

Solicitation Cover Page

Request for Quotations (RFQ)

| | | |
|---|--|---|
| 1. RFQ NUMBER 611500.01.18.045 | 2. TITLE OF SOLICITATION Interpretation/Translation Services (oral, not written) | 3. DATE SOLICITATION ISSUED 22 May 2019 |
| 4A. QUOTATION SUBMISSION DATE/TIME 30 June 2019 4:00pm (Kabul time) | 4B. QUESTIONS/CLARIFICATIONS DUE BY 08 June 2019 | 5. DELIVERY/PERFORMANCE DATES 06 July 2019 – 05 July 2020 |
| 6A. ANTICIPATED TYPE OF AGREEMENT Basic Ordering Agreement (BOA) | 6B. PAYMENT TERMS FOR AGREEMENT Per issued Delivery Orders | 6C. GEOGRAPHIC CODE 935 |

7. OFFEROR CONTACT INFORMATION (TO BE COMPLETED BY THE OFFEROR)

| | |
|---|---|
| NAME | |
| ADDRESS | |
| POINT OF CONTACT | E-MAIL |
| TELEPHONE / FAX | WEBSITE |
| 8A. MSI ISSUING OFFICE Management Systems International, Inc. 200 12 th Street South, Arlington, VA 22202 POC: Jason Evjen Project Mgr. e-mail : jevjen@msi-inc.com ; nrasooly@msi-inc.com | 8B. ADDRESS FOR SUBMISSION OF PROPOSALS Management Systems International, Inc. 200 12 th Street South, Arlington, VA 22202 Contracts POC: Jim Freer e-mail : jfreer@msi-inc.com ; contracts@msi-inc.com |

9. MSI CLIENT

| | | |
|--|--|--|
| 9A. PRIME CONTRACT/TASK ORDER # AID-306-H-17-00003 | 9B. MSI PROJECT NAME AMANAT/ 611500.01 | 9C. PLACE OF PERFORMANCE / DELIVERY Kabul, Afghanistan |
|--|--|--|

10. QUOTATION SUBMISSION, ACCEPTANCE AND ELIGIBILITY

Electronic submissions must be received at the address specified before the Date/Time Due set forth above. Quotations received after that time or at a different address may not be accepted. Offerors must be technically qualified, financially responsible and otherwise eligible for receipt of an MSI Client-funded award. All quotations and delivery dates shall be valid for a period of ninety (90) days following the date in block 4a, unless otherwise specified by offeror. **If any person demands/requests consideration in exchange of this RFQ or promises successful selection in exchange for consideration, please inform Ethics@msi-inc.com.**

11. BUSINESS STATUS AND REGISTRATION (TO BE COMPLETED BY THE OFFEROR)

DUNS# _____ TAX ID _____ NATIONALITY OF OWNERSHIP _____

OFFEROR CERTIFIES THAT THEY ARE:

U.S. LARGE BUSINESS U.S. NON-PROFIT ORGANIZATION

GOVERNMENT OWNED OR AFFILIATED NON-U.S. BUSINESS REGISTERED IN THE SAM (WWW.SAM.GOV)

OTHER (SPECIFY) _____

IF U.S. SMALL BUSINESS, INDICATE TYPE (CHECK ALL THAT APPLY): APPLICABLE NAICS CODE(S) _____

SMALL WOSB SDB HUB ZONE VOSB SDVOSB HBCU ANC & INDIAN TRIBE

12. ACKNOWLEDGEMENT OF MODIFICATIONS

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING SOLICITATION MODIFICATIONS: _____

OFFERORS MUST PROVIDE WRITTEN ACKNOWLEDGEMENT OF THEIR RECEIPT OF ALL MODIFICATIONS.

13A. AGREEMENT

BY SIGNING THIS QUOTATION, OFFEROR HEREBY CERTIFIES TO THE CURRENCY, ACCURACY AND COMPLETENESS OF ALL PRICING INFORMATION, TECHNICAL DATA, DELIVERY DATES, REPRESENTATIONS AND CERTIFICATIONS INCLUDED IN THEIR OFFER AS WELL THE ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS RFQ/SOLICITATION. MSI RESERVES THE RIGHT TO MAKE AN AWARD ON THE BASIS OF THIS INFORMATION AND PROPOSAL WITHOUT FURTHER DISCUSSIONS.

| | |
|--|--------------------------------|
| 13B. SIGNATURE OF OFFEROR'S REPRESENTATIVE | NAME & TITLE OF REPRESENTATIVE |
| | DATE |

Instructions to Vendor/Suppliers Submitting Quotations

1. INTRODUCTION & GENERAL BACKGROUND

Management Systems International (MSI) is a Washington, D.C. metro-area based development firm founded in 1981 with a corporate commitment to improving public sector management in the US and abroad. MSI's technical expertise includes implementation of a range of analytical and field projects in governance; monitoring, evaluation and learning; anti-corruption; education; public sector management; and organizational development. MSI assures exceptional technical expertise and strong project management quality through its reliable cost control capacity and consistent project management monitoring. The firm is a subsidiary of Tetra Tech, a global multi-specialist consulting business, headquartered in the USA.

2. SPECIFIC REQUIREMENT & RFQ Annexes – The AMANAT project is seeking quotations from qualified and experienced service providers with experience in providing oral interpretation/translation services during meetings, trainings, presentations, etc.. Qualified interpreters/translators will provide the following services:

- Consecutive interpretation – English-Dari both directions and English-Pashto both directions, or all three English-Dari-Pashto (CV of proposed individual should indicate which they are qualified for);
- Simultaneous interpretation - English-Dari both directions and English-Pashto both directions, or all three (CV of proposed individual should indicate which they are qualified for);
- “Whispering interpretation” – Dari to English **and** Pashto to English (and in this case, the interpreter should speak all three languages fluently - sitting next to an English speaker and whispering to them.

This RFQ includes six Annexes:

Annex 1 – The Specifications and Statement of Work

Annex 2 – Schedule of Rates and Management Handling Fee **(TO BE COMPLETED BY YOU)**

Annex 3 – Representations and Certifications of the Vendor/Supplier **(TO BE COMPLETED BY YOU)**

Annex 4 - Sample MSI Terms and Conditions for a resulting Award (Basic Ordering Agreement)

Annex 5 - USAID “Flow-Down” Provisions

Annex 6 - Special Provisions

3. TYPE of AWARD and PERFORMANCE/DELIVERY

MSI intends to issue a Basic Ordering Agreement (BOA) to one or more Offerors under which firm, Fixed Price + Expenses Delivery Orders shall be issued under separate scopes of work for the general requirements detailed in **Annex 1**. Prices for the supplies and services are to follow the format as set forth in **Annex 2**.

4. SPECIFICATIONS AND SOURCE SELECTION

On behalf of USAID, MSI will conduct source selection for award of the required supplies and services. Award will be made on the basis of the evaluation criteria set forth in Paragraph 9 below. In order to be considered for an award, businesses must respond to all the requests and requirements of this Solicitation. They must be able to demonstrate financial and legal responsibility and the capability to provide the supplies and services specified in **Annex 1**.

5. CONTENT & FORMAT of Your QUOTATION (PROPOSAL)

In order for MSI to conduct the most efficient and thorough analysis of proposals received, Vendors/Suppliers are requested to format their proposals as follows:

- a) A **Letter of Transmittal & Commitment** (one page only) signed by a person authorized to bind your firm and act on behalf of the Vendor/Supplier;
- b) **General Description** of your firm/organization (maximum 2 pages) – demonstrating your firm’s overall products/services and capabilities to meet the terms of this Solicitation, your address and telephone numbers, your Bank and your payment address (if different than mailing address). Please complete the “*Responsibility Questionnaire and Source & Nationality Certification form as well as the “Sub-Awardee “Transparency Act” Reporting & Certification forms found in Annex 3, Subcontractor Representations and Certifications;*
- c) **Unique Capabilities** of your firm/organization (maximum 2 pages) – Please provide details if your firm has any particular methodologies/technical approach you typically employ for such services as described in **Annex 1 Specifications and Scope of Work;**
- d) **Past Performance** of your Firm (maximum 2 pages) – Please provide at least three examples of work your firm has performed which is similar to that detailed in **Annex 1 Specifications and Scope of Work.** Please provide the name of your client, approximate value of contract, period of performance, nature of the services provided, and a contact name (phone and email);
- e) **CVs of Proposed Interpreters/Translators – please provide a minimum of three CVs (not indicative CVs, but actual cvs of the interpreters/translators to provide service under the issued follow-on BOA award.)**
- f) **Schedule of Rates:** The Offeror must submit a schedule of fixed maximum rates for the various elements that will be required for each Delivery Order issued. (see Annex 2 below);
- g) **Management Fee:** Expenses incurred by the selected Subcontractor shall be reimbursed at the fixed rates offered per the Schedule of Rates. In addition to these reimbursable amounts, the Subcontractor shall be entitled to invoice MSI a modest Management Handling fee. (see Annex 2 below).

6. Multiple Awards

Quotations will be evaluated on the basis of advantages and disadvantages to MSI and USAID. MSI reserves the right to issue more than one award.

7. Terms of Payment

Payment terms for the resulting Basic Ordering Agreement award shall be detailed in each of the individually-issued Delivery Orders.

8. Delivery

The exact Period of Performance and description of any deliverables shall be detailed in each individually-issued Delivery Order.

9. EVALUATION CRITERIA FOR AWARD – (“Best Value” basis)

Proposals received in a timely fashion from responsible sources will be evaluated for award on the basis of their best overall value to MSI's Client, USAID, and the designated Host Country Counterpart Organization/Recipient. Best Overall Value will be determined by an MSI Selection Board on the basis of the criteria set forth below as demonstrated in the Offeror’s proposal. Only Proposals conforming to the Solicitation requirements will be considered. Scoring shall be determined by information obtained by reviewing the Offeror’s proposal documents, contacting references, and conducting vendor interviews and sample product reviews if applicable. Please note that the selected awardee under a “best-value” basis may not, in fact, be the lowest-price Offeror since “best value” is determined by balancing quality ranking (i.e. technical score) with price. The following Evaluation factors are listed in descending order of importance:

a. Relevant experience during the last five years in the area of oral interpretation/translation to/from English and Dari/Pashto. Please provide a minimum of three past performance references which include the Point of Contact we may speak with who would be familiar with the quality of your firm's work (name, email, phone) – 75 points;

b. Quality of the CVs of proposed interpreters/translators – 25 points;

Please provide at least three CVs of the interpreters/translators you propose:

- Please indicate if the proposed interpreters/translators are members of your firm or if they are outside “freelancer” consultants;
- Each CV provided must show the minimum language proficiency of the proposed interpreter/translator in English and the targeted language(s) (e.g. years of formal schooling or study of English/the target language);
- Experience living six months or more in an English-speaking country (an advantage -preferred, but not required);
- Experience in providing interpretation/translation services during meetings, trainings, etc.. Professional experience as an **interpreter** (not only as a translator) required;
- Ability to interpret/translate English-Dari (both directions) and English-Pashto (both directions), or all three English-Dari-Pashto (CV should indicate which they are qualified for);
- Certification, studies or courses in interpreting/translating (an advantage - preferred, but not required);
- Experience in fields related to governance, economics, finance, audit, anti-corruption or related topics – highly preferred.

10. SUBMISSION OF QUESTIONS / CLARIFICATIONS

Any questions/clarifications are to be submitted to: nrasooly@msi-inc.com (with cc to jfreer@msi-inc.com) via e-mail before 4:00pm Kabul time on Saturday, 08 June 2018. Questions received after this date/time may not be considered. Answers to any questions/clarifications will be disseminated to all Offerors.

11. SUBMISSION OF QUOTATIONS / PROPOSALS

All quotations submitted via e-mail must state in the subject line “**RFQ No. 611500.01.18.045, BID DOCUMENTS: Do not open before 30 June 2019**”. **Submissions should be sent to:** nrasooly@msi-inc.com (with cc to jfreer@msi-inc.com) via e-mail before 4:00pm Kabul time on Sunday, 30 June 2019.

Submissions received after 4:00pm Kabul time on the due date may not be considered.

Vendor should submit one complete copy of the offering. Vendor's proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred).

Vendor's standard technical specifications and product literature are preferred.

Recipients of this Solicitation that elect not to respond with a proposal should not return this Solicitation. Instead they should advise MSI by email whether they want to receive future solicitations for similar requirements. If a recipient does not submit a quotation and does not notify MSI that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

Annex 1

Specifications and Scope of Work

The selected Subcontractor(s) under this solicitation will be expected to provide fast turn-around interpretation/translation services to be conducted at meetings/trainings/presentations. The topics to be discussed will be primarily related to the effects, mitigation, and elimination of corruption as found in civil society and government entities.

Background

The overall purpose of the MSI-implemented and USAID-funded “Afghanistan’s Measure for Accountability and Transparency” (AMANAT) project is to support the Afghanistan Government’s efforts to reduce and prevent corruption in government public services. While implementing meetings, trainings and presentations, we need the services of highly qualified and experienced interpreters to/from English and Dari/Pashto.

Scope of Work:

From time to time, the MSI AMANAT project will require interpretation and/or translation services during meetings, trainings, presentations, etc.. The award to be issued from this solicitation will be a Basic Ordering Agreement (BOA) and will detail the general terms and conditions as agreed upon between MSI and the selected Subcontractor. As a specific need for interpretation/translation services arises, MSI AMANAT will issue an individual Fixed Price + Expenses Delivery Order. The issued DO will describe the requirements, the time period for performance, and a specific price based on the BOA’s Schedule of Rates. The BOA will identify an anticipated overall ceiling for all work to be performed over a 12-month period while the individually-issued Delivery Orders will each have its own budget, period of performance and any special added conditions.

Specifications:

- Each issued Delivery Order shall draw upon the quoted rates as shown in the BOA’s Schedule of Rates (see Annex 3 below) on a per word basis (based on the number of words in the language of the original document);
- Each issued Delivery Order will specify the “direction” of the interpretation/translation services to be provided (e.g. English to Dari, Pashto to English, Dari to Pashto, etc.);
- For each issued Delivery Order, the Subcontractor must identify any current commitments of the proposed interpreter/translator (e.g. the Offeror must indicate if they have another full-time job or are booked already for any months in the coming year, or have another major client who regularly uses them, etc.).

Annex 2

Schedule of Rates

Quoted rates below are to be used in issued Delivery Orders per each individual DO's budget.

| No | Description | Unit | All-inclusive per unit price (USD) | Unit | All-inclusive per unit price (USD) |
|------------|--|-------|------------------------------------|----------|------------------------------------|
| I. | Labor | | | | |
| a. | Interpretation/Translation Cost: English to Dari | ½ day | | full day | |
| b. | Interpretation/Translation Cost: Dari to English | ½ day | | full day | |
| c. | Interpretation/Translation Cost: English to Pashto | ½ day | | full day | |
| d. | Interpretation/Translation Cost: Pashto to English | ½ day | | full day | |
| e. | Interpretation/Translation Cost: Dari to Pashto | ½ day | | full day | |
| f. | Interpretation/Translation Cost: Pashto to Dari | ½ day | | full day | |
| II. | Other Direct Costs (ODCs) | | | | |
| a. | Simultaneous translating equipment (per day rental fee or, if owned by Offeror, rate to be charged on a per day basis) | ½ day | | full day | |
| b. | Other ODC – if any (please specify) | ½ day | | full day | |

Management Handling Fee (if any)

Please indicate your firm's Management Handling Fee (if any) to be applied to the value of each issued Delivery Order: _____%

Annex 3

Subcontractor Representations and Certifications

3.1 Responsibility Questionnaire and Source & Nationality Certification

RESPONSIBILITY QUESTIONNAIRE:

Offerors are required to demonstrate that they are responsible. Responsibility is determined in a number of ways. Please complete the following sections as they apply to your firm and the subject procurement.

- Providers of Commercial Off-The-Shelf commodities available for immediate purchase, with a value of not-to-exceed US\$ 25,000, please skip to **Source, Nationality, and Availability for Purchase** certification.

SECTION A: SAM REGISTERED OFFERORS

Is your company registered with the U.S. Government System for Award Management at www.sam.gov?

- YES NO

If YES, please complete number 1 and 2 below. **If NO**, please continue on to Section B.

1. DUNS #: _____
2. Please provide the following information regarding your SAM registration (if applicable):
 - a. Is the information listed for your firm on the SAM website including the Representations and Certifications **current, accurate, and complete**?
 YES NO

SECTION B: OFFERORS NOT REGISTERED IN SAM

1. Legal Name & Legal address of firm: _____
2. Tax ID: _____ (for applicable countries)
3. List the following for each owner of the firm:
 - a. Name of Owner(s): _____
 - b. Percentage of ownership: _____
 - c. Nationality of Owner(s): _____
4. List the firm's principal areas of business: _____
5. Indicate the percentage of Government Ownership (enter 0 if none): _____
6. Indicate the number of years the firm has been in business: _____
7. List principal clients in last 18 months: _____
8. Demonstration Of Financial Responsibility:
 - a. Demonstrate to the satisfaction of MSI that the firm has adequate financial resources for the activity.

OR

- b. Provide the following information:
 - i. Average quarterly revenue: _____
 - ii. List the firms bank name and the number of business account the firm holds: _____
 - iii. Indicate the firm's approximate cash assets: _____

SOURCE, NATIONALITY, AND AVAILABILITY FOR PURCHASE:

Offerors are required to submit information regarding the nationality of the firm for both commodities and services (Section A). In addition, for commodity solicitations, the Offeror is required to also provide Source information regarding the commodities required in the solicitation and confirm that they have the commodities available for sale at the time of purchase (Section B).

SECTION A: NATIONALITY OF OFFEROR

This is to certify that the Offeror of the services and/or commodities required in the solicitation is (check applicable box and enter name country which applies):

A corporation or partnership organized under the laws of the country of _____

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

A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

SECTION B:

1. SOURCE¹ (FOR COMMODITIES AND SHIPPING SERVICES ONLY)

By signing this form, the Offeror certifies that the SOURCE of the commodities or the shipping services to be provided under this solicitation is _____ (country name).

Note: If the commodities are available for immediate purchase, their source is the country in which the commodities are to be purchased. For example, if computers are available in a store in Indonesia for immediate purchase, the source of the commodities is Indonesian.

2. AVAILABILITY FOR PURCHASE OF COMMODITY

Are the commodities currently available in your store in the requested quantities for **immediate** purchase?

YES NO

AUTHORIZED COMPANY SIGNATORY:

| | | |
|-----------|------|-------|
| COMPANY | NAME | TITLE |
| SIGNATURE | | DATE |

¹ Source means the country from which a commodity is shipped to the Offeror or the cooperating country if the commodity is located in that country at the time of the purchase.

3.2 SUB-AWARDEE "TRANSPARENCY ACT" REPORTING & CERTIFICATION SUBCONTRACTORS (FAR 52.204-10)

Offerors/Sub-Awardees are advised that Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Public Law 110-252), requires that the following information about any award at or above \$25,000 shall be made public.

PLEASE COMPLETE & CERTIFY TO THE FOLLOWING:

1. General Information

- A. Offeror's/Sub-Awardee's Legal (Company or Organization) Name: _____
- B. Offeror's/Sub-Awardee's physical address including stress address, city, state, and country with nine-digit zip code and congressional district if a U.S Company: _____
- C. Offeror's/Sub-Awardee's contact person – Name, Title, Email and Telephone Number: _____
- D. Offeror's/Sub-Awardee's DUNS² Number(s) (you must apply to Dun & Bradstreet for a free DUNS number): _____
- E. Parent Company's DUNS Number (if applicable): _____
- F. Offeror/Sub-Awardee certifies that they are registered in the System for Award Management (SAM)³ at www.sam.gov and that their registration is currently active.
 Yes No (if "No", please provide explanation about why your organization is not registered in SAM)

Explanation (if applicable): _____

2. Financial Information

A. Answer the following questions (FAR 52.204-10(d)(3)):

| | | |
|---|------------------------------|-----------------------------|
| (1) In the previous tax year, did your company receive 80% of its gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (2) In the previous tax year, did your company receive US\$25,000,000 in gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (3) Does the public have access to information about compensation of executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/excomp.htm .) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

² The Data Universal Numbering System (DUNS) is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS Number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a DUNS number. To obtain a DUNS number, please visit www.dnb.com/get-a-duns-number.html.

³ The U.S. Government's System for Award Management (SAM) combines federal procurement systems and the Catalogue of Federal Domestic Assistance into one new system and offers streamlined and integrated processes and improved capability. The consolidation of the various systems is conducted in phases. Under the first phase SAM includes the functionality from the following systems:

- * Central Contractor Registry (CCR)
- * Federal Agency Registration (Fedreg)
- * Online Representations and Certifications Application
- * Excluded Parties List System (EPLS)

If items (1) and (2) above are answered “Yes”, and item (3) is answered “No”, then complete Sub-Section B below.

B. You are required to provide the names and total compensation of each of the five most highly compensated officers for the calendar year of this award

| Name | Position | Total Yearly Compensation |
|------|----------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Note: “Total yearly compensation” (as per FAR 52.204-10(a)) means the cash and non-cash value earned by the executive during the subcontractor’s past fiscal year. Total compensation includes the following: (1) Salary and bonus, (2) Awards of stock, stock options and stock appreciation rights. (3) Earnings for services under non-equity incentive plans, (4) Change in pension value, (5) Above-market earning on deferred compensation which is not tax-qualified, and (6) Other compensation (e.g., severance, termination payments, perquisites or property) if the aggregate exceeds \$10,000.

3. Authorized Company Signatory: Please Certify that the information above is complete and accurate

AUTHORIZED COMPANY SIGNATORY:

| | | |
|-----------|------|-------|
| COMPANY | NAME | TITLE |
| SIGNATURE | | DATE |

Annex 4

Sample Terms for Resultant Award(s)

In accepting/performing this Agreement, Subcontractor certifies they: (i) will pass on all commercial warranties included with this product/service to MSI, with right of reassignment; (ii) will comply with all applicable Client guidelines and exercising fiscal responsibility in the best interests of MSI and MSI's Client ("the Client"); (iii) will pass on any retail discounts to MSI obtained in the performance of this work; (iv) have provided only cost/pricing data incident to the determination of this price which is current, complete and accurate; (v) will comply with all applicable national, state regional and local laws and regulations; (vi) are not affiliated with any Government office or agency; and, (vii) have not offered, provided or promised any gift, payment or anything of value to any official, employee or representative of MSI or Government entity (U.S. or foreign).

1. PURPOSE, TYPE AND TERM

The payment type of this *Agreement*⁴ is designated as a Basic Ordering Agreement (BOA) utilizing firm Fixed Price Plus Expenses (FPPE) Delivery Orders.

The purpose of the required Supplies and Services provided to Management Systems International, Inc. (MSI) is to comply with a prime award from and for benefit of the Client. Delivery and Performance shall commence on or about the start date of the Term specified in Block 5 of the Award Cover Page and shall continue until satisfactorily completed, but not later than the date of Delivery or the end date of the Term specified. For purposes of this Agreement, the terms "Subcontractor", "Supplier", "Vendor", "Provider" and "Seller", as they may appear in reference to the signatory, shall be synonymous. The term "MSI Director of Contracts" includes authorized designees.

2. ACCEPTANCE, EFFECTIVE DATE AND CANCELLATION

- A.** Subcontractor acceptance is strictly limited to the terms and conditions stated herein. Any changes, additions, deletions or differences in the terms and conditions proposed by either Party must be agreed to in writing. Any of the following acts by Subcontractor shall constitute acceptance of a signed Agreement: signing and returning a copy of the Agreement, in hard copy or electronically; commencement of performance or notice thereof; or receipt of an advance or other payment.
- B.** Unless otherwise stated herein, the effective date of this Agreement is the date listed as such in Block 4 on the Award Cover Page or in its absence, the date of MSI signature. Completion shall be as specified unless otherwise extended or terminated in writing. Any revisions (including, changes, additions, deletions and other modifications) to this Agreement shall be by written modification only. Warranty and service provisions shall survive the completion date until warranty support expires.
- C.** Notwithstanding any other provision in this Agreement, MSI may, by provision of written notice to Subcontractor, cancel without charge either (a) the Agreement in its entirety or (b) an individual item or quantity of supplies or incidental services, prior to delivery.

3. THE SUPPLIES AND SERVICES

- A.** Subcontractor shall deliver the Supplies and Services described on Block 10 the Award Cover Page of the type and in the quantity (except as provided for under #4 below) indicated. The quality of all Supplies and Services shall conform to general standards of merchantability in the United States, shall conform to professional and industry standards, shall be compliant with all applicable law and regulation, and shall include all commercial warranties, without limitation.
- B.** All Service Providers, Suppliers and Subcontractors performing under this Agreement, as well as their owners and directors, shall be from the United States or countries in the Geographic Code set forth on the Award Cover Page. In no event will procurement from lower-tier Subcontractors involve a prohibited source country.

4. DELIVERY AND VARIATION IN QUANTITY

- A.** Subcontractor shall be responsible for performance of the services and delivery of the supplies at the place(s) specified in Block 10 of the Award Cover Page. All risk and cost incurred prior to delivery and MSI final acceptance

⁴ The terms *Subcontract*, *Purchase Order*, *Blanket Ordering Agreement*, and *Blanket Purchasing Agreement* are synonymous and refer to the Agreement governed by these General Provisions.

shall be for Subcontractor's sole account. If under this Agreement translation services, printing, or other high-volume quantity services or supplies, are required, a variation of +/- 10% of the cited quantities may be authorized by MSI at the same unit rate by written agreement.

- B. If the services are not performed and supplies are not delivered in a timely manner, and in all respects, in accordance with the Agreement, Subcontractor may be required to reimburse MSI for any loss or expense incurred by MSI that may result. Subcontractor shall be deemed conclusively to have authorized MSI to deduct any such amount(s) from payment(s) otherwise due.

5. BEST PRICE, NON-COLLUSION AND CERTIFICATION OF COST OR PRICING DATA

Subcontractor certifies they have provided their Best Price to MSI and that no other Contractor/Buyer has received a lower price for comparable services or volume of similar supplies. Subcontractor also certifies that the charging of any higher prices to MSI has not been discussed or agreed with any other party, and that all cost and pricing information provided for in this Agreement is current, accurate and complete.

6. PRICE AND COST

- A. Unit Prices and extended prices under fixed-price agreements are firm, fixed, all-inclusive total prices covering performance of all of Subcontractor's obligations pursuant to this Agreement.
- B. All costs shall be allocable, allowable, fair and reasonable, as defined when the U.S. Government is the client in Part 31 of the Federal Acquisition Regulation (FAR). Under FPPE type agreements, add-on expenses (if any) must be supported by receipts and vouchers.
- C. Notwithstanding any agreed upon increase in the estimated cost for work required hereunder, the management fee, if any, shall remain fixed.
- D. The Ceiling specified on the Award Cover Page is a fixed ceiling amount. The Not-To-Exceed Expenses Ceiling shall be reimbursable at cost plus the mutually agreed upon material handling charge, if any, set forth in an approved detailed budget.
- E. The Amount Funded specified on the Award Cover Page shall constitute the maximum ceiling for MSI's potential liability to Subcontractor for any and all reasons whatsoever, including consequential damages in connection with or resulting from this Agreement. For follow-on individual fixed-price delivery orders, the Total Fixed Price + Expenses specified on the DO Award Cover Page is a fixed ceiling for the Supplies and Services to be provided by the Subcontractor under that specific DO.

7. INVOICING & PAYMENT

- A. Invoices and payments shall be in the currency specified on the Award Cover Page in Block 3. Subcontractor shall submit proper invoices -- for services performed and/or supplies that have been successfully delivered and accepted in accordance with any directions stipulated in the Statement of Work, Payment Schedule, or Block 10 of the Award Cover Page, and, to the extent not specified therein, with the provisions of this Article -- to the address listed on the Award Cover Page in Block 8A.
- B. Invoice Requirements. Subcontractor shall submit an invoice in duplicate for the previous month's labor and other expenditures to the Person listed in Block 8A of the Award Cover Page. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:
 - (1) Subcontractor name, invoice date, and delivery date for services;
 - (2) Complete account and bank SWIFT number, if payment by means of electronic funds transfer is authorized.
 - (3) MSI's Agreement number listed in Box 1 of the Cover Page and Prime Contract/Task Order number, if applicable
 - (4) Description of each type of Delivered Supplies and Services included in the invoice, together with the applicable Unit Price and extended line item price;
 - (5) Itemization for payment of all cost elements listed on each DO's detailed budget
 - (6) Invoices and vouchers for all travel & per diem expenses (FPPE).
 - (7) The following certification, signed by an authorized official of Subcontractor:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Subcontractor's books and records and in accordance with the terms of the cited Agreement, is correct, the sum claimed is proper and due and has not been claimed or paid before, the services have been performed and supplies delivered, the quantities and prices specified are consistent with the Agreement, and all necessary MSI approvals have been obtained, and (ii) appropriate refund to MSI will be made promptly upon request in the event of disallowance of any portion of the invoice, pursuant to the terms of the Agreement.

By: _____ Title: _____ Date: _____

- C.** The certified invoice shall be accompanied by such other documentation as may be requested by MSI. Subcontractor shall identify each invoice by sequential numbers, and the final invoice shall be marked "Final Invoice". Advance payments are not authorized without the express written permission of the MSI Director of Contracts. Subcontractor shall keep records sufficient to substantiate all labor, payroll and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall be maintained by Subcontractor and subject to review by MSI and Client.
- D.** MSI will promptly review invoices submitted to determine whether they are properly formatted. Invoices determined to be proper will be paid by MSI upon final acceptance of the Supplies and Services supplied. Invoices determined not to be proper due to the existence of deficiencies will be returned to Subcontractor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, MSI may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.
- E.** In the event that the Client or any other cognizant agency (i) disallows any cost for which MSI has reimbursed Subcontractor hereunder or (ii) reduces the cost or fee payable to MSI under its Prime Contract as a result of (a) any defective cost or pricing data submitted by Subcontractor or (b) any adjustment disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay MSI the amount of such disallowances or reductions. MSI maintains the option to withhold such amounts from other sums due and payable to Subcontractor.
- F.** Invoices submitted by the 5th of the month that are properly supported and represent the satisfactory completion of the required Supplies and Services will be paid within 5 business days of MSI receipt of payment from its Client. All properly supported and satisfactory invoices submitted after the 5th of the month will be included in MSI's subsequent billing cycle and will be paid within 5 business days of receipt of payment from its Client in the following month.
- G.** Travel Expenses. Subcontractor shall provide copies of all travel related vouchers and receipts. MSI will reimburse Subcontractor in accordance with the General Services Administration's (GSA) "Federal Travel Regulation (FTR)" for domestic transportation on the basis of actual cost if by commercial carrier, and at the then current GSA rate per mile, plus road and bridge tolls, when travel is performed by private automobile. Auto rental will be reimbursed at actual cost allowable expenses. Travel costs will be reimbursed only when the travel is performed in accordance with the Statement of Work provided hereunder and when properly documented by original receipts. Travel performed for personal convenience, including daily travel to and from work, will not be reimbursed. Relocation costs and travel costs related to relocation will not be reimbursed under this Agreement.
- H.** Per Diem. Total Per Diem expenses shall not exceed applicable U.S. Government limitations as set forth in the FTR. Subcontractor must submit original receipts (showing payment of all outstanding balances) to be reimbursed for lodging expenses incurred in the performance of work under this Agreement. Receipts need not be submitted to claim M&IE expenses; however, a per diem calculation sheet must be filled out properly in order for MSI to calculate correct reimbursement for M&IE, travel and per diem.
- 8. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)**
- A.** Subcontractor shall only tender for acceptance those Supplies and Services that conform to the requirements of this Agreement. MSI reserves the right to test and/or inspect any Supplies and Services delivered or tendered for acceptance. Testing, and/or inspection will be performed within a reasonable time after delivery. MSI may require

repair or re-performance of nonconforming services and may require repair or replacement of nonconforming supplies at no increase in the Price. MSI will exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of supplies, unless the change is due to the defect in supplies.

- B.** MSI will exert good faith efforts to decide upon acceptance of Supplies and Services (and, as applicable, to complete inspection and testing) as promptly as possible upon delivery/performance. Notwithstanding the foregoing, payment will only be made for accepted Supplies and Services.
- C.** All equipment, materials, supplies, software, and services provided hereunder shall be subject to final acceptance by the MSI Project Manager/Representative. Equipment, materials, and supplies that are not found reasonably satisfactory to MSI or fail to meet normal professional standards will be terminated by MSI or promptly corrected by the Subcontractor (at the sole discretion of MSI) and an equitable adjustment made by the MSI Director of Contracts. All equipment under warranty and shipped items must be accompanied by documentation of ownership and, where necessary and applicable, registration and title.

9. SUBCONTRACTOR WARRANTIES

All services performed and supplies delivered hereunder shall be covered by the manufacturer's standard international warranty in favor of the Client or MSI, with right of assignment, in addition to the Subcontractor's warranties set forth in their proposal, or elsewhere in this Agreement. In addition, Subcontractor warrants that the services performed and supplies delivered hereunder are merchantable and fit for use for the particular purpose described in this Agreement (or, if no such purpose is specifically described, for the purposes for which the Supplies and Services are ordinarily used). Subcontractor hereby expressly warrants that all services performed and supplies delivered:

- (1) conform to the Agreement's requirements (including, without limitation, the description on the Award Cover Page and the Statement of Work, if any), as well as regulatory agencies' requirements, and are free of defects in design;
- (2) are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the services);
- (3) will, to the extent found to be in breach of any warranty specified in this Agreement, be re-performed or if supplies, removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Supplies and Services, extending for the longer of (a) the remainder of the original warranty period, or (b) a new warranty period;
- (4) ensure that all spares and replacement parts are the same as the original spares and parts, unless formally replaced by an improved and MSI-approved technical equivalent; and
- (5) are covered by intellectual property licenses, permissions, or rights which will not infringe upon the intellectual property rights of any third person, and which, being granted to MSI and the Client pursuant to this Agreement, will be adequate to ensure that both MSI and the Client may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

Each and every warranty in favor of MSI required by this Agreement shall be assignable, by written notice from MSI to Subcontractor, to the Client or to any other person/entity designated by MSI or the Client. Subcontractor shall accept such assignments, and the assignee(s) shall have the same rights originally held by MSI.

10. COMPLETION OF DELIVERY/PERFORMANCE

When a specific period of time is stated for performance on a issued Delivery Order), time is of the essence, and all services shall be performed and supplies delivered within the time specified. Unless expressly stated otherwise, Modification to the Agreement will not affect such time periods.

11. TERMINATION AND REMEDIES

MSI may terminate this Agreement immediately for default. When the U.S. Government is MSI's Client, subsequent claims shall be settled in accordance with the rules of the Federal Acquisition Regulation pertaining to default terminations, under the direction of the MSI Director of Contracts and Grants Management. MSI reserves the right to

terminate this Agreement in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its lower-tier subcontractors to cease work. Subject to the terms of this Agreement and to reimbursement of MSI by its Client, Subcontractor shall be paid a percentage of the price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Subcontractor can demonstrate to MSI's satisfaction, using its standard record keeping system, have resulted from the termination. Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Notwithstanding termination as above, Subcontractor shall, unless otherwise specifically instructed in writing by MSI, continue performance of any un-terminated portion of the Agreement remaining unperformed. In the event that the Subcontractor fails or refuses to pay or reimburse MSI for any expense, cost, claim, or damage which the Subcontractor is obligated to make payment for under this Agreement; MSI shall have the right to set-off such expense, cost, claim, or damage against any sums 8se payable to the Subcontractor under this Agreement or other agreements/orders.

12. NOTICES

- A.** Notices shall be in writing, signed by the MSI Director of Contracts and Grants Management, and sent by electronic mail with return receipt or by recognized, prepaid express courier (with confirmation receipt) In all cases Notices shall be addressed to the MSI individuals mentioned on the Award Cover Page in Block 8A, and must clearly list the Agreement Number and the MSI Project Number, as specified on the Award Cover Page in Block 6.
- B.** Notices transmitted orally may be provided in advance provided that a written notice is promptly transmitted in accordance with Paragraph A above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.
- C.** For the purposes of Article 13 below, Notices may also be sent to MSI at the following address:
Kenneth Kinzer, Director, Contracts and Grants Management
Management Systems International, Inc.
200 12th Street South, Suite 1200, Arlington, VA 22202 - USA
Tel: +1 703-979-7100 / Fax: +1 703-979-7101 e-mail: contracts@msi-inc.com

13. DISPUTES RESOLUTION

The parties shall use their best efforts to settle amicably all differences and disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event the parties are unable to settle their differences in a prompt and amicable manner, then the matter shall be referred to the MSI Director of Contracts for investigation and discussions between the parties to result in written findings and stipulations by the parties. Should both parties decide to enter into arbitration proceedings, then the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this contract shall apply.

14. CHANGES

The Subcontractor agrees to promptly comply with any changes to the Agreement Statement of Work and/or deliverables that may reasonably be directed, in writing, by the Director of Contracts. Any such changes must be within the general scope of the Agreement. Such changes may include:

1. Description of services to be performed
2. Time of performance
3. Place of performance or delivery
4. Specifications of supplies

Equitable adjustments to the Agreement price shall be mutually agreed upon by MSI and the Subcontractor within 30 days following Subcontractor receipt of the change notice. Both parties agree to enter into good faith negotiations for agreement on the cost/price of the direction during which time the Subcontractor shall perform as directed, subject to any existing funding & cost limitations.

15. COMMUNICATIONS WITH GOVERNMENT

All communications with the Client concerning this Agreement shall be made through MSI, unless otherwise expressly authorized by MSI. If Subcontractor is requested by the Client to communicate regarding the Agreement, Subcontractor shall notify and consult with MSI before responding.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge that the relationship between them pursuant to this Agreement is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for, or in the name of, the other Party.

17. PRIVACY

This Agreement is funded in whole or in part with funds from MSI's Client listed in Block 9 of the Award Cover Page. Neither MSI's Client nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontracts. No privity between MSI's Client and Subcontractor is established by this Agreement.

18. COOPERATION WITH MSI SUBCONTRACTORS

Subcontractor is expected to provide appropriate cooperation with other MSI subcontractors on this project in the spirit of collaboration to achieve programmatic goals.

19. ASSIGNMENT/NOVATION

Subcontractor will not transfer or assign this Agreement, its right to monies due or to become due, or any rights or obligations hereunder, to any entity without prior written consent of the MSI Contracts Director, which shall not be unreasonably withheld. No assignment, delegation or subcontracting by Subcontractor, with or without MSI's consent, shall relieve Subcontractor of any of its obligations under this Agreement or prejudice any of MSI's rights against Subcontractor whether arising before or after the date of any assignment.

20. SUBCONTRACTING/CONSULTANTS

- A.** Prior written consent of the MSI Director of Contracts is required to obtain the services of consultants and lower-tier subcontractors. All costs for consultants and lower-tier subcontracts who have not received prior written approval in accordance with this clause will not be allowable. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of lower-tier Subcontractors.
- B.** If the U.S. Government is MSI's client, when requesting the use of lower-tier subcontracts the Subcontractor shall follow the requirements set forth in FAR 52.244-2 (Subcontracts). Subcontracts or purchase orders structured as 'Cost-plus-a-percentage-of-cost' are prohibited.
- C.** Consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs. If requested by MSI, a copy of the proposed subcontract shall be provided to make a determination of acceptability.

21. INDEMNITIES

- A.** Subcontractor shall indemnify and hold harmless MSI and its officers, directors, employees and agents (as well as the Government) from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including, without limitation, any loss of use, and any product liability or similar claim, in or under the laws of the Cooperating Country or other applicable law {provided that any supplies are used and stored in a manner consistent with any manufacturer's recommendations specifically noted by Subcontractor in its offer and expressly incorporated by MSI into this Agreement}) arising out of, resulting from or connected in any way with the performance of this Agreement by Subcontractor or Subcontractor's employees, subcontractors, or their officers, directors, agents and employees.
- B.** Subcontractor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive after the expiration or termination of this Agreement.
- C.** Subcontractor shall indemnify MSI and its officers, employees agents, and Client(s) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided that Subcontractor is reasonably notified of such claims and proceedings.

22. GOVERNING LAW AND LANGUAGE

- A.** Subcontractor shall, in performing its obligations pursuant to this Agreement, comply with all applicable statutes,

rules, regulations, and executive orders, and all applicable laws and regulations.

- B.** This Agreement shall be interpreted in accordance with the laws in effect in the Commonwealth of Virginia in the United States without regard to its conflicts of law principles.
- C.** The language governing this Agreement, its interpretation, notices, disputes, and any other communications shall be English.

23. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Subcontractor shall ensure that its officers, directors, employees, agents, consultants, subcontractors and representatives avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of MSI or any of its subcontractors) or fraudulent practice (including, without limitation, misrepresentation of facts to influence a procurement action or Agreement execution or administration), to the actual or potential detriment of MSI, its Client, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Subcontractor shall immediately provide MSI with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Subcontractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by MSI as a material Contract breach. Subcontractor shall indemnify and hold MSI harmless for any costs, delays, losses, damages or other liabilities (including, without limitation, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Client investigations) incurred by MSI as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

24. EXCUSABLE DELAYS & NOTICE OF DELAY OR IMPEDIMENT

Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Subcontractor shall notify MSI in writing as soon as it is reasonably possible after the commencement of an excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to MSI. Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Subcontractor's timely and successful performance under this Agreement, Subcontractor shall promptly give notice thereof, including all relevant information thereto, to MSI.

25. PROHIBITION AGAINST TERRORIST FINANCING.

U.S. law and specifically Executive Order #13224 prohibits the Subcontractor from engaging in transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the Subcontractor's responsibility to ensure compliance with these Laws and Executive Orders and to report to MSI any suspected terrorist associations. This provision shall be required of all lower-tier suppliers. (E.O. 13224 text available at: <http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>.)

Note: you are required to obtain updated information at the time of procurement of goods or services. The updated information is available at: <https://www.sam.gov/portal/public/SAM/> and the UN's Security Council Committee Pursuant to Resolutions 1267 (1999) 1989 (2011) and 2253 (2015) Concerning Isil (Da'esh) Al-Qaida and Associated Individuals, Groups, Undertakings, and Entities located here: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list.

26. SEVERABILITY AND SURVIVAL OF PROVISIONS

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed with the affected provision eliminated. In addition to the rights and obligations which survive as expressly provided for elsewhere in this Agreement, the other provisions which, by their nature should survive, shall survive and continue after any termination or cancellation of this Agreement.

27. LIMITATION OF DAMAGES

If a claim for damages or a right to any other form of relief, based on mutual agreement, indemnity, negligence or otherwise should arise in connection with this Agreement, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

28. BRANDING AND MARKING

Subcontractor shall comply with the requirements of any Client-mandated Branding and Marking policy, such as the USAID “Graphic Standards Manual” (available at www.usaid.gov/branding) or any branding implementation plan or marking plan for USAID-funded Contracts or Assistance Awards. Subcontractor shall confirm any Branding and Marking requirements with MSI. The Subcontractor must include this requirement in all lower-tier subcontracts and sub-awards.

29. RIGHTS IN DATA – GENERAL

- A.** For all data first produced or specifically used by the Subcontractor in the performance of this Agreement, MSI shall have the irrevocable, fully paid-up right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this Agreement.
- B.** The Subcontractor agrees that to the extent it receives or is given access to data necessary for the performance of this Agreement which contain restrictive markings or can reasonably be construed as business sensitive, the Subcontractor shall treat the data in accordance with such markings and with the same care it treats its own confidential material.
- C.** For all data first produced or specifically used by the Subcontractor in the overseas performance of this Agreement, the Subcontractor shall not release, reproduce, distribute, or publish such data without the written permission of MSI. MSI may require the Subcontractor to assign a copyright to the United States or Host Country government or another party as circumstances warrant or as specifically stated elsewhere in the Agreement.

30. INTERNATIONAL TRAVEL (reserved)

31. SPECIAL CLAUSES

This Agreement may contain special provisions applicable to Subcontractor under this Agreement. Subcontractor expressly agrees to comply with the Special Provisions as set forth in Annex 8 (if any).

32. NONDISCRIMINATION

MSI is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. MSI policy 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, or any other conduct that does not adversely affect the performance of the employee. MSI encourages organizations performing under its contracts, including those performed solely outside the U.S., to apply these same standards of nondiscrimination.

33. VETERAN AFFIRMATIVE ACTION AND NONDISCRIMINATION

MSI is committed to engaging in affirmative action to increase employment opportunities for protected veterans. For additional information, please contact the MSI Office of Personnel Management at opm@msi-inc.com.

CLAUSES APPLICABLE WHEN THE U.S. GOVERNMENT IS MSI’S CLIENT

34. COMBATting TRAFFICKING IN PERSONS

Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled; “Combating Trafficking in Persons (March 2015)” which is incorporated herein by reference with full text available at:

https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

- (a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848)).

- (b) The apparent successful Offeror shall submit, prior to award *and annually for the life of the project thereafter*, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-
 - (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
 - (2) Has an estimated value that exceeds \$500,000.
- (c) The certification shall state that-
 - (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and
 - (2) After having conducted due diligence, either-
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in [52.222-50\(b\)](#) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

35. NONDISCRIMINATION (June 2012)

FAR part 22 and the clauses prescribed in that part prohibit subcontractors 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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases. Subcontractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its subcontractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

36. DISABILITY POLICY

In accordance with USAID's Disability Policy Paper (available in full text at http://pdf.usaid.gov/pdf_docs/PDABO631.pdf), MSI requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Initiative in performance of this contract.

37. CHILD SAFEGUARDING STANDARDS (AIDAR 752.7037, Aug. 2016)

- (a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

- (b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.

38. USAID VOLUNTARY POPULATION PLANNING ACTIVITIES

- A.** *Requirements for Voluntary Sterilization Program:* None of the funds made available under this Agreement 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 Agreement 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 Agreement 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.

39. USAID REPORTING OF FOREIGN TAXES (July 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
- (1) Contractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause—
- (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) “Commodity” means any material, article, supply, goods, or equipment.
 - (3) “Foreign government” includes any foreign governmental entity.
 - (4) “Foreign taxes” means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: estone@msi-inc.com
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information, see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

40. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

Under Executive Order #13513, the Subcontractor is encouraged to adopt and enforce policies that ban text messaging while driving. Further information can be found in Clause 52.223-18 of the Federal Acquisition Regulation, which is available online in full text at: www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188603

41. USAID MANDATORY GOVERNMENT CLAUSES

This Agreement was issued pursuant to a Client-issued Prime Contract. Accordingly, it is subject to certain U.S. Government requirements (when the Client is an U.S. Government Agency) set forth in the Federal Acquisitions Regulation (FAR) and (when the Client is USAID) the Agency for International Development Acquisition Regulation (AIDAR). The FAR and AIDAR clauses cited herein are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text. MSI will make the complete text of these clauses available to Subcontractor upon request. Except where a different meaning is obviously intended, all reference to the “Contractor” in such clauses shall be deemed to mean Subcontractor, while “USAID”, “the Government,” and “the Contracting Officer” shall be deemed to mean MSI. All documentation required from Subcontractor by these clauses shall be submitted to MSI, and all approvals shall be obtained from MSI.

FAR: The following mandatory clause is incorporated, to the extent applicable: 52.225-13 “Restrictions on Certain Foreign Purchases” (Jun 2008). In addition, Subcontractor is required to ensure that it, as well as its lower-tier subcontractors, are not included on the SAM Active Exclusions list and OFAC SDN list or any other list of suspended, debarred or ineligible bidders used by the Client. [Note: See FAR 12.504 for a list of laws that are expressly not applicable to subcontracts at any tier for commercial items.]

42. D&B UNIVERSAL NUMBERING SYSTEM REGISTRATION (Awards of +USD 25,000)

The Vendor is required to obtain a “Data Universal Numbering System” number (DUNS#) from Dun & Bradstreet (D&B) as soon as possible if they do not already have one. Payments will be withheld for goods delivered or services performed until the vendor can provide their assigned DUNS# to MSI.

43. “TRANSPARENCY ACT” REPORTING REQUIREMENTS

The following information will be made public through the U.S. Government if their revenue exceeded USD 300,000 in the previous fiscal year:

- a. Subcontractor’s name and address (including congressional district when applicable);
- b. Amount of award;
- c. Funding agency;
- d. NAICS product code of deliverable supply or service/CFDA program number for grants;
- e. Program source;
- f. Award title and purpose of the funding action;
- g. Place of performance (including congressional district if applicable);
- h. Vendor’s DUNS number and that of any parent company; and
- i. Total compensation and names of top five executives if annual U.S. Federal Government revenues exceed \$25M and represent 80% of total revenue.

44. INTERNATIONAL AIR TRAVEL REQUIREMENTS (reserved – not applicable this solicitation)

Annex 5

USAID “Flow-Down” Clauses

This Agreement incorporates the following Federal Acquisition Regulation (48CFR Chapter 1)(FAR) and the U.S. Agency for International Development Acquisition Regulations (AIDAR) (48CFR, Chapter 7) clauses, either given in full text or by reference. Those clauses incorporated by reference shall have the same force and effect as if they were given in full text. Upon request, Management Systems International will make their full text available. Whenever necessary to make the context of the FAR and ADS/AIDAR clauses applicable in this Agreement, the term “Contractor” shall mean “Vendor” and “Subcontractor”, the term “Contract” shall mean this Agreement, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean MSI except that the term “Government” and “Contracting Office” do not

change: (1) in the phrases “Government Property”, “Government Furnished Property”, and “Government-Owned Property”; (2) in any patent clauses incorporated herein: (3) when a right, act, authorization or obligation can be granted or performed only by the Government’s duly authorized representative: (4) when title to property is to be transferred directly to the Government: (5) when access to proprietary financial information or other data is required except for authorized audit firms; and (6) where specifically modified herein. In addition, such other inherent or statutory obligations of MSI in a contract with an agency of the United States Government shall apply to Vendor as obligations to MSI or the Government as applicable.

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

(FAR) <http://www.acquisition.gov/>

(AIDAR) https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

(ADS) <http://www.usaid.gov/pubs/ads/300>

7.1 CLAUSE INCORPORATED BY REFERENCE

The most recent version of these clauses can be found on Internet at <http://www.arnet.gov/far/>

| NUMBER | TITLE | DATE |
|--|---|-----------|
| FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | | |
| 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 GOV'T | SEPT 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY & REINVESTMENT ACT OF 2009 | JUN 2010 |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT 2016 |
| 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE | OCT 2016 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2016 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | OCT 2016 |
| 52.204-15 | SERVICE CONTRACT REPORT REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS | OCT 2016 |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS | JUN 2016 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT | OCT 2015 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL 2013 |

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| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 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 | 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 |
| 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT 2009 |
| 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I | OCT 2009 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | JUN 2013 |
| 52.216-26 | PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION | DEC 2002 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | OCT 2015 |
| 52.219-16 | LIQUIDATED DAMAGES SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
| 52.222-2 | PAYMENT FOR OVERTIE PREMIUMS | JUL 1990 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2015 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | APR 2015 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | MAY 2014 |
| 52.227-23 | RIGHTS TO PROPOSAL DATA (TECHNICAL) | JUN 1987 |
| 52.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.228-8 | LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES | MAR 1999 |
| 52.229-8 | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 |
| 52.230-2 | COST ACCOUNTING STANDARDS | OCT 2015 |
| 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | OCT 2015 |
| 52.230-4 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES - FOREIGN CONCERNS | OCT 2015 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN 2010 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-25 | PROMPT PAYMENT (JULY 2013) (ALTERNATE I) | FEB 2002 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) | DEC 2013 |
| 52.233-1 | DISPUTES | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD (AUGUST 1996) ALTERNATE I | JUN 1985 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-4 | PHYSICAL DATA | APR 1984 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2014 |

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|-----------|---|----------|
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES-COST REIMBURSEMENT (AUG 1987) (ALTERNATE I) | APR 1984 |
| 52.243-7 | NOTIFICATION OF CHANGES | APR 1984 |
| 52.244-2 | SUBCONTRACTS (OCT 2010) ALTERNATE I | JUN 2007 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN 2017 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.247-63 | PREFERENCE FOR U.S. FLAG CARRIERS | JUN 2003 |
| 52.247-64 | PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS | FEB 2006 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | MAY 2004 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

AIDAR 48 CFR Chapter 7

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| 752.202-1 | DEFINITIONS | JAN 1990 |
| 752.211-70 | LANGUAGE AND MEASUREMENT | JAN 1992 |
| 752.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS | MAR 2015 |
| 752.219-70 | USAID MENTOR-PROTÉGÉ PROGRAM | JUL 2007 |
| 752.219-71 | MENTOR REQUIREMENTS AND EVALUATION | JUL 2007 |
| 752.222-70 | USAID DISABILITY POLICY | DEC 2004 |
| 752.227-14 | RIGHTS IN DATA - GENERAL | OCT 2007 |
| 752.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | JUL 1997 |
| 752.245-70 | GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS | JUL 1997 |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 |
| 752.7002 | TRAVEL AND TRANSPORTATION | JAN 1990 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 |
| 752.7019 | PARTICIPANT TRAINING | JAN 1999 |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES | JUL 1996 |
| 752.7029 | POST PRIVILEGES | JUL 1993 |
| 752.7032 | INTERNATIONAL TRAVEL AND NOTIFICATION REQUIREMENTS | APR 2014 |
| 752.7033 | PHYSICAL FITNESS | JUL 1997 |
| 752.7034 | ACKNOWLEDGEMENT AND DISCLAIMER | DEC 1991 |
| 752.7035 | PUBLIC NOTICES | DEC 1991 |
| 752.7037 | CHILD SAFEGUARDING STANDARDS | AUG 2016 |
| 752.7038 | NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES | OCT 2016 |

7.2 CLAUSES IN FULL TEXT

7.2.1 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) 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 Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the MSI Director of Contracts.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the MSI Director of Contracts, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract

7.2.2 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 MSI. All findings, conclusions and recommendations shall be considered confidential and proprietary.

7.2.3 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Subcontractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

7.2.4 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 contractor/recipient to ensure compliance with these Executive Orders and laws.

7.2.5 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

- (a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
 - (i) Subcontractor name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) 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).
 - (vi) Any reimbursements received by the 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 the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) The final report is an updated cumulative report of the interim report.
 - (viii) Reports are required even if the contractor did not pay any taxes during the report period.
 - (ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "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: MSI c/o Project Manager named in Block 8A of the Award Cover page (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

7.2.6 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

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://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

- (b) USAID therefore requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

7.2.7 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

MSI reserves the right to terminate this Task Order, to demand a refund or take other appropriate measures if the Subcontractor or subawardees are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

7.2.8 SECURITY REPORTING

As part of the overall security requirements, the Subcontractor and its subcontractors shall report any security threats verbally immediately to the MSI Chief of Party and subsequently in writing, in accordance with approved procedures. The contractor shall develop a list of specific steps to track any potential/identified threats, which would be part of an overall security system.

7.2.9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB. 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, MSI will make the full text available. Also, the full text may be accessed electronically at <http://www.acquisition.gov>

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) ALT. I (MAR 2015)

FAR 52.244-2 SUBCONTRACTS (OCT 2010)

AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN'93)

Annex 6

6.1 Special Provisions: Interpretation/Translation Services

Subcontractor shall provide the required interpretation/translation services in a professional, competent and qualified manner so as to assure the understanding, factual content and expressed sentiment of MSI staff. All services shall be provided under the direction of the MSI representative.

SUBCONTACTOR expressly understands and agrees to provide their services, any assisting personnel, and additional equipment required to fulfill all deliverables and requirements in Annex 1, Statement of Work, at no additional cost above the amount set forth on the Award Cover Page. All services shall comply with the following special conditions of performance:

- A. The Subcontractor shall be fully and properly qualified to provide adequate interpretation, consecutive and/or simultaneous translation services as specified and required by MSI for work performed hereunder;
- B. All Subcontractor personnel shall have received proper and adequate background & security investigations (when required) and shall be fluent in languages necessary to properly communicate with MSI staff, each other, and participants;
- C. The Subcontractor understands and agrees that no individuals other than the Subcontractor employees shall be hired by the Subcontractor or asked to accompany the Subcontractor in the performance of their duties or be reimbursed by MSI without the prior written direction of MSI;

- D. Subcontractor understands that failure to comply with any of the forgoing shall be grounds for immediate dismissal and nonpayment at the sole discretion of MSI. This Agreement is an independent subcontract for temporary services and is not subject to any labor court nor is it intended to create or imply any form of employer-employee relationship or obligation.

6.2 Special Provisions: Tax Withholding

6.2.1 TAX WITHHOLDING. Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, MSI is required to withhold income tax at the prescribed rates at the time of making payment to the legal or natural person(s) providing supplies, materials, construction and services under contract, including purchase order procurements, for transactions of AFA 500,000 and above.

6.2.2 Withholding Rate. The prescribed rate of income tax withholding is 2% of the gross purchase amount for subcontractors/vendors who have a business license registered with the Afghanistan Investment Support Agency (AISA); 7% of the gross purchase amount for subcontractors/vendors not registered with AISA who are conducting business without a license or contrary to approved by-law.

6.2.3 Remittance of Tax and Certificate of Withholding. As the tax withholding entity, MSI is required to remit the income tax amount withheld directly to the Ministry of Finance designated account by the 10th day of the month following the transaction. MSI will issue an income tax withholding certificate to the subcontractor/vendor listing the gross payment, the amount of income tax withheld and the net contract payment along with a copy of the payment form and deposit receipt for transfer made to the designated Ministry of Finance account. More detailed information on Afghanistan contract tax withholdings can be obtained at the website of the Ministry of Finance Afghanistan - www.mof.gov.af/?p=Article%2072.

This Agreement is issued under the Prime Contract specified in Block 9c of the Award Cover page. To the extent applicable, all of the provisions set forth in full and by reference in the prime contract are hereby incorporated by reference into this Agreement. A copy of these provisions is available upon request from MSI.