state.

- b. Will these be multiple facilities within a district or one facility per district?

The bidder will choose the number of facilities based on the case selections. Organizations should be able to comprehensively document the case at different levels of care.

9. While the RFP mentions that the various components of the technical proposal. Request you to kindly confirm whether all the components including cover letter, organization credentials, proposed team, workplan and approach & methodology should be covered in a maximum of 20 pages

Please see section H of the RFP. The cover letter and CVs of personnel will not be counted towards the page limit.

10. Request the authorities to kindly quantify the number of projects under each of the categories of Poor, good, very good etc.

The bidder should select and present projects that are relevant.

11. Are the indicators for shortlisting the 10 case studies developed or is the consultant expected to propose a rationale and working for developing the indicators for reviewing and shortlisting the case studies from the exhausted list of 20?

Please see number 3 above.

12. Are the assessment questions (page 3 of 55) for detailing the case studies fixed or is the consultant expected to modify and/or develop the list of assessment questions? Accordingly, time and resources will be planned.

These questions are fixed as they were established by USAID.

13. Has the stage 1 completed? If yes, can the list of locations (where the 20 are dispersed) be shared for developing a realistic idea on logistics and cost

Stage I is in progress. Offerors should plan logistics accordingly.

14. Is the consultant responsible for organizing the technical meeting (for shortlisting the case study with Panagora and USAID)? If yes, is this proposed to be a virtual meet?

There will be a virtual meeting to discuss the selection of case studies.

15. We understand that the out of pocket expense (OPE) is included in the ceiling cost of INR 7500000 and not on actuals. Please validate.

All costs are included in the fixed price agreed with the organization.

16. Is the consultant expected to submit the case studies in a print-ready/designed format?

Yes.

17. Please validate: contractor's branding will not be used for the case studies or the compiled qualitative report (deliverables that are proposed to be circulated among larger beneficiaries).

The case studies and final report will be branded, per USAID policies and the prime contract's approved branding and marking. The report will mention the organization name in the credits and description of the report on the inside cover. Only the USAID logo will appear.

18. Would the consultant be expected to submit transcripts/recordings of the field work?

Yes, the firm should have the capacity to submit transcripts/recordings of field work.

19. Is the financial quote proposed to be submitted pre/inclusive of GST?

The cost ceiling is exclusive of GST.

20. Is the financial proposal proposed to be submitted in a password protected format?

Financial proposals should not be password protected.

21. Please share the required qualifications of the Team Leader and the proposed team that would be considered in scoring them

Please see Section I. Evaluation Criteria.

22. Is there a limit to the number of team members that can be proposed? How would it impact the scoring?

There is no limit to the number of team members that can be proposed, but all team members should be reflected in the budget. The relevant experience of all team members will be evaluated.

23. Can the proposal be submitted in consortium/ partnerships?

See number 5 above.

24. We request an extension of 10 working days for identifying and onboarding experienced staff for the extensive field work in this period who can deliver with quality. This would support us in submitting a realistic and competitive bid.

Panagora has extended the deadline to 17:00 IST Friday, June 25, 2021.

25. Applicant: Can the applicants be a consortium of partners and individuals? Please let us know if you may require any additional documentation for this

See number 5 above.

26. States: Could you share any insights on the states from the case studies collated in stage-1. This will also help us in planning project staffing.

See number 13 above.

27. Project staff: Is it mandatory to have local teams for the states of interest. With the current COVID-19 pandemic and the ongoing travel restrictions, do you have any contingency plan for the primary research to be conducted? Would virtual interaction suffice to gather the insights to achieve the objectives of the project?

Data collection should comply with COVID regulations. It is up to the organization to determine the most appropriate way to collect data within the stipulated time, whether a mix of virtual and in person.

28. Health facilities: Please share some insights if the health facilities in stage 1 included public and private facilities. There has been an increasing number of private organizations catering to services in the health segments indicated through empanelment and PPP - Can the 30 facilities from which the data has to be collected can include private organizations also?

The health facilities may include both public and private providers.

29. The other services will include what all? Kindly provide brief.

See number 3 above

30. Kindly confirm this 20 adaptation are including all the services or for 20 for each of the service

There will be 20 adaptations total.

31. These adaptations are at rural level or urban level

The adaptations may be at the rural and/or urban level.

32. The findings will be required separately for each state and each adaptation separately?

Findings should be reported for each adaption/innovation separately.

33. We understand there will only facility survey across five states in urban as well as rural location. Who are the stakeholders involved as part of the adaptation in the health facility? We would need this information to plan the number of activities in each facility.

The stakeholders involved will depend on the different adaptations/innovations selected. As an illustrative example, stakeholders may include providers, patients, beneficiaries, and facility managers.

34. Are we looking at mix – method data collection approach

Yes, the data can be collected using a mixed methods approach. The most appropriate data collection approach should be determined by the firm.

35. The following section should be within 20 pages. Kindly confirm.

See number 9 above.

36. Would request Panagora to quantify the minimum number of studies required to get full marks.

Please refer to evaluation criteria on pages 7-10 of the RFP.

37. Would request Panagora to mention the minimum educational qualification and stream to score full marks for both the Team leader and data collection team members.

Please refer to evaluation criteria on pages 7-10 of the RFP.

38. Would also request to mention the minimum number of data collection team members required for this project.

This is up to the offeror to determine the required/optimal team structure.

39. Is there any extension on the last date of submission

See number 24 above.