

Request for Proposals

RFP- Environmental Services Support Contract – 2021 - 04

Activity Title: Amazon Regional Environment Program Video Production

Issuance Date: October 25, 2021

Deadline for Receipt of Questions: November 5, 2021, at 5:00pm EST

Closing Date and Time: November 19, 2021, at 5:00pm EST

Issuance of this RFP does not constitute an award commitment on the Environmental Incentives, LLC., nor does it commit EI to pay for any costs incurred in preparation or submission of comments/suggestions of a proposal. Proposals are submitted at the risk of the offerors. All preparation and submission costs are at the offeror's expense.

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1. INTRODUCTION

The purpose of this RFP is to provide the Amazon Regional Environment Program (AREP) Video Production within the Scope of Work (SOW) specified in the Attachment A – Technical Specification for the Amazon Regional Environment Program Video Production funded by USAID and implemented by Environmental Incentives, LLC. EI anticipates a Time and Materials (T&M) type IQS for this scope of work.

2. BIDDER'S QUALIFICATIONS

Bidder must provide the following information and references to be qualified for the procurement process:

1. Company's information, including official registered title, type of business, address, and contact person information.
2. A short description of the company and of past similar experience in providing the services described in the Attached A – Technical Specification.
3. Overall technical approach to fulfill the specifications defined in Attachment A – Technical Specifications.
4. Certification that company (nor any subcontractor engaged by the company for this project) is not owned or controlled in total or in part by any entity of any government.
5. The Offeror shall complete and sign the Representation and Certifications found in Attachments C to this document and include them with the Offeror's proposal. Proposals that do not include these certifications will not be considered.

3. RESERVED

4. SUBMISSION OF PROPOSALS

All proposals are due by November 19, 2021, no later than 5:00pm EST local time in the United States. Proposals must be submitted to Nav Bhattarai, LAC Portfolio Operations Associate, via e-mail at the address nbhattarai@enviroincentives.com in the following formats: Adobe Acrobat and Microsoft Word and/or Excel.

All proposals must fully respond to the Technical Specifications enclosed as **Attachment A**, and must include quotes in the format provided in the **Attachment B – Budget**. Proposals received after the above-stated due date and time will not be considered for this procurement.

5. QUESTIONS AND CLARIFICATIONS

All questions or clarifications regarding this RFP must be in writing and submitted, in English, to Nav Bhattarai at nbhattarai@enviroincentives.com by November 5, 2021, no later than 5:00pm EST in the United States. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients.

Only written answers from Environmental Incentives, LLC will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Environmental Incentives, LLC, or any other party, will not be considered official responses regarding this RFP.

6. PROPOSALS PREPARATION INSTRUCTIONS

All Offerors must follow the instructions set forth herein to be qualified for the procurement process. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full credit under the applicable evaluation criteria.

Separate Technical and Cost Proposals must be submitted. All proposals should be submitted in English.

Technical Proposal

The technical proposal (excluding CVs) shall not exceed four (4) pages. Available points for each evaluation factor are given below. Offerors must address each evaluation factor.

The suggested outline for the technical proposal is stated below:

A. Organization's Information

1. Organization's information, including official registered title, type of business, list of offices if applicable, address, telephone, fax and website.
2. Organization's DUNS number
3. Authorized point of Contact with phone number(s) and email address
4. Experience of the firm of at least 5 years in the public and private sector

B. Technical Capability

Description of organization, including of activities/qualifications carried out similar to the scope of work requested including a portfolio of video work and/or audio assets presented in multi-languages (English, South American Spanish, Brazilian Portuguese). Offerors are encouraged to provide work samples from the South American region.

C. Technical Approach

Present a narrative that describes how the Offeror would implement the tasks identified in the scope of work. This narrative must also include a management approach which describes how the Offeror will manage the pre-production, production, post-production and 508 compliance¹ aspects of video production for delivery of the services. The narrative should also present how the Offeror will interact with Environmental Services Support Contract, noting that the service provider will work under the management of the Contract and a USAID/AREP Lead will provide overall direction to ensure a successful process.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such.

D. Proposed Staff

Present a narrative that includes the following:

1. Team composition (names, specialties/area of expertise, position/role, etc.), with detailed bios, and task assignments to perform the activities described in the SOW.

¹ Section 508 requires that the federal government procure, create, use and maintain Information and Communications Technology that is accessible to people with disabilities, regardless of whether or not they work for the federal government

2. Curriculum Vitae (CV) for all labor categories named in the Attachment A. (CVs shall be limited to 3 pages each) that describes their experience and lists the following:
 - a. Affiliation/Organization
 - b. Education (please note a minimum of an associate’s degree is required for all proposed personnel)
 - c. Years of Professional Experience
 - d. Relevant Experience to the SOW in this RFP
 - e. Fluency in English, Spanish, Portuguese

E. Company Past Performance

Bidders should provide a summary of relevant studies or other assignments including the Title, Client, Date and a brief description. The qualifications section is limited to 5 of the most relevant studies or other assignments performed in the last 5 years, presented in the following table format. Please note that EI will be reaching out to the organizations listed for references.

Title of Assignment	Description of the assignment and services provided	Client Name	Client Contact Information (phone no./address)	Dates of Execution

Financial Proposal

A. Detailed Budget

Bidder shall complete the **Attachment B - Budget** to allow Environmental Incentives, LLC to compare all quotes and make a competitive selection. The budget should be provided in Excel format with unlocked cells.

A price must be provided for each project task to be considered compliant with this request. The price proposal should include the individual line items shown in the template, e.g., fully-burdened daily rates, travel costs, and other direct costs. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price.

The price proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item and present estimated LOE for each of the four identified tasks (1. Pre-production; 2. Production; 3. Post-Production; 4. 508 Compliance) for video production including audio assets. Note that providers are encouraged to gather multiple angles of video footage within a single international travel trip.

Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Environmental Incentives, LLC reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror’s proposed price.

The total estimated cost for this activity is between \$450,000 - \$500,000.

Bidder shall provide unit pricing in *local USD*. Prices quoted in this document shall be valid for a 60-day time period, include all taxes and other costs and the VAT tax originated in the United States.

B. 1420 Forms for the proposed personnel

For each staff member proposed, the Offeror shall submit a completed and signed USAID 1420 forms. USAID form 1420 can be downloaded here: <https://www.usaid.gov/forms/aid-1420-17>

C. Proposed Billing Rates Certification

Document on company letterhead certifying the labor rates being proposed are standard rates and have been previously billed to clients for similar work.

D. Representations and Certifications

These documents can be found in Attachments C of this RFP and must be submitted as part of the Cost Proposal.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

7. EVALUATION CRITERIA

Award will be made to the bidder representing the best value in consideration of past performance, qualifications, and price factors. Technical criteria are more important than cost, although prices must be reasonable and will be considered in the evaluation. Bidders are encouraged to provide a discount to their standard commercial rates.

Environmental Incentives, LLC reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Environmental Incentives, LLC on a best value basis. Environmental Incentives, LLC reserves the right to request a test assessment from bidders to assess their qualifications.

The submitted technical information will be scored by an evaluation committee using the following technical evaluation criteria 1) Technical Capability; 2) Technical Approach; 3) Proposed Staff and 4) Company Past Performance. Given the specific expertise required to perform the services in question only bids with a technical score of 50 points or more will be considered for evaluation of their cost proposals. Proposals will be scored on a 100-point scale. Available points for each evaluation factor are given below.

Technical Proposal (100 points)

Evaluation Criteria for Technical Proposal	Points
I. Technical Capability	40
II. Technical Approach	30
III. Proposed Staff	20
IV. Company Past Performance	10
TOTAL	100

Cost Proposal

The cost proposal will not be given a numerical score but will be evaluated for realism and reasonableness of prices as part of the best value determination. A “best value” offer is one that provides the most advantageous solution considering both technical and cost factors. If EI determines that technical proposals are essentially equal, cost factors may become the deciding factor in the selection process. However, please note that the budget for the activity is limited, so the best value analysis will take into account budget limitations and reasonability of budgets proposed.

Bidder should submit a **detailed budget** reflecting the cost of completing the scope. Bidders shall complete the **Attachment B – Budget**. Labor rates quoted in this document shall be fully-burdened with all indirect costs, taxes and fee, if any. The period of performance is from December 1, 2021 (estimated start date) through August 14, 2021.

Environmental Incentives, LLC reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Environmental Incentives, LLC on a best value basis, with evaluation of proposed price as well as proposed services and implementation schedule.

8. TERMS OF PAYMENT

Payment terms for the awarded Subcontract Agreement shall be after satisfactory completion and acceptance and of services and deliverables. Payment shall be made when Environmental Incentives is paid by the client, as per the EI Pay When Paid Policy. Payment shall be made by Environmental Incentives, LLC via bank wire transfer. No advance payments will be provided.

9. DUNS NUMBER AND SAM.GOV REGISTRATION

If the proposed subcontract is above \$30,000, the successful bidder will be required to furnish a DUNS number and proof of SAM.gov registration within 24-48 hours of notice of award. Information regarding obtaining a DUNS number may be found here: <https://fedgov.dnb.com/webform>

10. NEGOTIATIONS

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Environmental Incentives, LLC reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, Environmental Incentives, LLC reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range.

11. MULTIPLE AWARD/NO AWARD

Environmental Incentives, LLC reserves the right to issue multiple awards. Environmental Incentives, LLC also reserves the right to issue no awards.

ATTACHMENT A – TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

SCOPE OF WORK: Amazon Regional Environment Program Video Production (AREP)

PERIOD OF PERFORMANCE: December 1, 2021 (estimated start date) through August 14, 2024

PLACE OF PERFORMANCE: Video pre-production and production will be conducted throughout South America and video post-production will be undertaken remotely

AREP Video Production

DESCRIPTION

Environmental Incentives' mission is to enhance the natural systems that sustain resilient and healthy communities. We design performance-driven approaches to conservation that empower public and private sector leaders to multiply their impact. We are environmental thought leaders pioneering a new wave of conservation, helping people get the most from their investments in the environment. Since our establishment in 2004, we have become a leading advisor on natural resource programs and policies across the country and internationally. Environmental Incentives is a certified B Corporation with three offices across the United States (South Lake Tahoe, CA, Washington, DC, and Denver, CO).

Latin America and the Caribbean Environment Services Support Contract (ESSC) provides demand-driven technical and logistical support services in program and activity design, implementation, management, evaluation, communications, and environmental compliance for LAC regional and bilateral environment, natural resource management, resilience, and energy programs. Under this contract, EI and its partners provide a suite of services to support local engagement and evidence-based solutions to regional challenges in the energy and environment sectors, including biodiversity conservation, water, combating conservation crime, compliance, natural resource management, and resilience (sustainable landscapes, climate risk management).

As part of these services, ESSC provides communications support to highlight USAID's activities and results under its Amazon Regional Environment Program (AREP), which centers on protecting the environment and biodiversity across the Amazon. ESSC works with AREP to support learning and collaboration on Amazon issues and interventions among USAID missions in the Amazon and other internal and external key stakeholders, and to disseminate information around environment-related trends, challenges and innovations in the Amazon.

USAID/AREP has requested ESSC produce short videos of between 2-4 minutes in length that discuss regional environmental challenges, USAID interventions in the region, and actionable steps for the viewers to become involved in supporting the environment. Video messaging will be geared towards building awareness on protecting key landscapes and species; decreasing deforestation, forest degradation and greenhouse gas emissions; fostering an environmentally friendly economy; and securing the rights, resources and health of forest-dependent communities. Intended audiences may vary between the general public and internal USAID, USG, and Agency partners.

STATEMENT OF WORK

The service provider will produce a series of videos in addition to audio assets (ie. podcast, radio spots, etc.) that will involve leading video pre-production, production and post-production activities. This process will include scoping the product details, creating the storyboard and review, video production and review, and post-production and review. The service provider will also provide a distribution plan to support the dissemination of the video/audio products, identifying media outlets and online

platforms that can publish, broadcast or post the content. LAC ESSC will provide overall direction of the service provider to ensure a successful production process.

Activity 1 – Pre-production

In collaboration with ESSC, the service provider will develop a draft storyboard for each video. The provider will share the draft for input from the ESSC and USAID team. Upon approval, the provider will begin to use the storyboard in production of each video. Specific tasks include:

- Determining scope of product
- Scripting and storyboarding
- Book on-screen talent or narrators
- Choose any music needed
- Engaging animator, if needed
- Shot list (this may involve shooting new video or photos and/or gathering stock or existing photos and video resources)
- For live shoots create a production schedule:
 - Determine locations and timing
 - Travel arrangements
 - Hiring local crew

Activity 2 - Production

The service provider will start with the English language version first and use the English narration recording as the base. South American Spanish and Brazilian Portuguese narration tracks will be recorded. Voiceovers should be submitted with three options to choose from per language. The service provider should budget up to five two-week international trips for two individuals. Providers should demonstrate their ability to work in the South America region. Specific tasks include:

- Using existing visual resources:
 - Gather needed resources
 - Record narration
- Field production if gathering new video or photos:
 - Ensuring all the necessary production equipment is in place
 - Obtaining release forms from anyone who may appear in shots

Activity 3 – Post-production

With the b-roll selected, narration tracks recorded and music ready for editing, the service provider will produce an English language rough cut with simple animation for review. Upon receipt of feedback, the provider will produce a second draft (fine cut) that will incorporate more complex animations. The third, final cut will incorporate all feedback and we will use this approved version to produce the Spanish and Portuguese versions.

- Using gathered video resources create video for review
 - Adding in any narration, animation, or other additional assets
 - Balance audio
 - Balance lighting

Activity 4 – 508 Compliance

Videos may include captions in English, Spanish and Portuguese to ensure 508 compliance. ESSC will inform the service provider of which captions are to be applied.

- Create captioning file containing the video text and timecodes to ensure the video can be posted meeting 508 compliance, such as SubRip (.srt), WebVtt (.vtt), DFXP/TTML (.dxfp), Scenarist (.scc), or SAMI (.sami)

LANGUAGE REQUIREMENTS

Videos may be in English, South American Spanish and/or Brazilian Portuguese depending on the request and may include closed captioning depending on the client request.

ATTACHMENT B – DETAILED BUDGET**PROPOSED DETAILED BUDGET**

See Attachment B for the Time and Material budget template.

Table 1 – Rate Sheet

Proposed Personnel	Proposed Labor Category	Highest Educational Qualifications	Years of Professional Experience	Rate

Prices quoted must be valid for 60 days and account for ALL remuneration, per diem, travel, communications, video production and other out-of-pocket expenses, taxes and other costs, but including the VAT tax that may be originated in South America. On this basis Environmental Incentives, LLC will issue a **Time and Material Indefinite Quantity Subcontract**, and payment shall be based upon acceptance of services and deliverables described in the Attachment A.

ATTACHMENT C – REPRESENTATIONS AND CERTIFICATIONS

Bidder Representations and Certifications

1. Organizational Conflict of Interest Representation

The offeror represents, to the best of its knowledge and belief, that this award:
 does [] or does not [] involve an organizational conflict of interest.

Please see FAR 52.209-8 for further explanation.

2. Data Universal Numbering System (DUNS) Number *(required if cost proposal is more than USD \$30,000)*

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(Please use one box per number or dash)

3. Source and Nationality of Goods and Commodities

(i) This is to certify that the Bidder is:

- a. an individual who is a citizen or legal resident of _____.
- b. a corporation of partnership organized under the laws of _____.
- c. a controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- d. a joint venture or incorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe separately the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the percentage (%) of voting power of the corporations.

(ii) This is to certify that the **Source** (the country from which a commodity is to be shipped from) of the Equipment to be supplied under this Order is:

name of country or countries

By signing below, the Bidder certifies that the representations and certifications made, and information provided herein, are accurate, current, and complete.

Signature: _____ Date: _____

Name of and title of authorized signature: _____

ATTACHMENT D – CLAUSES INCORPORATED BY REFERENCE**D.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 the GSA contract.

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

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

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
AIDAR (48 CHAPTER 7)		
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.222-71	NONDISCRIMINATION	JUN 2012
752.227-14	RIGHTS IN DATA-GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	JUL 1997

752.228-9	CARGO INSURANCE	DEC 1998
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.242-70	PERIODIC PROGRESS REPORT	OCT 2007
752.252-2	AIDAR CLAUSES INCORPORATED BY REFERENCE	MAR 2015
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7009	MARKING	JAN 1993
752.7025	APPROVALS	APR 1984

752.7027	PERSONNEL	DEC 1990
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

D.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) (Deviation M-OAA-DEV-FAR-18-1c)

(a) * * * * *

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity. * * * * *

D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017) (DEVIATION M-OAA-DEV-FAR-18-1C)

(a) * * *

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

_____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. (April 2014 (DATE) (41 U.S.C. 4712) relating to Whistleblower Protections)].

The paragraphs below are renumbered

* * * * *

[END OF APPENDIX D]

ATTACHMENT E – SPECIAL CONTRACTING REQUIREMENTS

To the extent any of the terms and conditions set forth in this Appendix E are inconsistent with those found in the body of the Agreement, the terms and conditions of this Appendix E shall control.

E.1 AUTHORIZED GEOGRAPHIC CODE

[Reserved]

E.2 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (SEP 2018)

This contract requires the Contractor to furnish important services in support of the design of various LAC region programs and activities (the "Activity"). In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

E.3 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (SEP 2018)

(a) This contract requires the Contractor to furnish services in support of the evaluation of various LAC region acquisition and assistance awards. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services under any contract or task order that results in response to findings, proposals, or recommendations in the evaluation report within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest. (b) In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order. (c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor 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 Contractor must provide a properly executed copy of all such agreements to the CO.

E.4 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (SEP 2018)

This contract requires the Contractor to provide certain audit services for USAID. To guard against the possibility that the Contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contracts which it will audit under this contract, by accepting this contract, the Contractor agrees that it will not use, or make available to anyone, for the purpose of preparing proposals or any other documents in response to a solicitation for a contract or task order, any proprietary, cost, or otherwise sensitive business information obtained as a result of an audit. The Contractor must agree with the companies that it audits to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the CO.

E.5 REPORTING ON TAXATION OF US FOREIGN ASSISTANCE

- (a) Reports. Subcontractor must annually submit an annual report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
- (1) Subcontractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Agreement number(s).
 - (4) Amount of foreign taxes assessed by a foreign Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by Subcontractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by Subcontractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
 - (7) The final report is an updated cumulative report of the interim report.
 - (8) Reports are required even if Subcontractor/recipient did not pay any taxes during the report period.
 - (9) Cumulative reports may be provided if Subcontractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) "Agreement" includes a subcontract issued under a USAID direct and country Contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: M/FM/CMP ei@usaid.gov
- (e) Sub-agreements. Subcontractor must include this reporting requirement in all applicable lower tier subcontracts, subgrants and other sub-agreements.

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

E.6 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project must be considered the property of USAID and must 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 must be considered confidential and proprietary.

E.7 PRIVACY ACT

Data handled under this subcontract contain Privacy Act data and must be handled in accordance with the Privacy Act of 1974, as amended.

E.8 EXECUTIVE ORDER ON TERRORISM FINANCING

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

E.9 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

- (a) Subcontractor agrees, in the performance of this subcontract, to keep the information furnished by the Government or acquired/developed by Subcontractor in performance of the subcontract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. Subcontractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in Subcontractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. Subcontractor agrees to immediately notify Contractor in writing in the event that Subcontractor determines or has reason to suspect a breach of this requirement has occurred.
- (b) All Subcontractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.
- (c) Subcontractor shall insert the substance of this special contract requirement, including this paragraph (c), in all lower tier subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the subcontract.

E.9 ETHICS

Subcontractor must ensure that project personnel, to include Subcontractor employees, consultants, and any lower-tier subcontractors, provided to USAID must be legally bound and must be made aware that USAID rules regarding ethical conduct will apply. Project personnel provided to USAID are not employees of the U.S. Government. However, in order to avoid both an actual conflict and/or the appearance of a conflict of interest between Subcontractor and Subcontractor project personnel duties on behalf of the U.S. Government and any outside activity pursued by Subcontractor or Subcontractor project personnel or any activity of the organizations employing said personnel, Subcontractor and all Subcontractor project personnel will be subject to the standards of ethical conduct for Government employees, except that Subcontractor and Subcontractor project personnel will not be required to file a financial disclosure statement.

E.11 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

- (a) Subcontractor and any employee or consultant of 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 this subcontract unless the use of Government facilities or personnel is specifically authorized in the subcontract or is authorized in advance, in writing, to Contractor under its Prime Contract.

- (b) If at any time it is determined that Subcontractor, or any of its employees or consultants, have violated paragraph (a) above, then the amount payable under the subcontract must be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by Subcontractor, as determined by the Contractor's contracting officer under the prime contract.
- (c) If the parties fail to agree on an adjustment made pursuant to this clause it must be considered a "dispute" and must be dealt with under the terms of the "Disputes" clauses of the subcontract.

E.12 MEDICAL EVACUATION (MEDEVAC) SERVICES (July 2007)

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

- (a) Subcontractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract for which this subcontract qualifies. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the subcontract which shall be included within Subcontractor's invoice(s) submitted to Contractor for reimbursement. The Contractor's Prime Contract Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) Subcontractor must insert a clause similar to this clause in all lower-tier subcontracts that require performance by employees overseas.

E.13 NONDISCRIMINATION

Most federal Contractors are prohibited by law and regulation from discrimination with regard to race, color, religion, sex, national origin, disability, age, genetic information, or veteran status when work under their contract is performed in the U.S. or employees are recruited from the U.S. The requirements applicable to federal contracts are found in FAR Part 22, "Application of Labor Laws to Government Acquisitions" and the clauses in FAR Part 52.227.

Additionally, while not a mandatory requirement, the Agency encourages all organizations performing under USAID contracts, including those performed solely overseas, to apply these same standards of

nondiscrimination to other bases, including sexual orientation, gender identity, pregnancy, and any other conduct that does not adversely affect performance, subject to applicable law.

E.14 NON-PERSONAL SERVICES

- (a) Subcontractor understands and agrees that the services delivered by Subcontractor to the Government are non-personal services. Subcontractor also recognizes and agrees that no employer-employee or master-servant relationship exists or will exist between Contractor and Subcontractor. Subcontractor personnel are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- (b) Subcontractor personnel under this award must not (i) be placed in a position where there is an appearance that they are employed by the Federal government, or are under the supervision, direction, or evaluation of a Federal employee, or (ii) be placed in a position of command, supervision, administration, or control over Government personnel.
- (c) All requests for leave, annual, sick, or other will be approved or denied by the Subcontractor, not USAID.

E.15 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays. These holiday days apply only to services performed within the United States, and the list is provided for informational purposes only.

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

- (b) In addition to the days designated as holidays, the Government observes the following days:
 - i. Any other day designated by Federal Statute
 - ii. Any other day designated by Executive Order
 - iii. Any other day designated by the President's Proclamation
- (c) It is understood and agreed between Contractor and Subcontractor that observance of such calendar days by Government personnel must not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the subcontract. This provision does not preclude reimbursement for authorized overtime work if applicable to this subcontract.
- (d) When the Federal and governmental entities grant excused absence to its employees, assigned Subcontractor personnel may also be dismissed. Subcontractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and must be guided by the instructions as issued to Contractor by the CO or the COR.
- (e) If Government personnel are furloughed, Subcontractor must contact Contractor to receive direction.

E.16 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest **MUST** be brought to the attention of Contractor, who will pass it along to the prime contract Cognizant Contracting Officer as soon as it appears.

E.17 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

EI reserves the right to terminate this subcontract, to demand a refund or take other appropriate measures if Subcontractor 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.

E.18 REPORTING WASTE, FRAUD, ABUSE AND THEFT

Subcontractor shall notify Contractor of any instances of suspected waste, fraud, abuse, loss, or theft of Subcontractor or Government-furnished property by employees or Subcontractors.

E.19 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004) (AAPD 04-17)

“USAID Disability Policy - Acquisition (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 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.dec.org/pdf_docs/PDABQ631.pdf.
- (b) USAID therefore requires that Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes every effort to comply with the objectives of the USAID Disability Policy in performing this subcontract. To that end and within the scope of this subcontract, Subcontractor’s actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

E.20 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)**AIDAR 752.7101**

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this subcontract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities.
 - (1) No funds made available under this subcontract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
 - (2) No funds made available under this subcontract will be used to pay for any biomedical research

which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

- (c) Subcontractor shall insert this provision in all lower tier subcontracts.

E.21 CLOSE-OUT PROCEDURES

- (a) “Quick Close Out”, as defined by FAR 42.708 is the settlement of indirect costs for a specific contract in advance of the determination of relevant final indirect cost rates. The use of quick close-out procedures generally is permitted when the potential for audit differences between final and proposed indirect rates is low and/or the amounts of unsettled indirect costs are insignificant. This Subcontract shall be closed out using the quick close out process unless mutually agreed upon between both parties that the Subcontract will not close until such time that Subcontractor’s indirect rates are finalized.
- (b) At the end of the Subcontract ordering period and termination of all awarded Task Orders to this subcontract or upon completion of any audit of Subcontractor’s final indirect rates, Subcontractor will submit a “Close-Out Package” within thirty (30) calendar days or any longer period as may be mutually agreed between the parties. The following forms shall be included in the Close-Out Package. Please note that all certifications shall be on company letterhead and signed by an authorized representative of Subcontractor.
- Certification signed by Subcontractor indicating that its suppliers and lower tier subcontractors, if any, have been paid and no final invoices are pending.
 - A release signed by Subcontractor discharging EI and its Client of and from any liabilities, obligations, further payments and claims arising out of or under the subcontract and confirming the final value of this subcontract.
 - A certification signed by Subcontractor assigning any refunds, rebates, credits owed, and other amounts to EI.
 - A certification signed by Subcontractor indicating the total level of effort expended under this subcontract.
 - A certification signed by Subcontractor indicating that all government property, if any, that was in Subcontractor’s possession throughout the performance of this subcontract has been returned to either EI or its Client, whichever is the appropriate party.
 - A certification signed by Subcontractor identifying any product developed under this subcontract that is patentable according to current US government law.
 - Final Invoice submitted, in accordance with invoice instructions contained herein. EI will process the Final Invoice in accordance with the Terms and Conditions identified in Article 10, Fees, Payment and Invoicing, herein.

E.22 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project

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

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

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

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

E.23 BRANDING STRATEGY AND MARKING PLAN

The Subcontractor must comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy. The Subcontractor must follow project specific branding strategy developed for this project that includes descriptions of communications, publicity, and acknowledgements, as well as a marking plan that will detail how expected public communications, projects, and other program outputs and materials will visibly bear the USAID identity.

E.24 AAPD 16-02-REVISED LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (Deviation Nos. M/OAA-DEV-FAR-18-2C and M/OAA-DEV- AIDAR-18-2C) (APR 2018)

(a) *Definitions.* As used in this contract –

“Information Technology” means

- (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
- (2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
- (3) The term " information technology" includes computers, ancillary equipment

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

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

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

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

(d) Request for Approval Requirements:

(1) If the Subcontractor determines that any information technology will be necessary to meet EI's requirements or to facilitate activities in the subcontract's statement of work, the Subcontractor must request prior written approval from ESSC.

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

(e) The Contracting Officer will provide written approval to EI, which will in turn provide that to the Subcontractor through modification to the Subcontract expressly specifying the information technology equipment, software, or services approved for purchase by the prime contract COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification. EI will, in turn, include the applicable clauses and special contract requirements in a modification to this Subcontract.

(f) Except as specified in EI's written approval, EI is not obligated to reimburse the Subcontractor for any costs incurred for information technology as defined in this clause.

(g) The Subcontractor must insert the substance of this clause, including this paragraph (g), in

all subcontracts.

E.25 AAPD 16-02-REVISED ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APR 2018)

(a) Definitions

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

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

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

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

1194.21 Software applications and operating systems

1194.22 Web-based intranet and Internet information and applications

1194.23 Telecommunications products

1194.24 Video and multimedia products

1194.25 Self-contained, closed products

1194.26 Desktop and portable

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with

the Section 508 Standards promulgated by the US Access Board.

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

[END OF APPENDIX E

