



REQUEST FOR PROPOSAL (RFP)
ELABORATION OF THE FEASIBILITY STUDY
TO DEVELOP A MULTIMODAL LOGISTICS CENTER
AT BERESTI RAILWAY TERMINAL, REPUBLIC OF MOLDOVA

TO: Potential Bidders

FROM: Tania Aria, Project Director
Nathan, a Cadmus Company
USAID Moldova Institutional and Structural Reform Activity
Contract No. 72011722C0000

ISSUANCE DATE: December 19, 2023

DEADLINE FOR RECEIPT
OF QUESTIONS: February 5, 2024, 5:00 PM EST

SUBMISSION DATE: February 29, 2024, 5:00 PM EST

RE: **Elaboration of the Feasibility Study**

The USAID Moldova Institutional and Structural Reforms Activity (MISRA) is seeking technical and price proposals from eligible firms with experience in feasibility studies to support USAID MISRA's implementation to stimulate a sustainable and inclusive recovery from the regional crisis and improve the institutional, business and trade enabling environment by supporting Moldova's public institutions and the private sector to accelerate the implementation of trade liberalization mechanisms, adopt structural and investment climate reforms, accelerate financial sector reforms, improve economic governance in the public sector, trade and logistics, and enhance strategic communications between the private and public actors.

Nathan, a Cadmus Company (Nathan) is the prime implementor under the U.S. Agency for International Development-funded Moldova Institutional and Structural Reforms Activity (MISRA). Nathan intends to award a **firm fixed price** contract for this activity with an estimated start date of March 15, 2024. The total estimated value of this RFP is up to USD \$600,000 if applicable.

This RFP is open to qualified companies with experience in feasibility studies as defined in the technical instructions.

All potential offerors are also informed that the contractor that is awarded a contract issued pursuant to this RFP will not be eligible to participate in any subsequent RFPs that involves evaluation of work done under this RFP, or any other activity that may result in conflict of interest because of the work performed under this RFP.

Technical and price proposal requirements, as well as proposal evaluation criteria, are outlined in **Annex A**. Nathan intends to make a contract award to the responsible Offeror whose proposal represents the best value to the U.S. government.

Proposals are due in electronic copy only, in MS Word, MS Excel, and/or PDF formats, by February 29, 2024, at 5:00 PM. Tables or charts in MS Excel format should be labeled appropriately. The email must not exceed 5MB in size. Technical and price proposals need to be submitted in separate electronic files and emailed to MISRA-Applications@cadmusgroup.com.

Price proposals should include filled out and signed documentation attached in **Annexes B, C, and D**. All offerors should also review information included in **Annex E** (relevant regulations).

Questions regarding this RFP are due in electronic copy by February 5, 2024, at 5:00 PM EST time. They must be emailed (no phone questions will be accepted) to MISRA-Applications@cadmusgroup.com. Potential bidders who do not submit questions should send an email with their contact information if they wish to receive copies of answers. All questions and responses will be circulated to all offerors who ask questions and to those who register.

This RFP, including this cover letter, in no way obligates Nathan, a Cadmus company, to award a contract nor does it commit Nathan to pay for any costs incurred in the preparation and submission of a proposal in response hereto. Furthermore, Nathan reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

Sincerely,

Tania Aria, Project Director
Nathan, a Cadmus Company
USAID Moldova Institutional and Structural Reform Activity

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TECHNICAL INSTRUCTIONS

FEASIBILITY STUDY

TO DEVELOP A MULTIMODAL LOGISTICS CENTER AT BERESTI RAILWAY TERMINAL, REPUBLIC OF MOLDOVA

Approx. Start Date: March 15, 2024
Approx. End Date: September 30, 2024

ACTIVITY BACKGROUND

The USAID Moldova Institutional and Structural Reforms Activity (MISRA) is a five-year project funded by the United States Agency for International Development (USAID) and implemented by Nathan, a Cadmus company.

MISRA's objective is to stimulate a sustainable and inclusive recovery from the regional crisis and improve the institutional, business, and trade enabling environment. To do this, MISRA is supporting Moldova's public institutions and the private sector to accelerate the implementation of trade liberalization mechanisms, adopt structural and investment climate reforms, accelerate financial sector reforms, improve economic governance in the public sector, promote trade, streamline logistics, and enhance strategic communications between the private and public actors. MISRA builds on prior and ongoing USAID and US Government activities in the business enabling environment and trade facilitation to strengthen Moldova's economic growth and resilience and, by doing so, increase transparency and accountability.

The development of logistics centers, particularly dry ports, is a critical element of intermodal transport that has the potential to significantly promote international trade. As containerized traffic continues to grow globally, container terminals are emerging in new locations beyond the hinterland of seaports. A key consideration in the development of dry ports in developing economies is the strategic planning of their location. In the planning and location analysis of dry ports, several factors come into play:

- *Cost Considerations:* Minimizing infrastructure setup and logistics costs is of paramount importance. Efficiently managing the financial aspects of establishing and operating the dry port is essential to its viability and success.
- *Qualitative Location Factors:* Beyond cost considerations, there are qualitative location factors to take into account. These factors are influenced by a range of stakeholders, including operators, users, and the local community. These factors can include accessibility, proximity to key transport routes, connectivity to markets, available infrastructure and space to grow, and the impact on the local community, among others.
- *Stakeholder Engagement:* Engaging with multiple stakeholders, including operators, users, traders, freight forwarders, and the broader community, is essential. Their input and concerns should be addressed during the location planning process to ensure that the dry port is well-integrated and beneficial for all parties involved.
- *Environmental and Social (E&S) due diligence, or environmental screening:* The analysis must include identification and thorough review of potential E&S risks associated with the planned activity, to proactively prevent and mitigate any adverse human rights, ownership, right-of-way, and environmental impacts.

In summary, the strategic location planning of dry ports involves a combination of financial considerations, qualitative factors, stakeholder engagement, and social and environmental appraisal.

This holistic approach is crucial in ensuring that dry ports effectively support intermodal transport and contribute to the efficient movement of goods and cargo, while also considering the broader economic, environmental, and social impacts of their establishment.

The conditions for reform in the transport sector in Moldova are currently favorable, driven by a shared vision among key political authorities and a commitment to addressing long-standing challenges. The recognition of the need for reform in the transport and logistics sector, as well as a dedication to improving infrastructure and increasing investment, is a significant step toward achieving positive change and economic growth. It is worth mentioning, that unexpected challenges, such as the impact of the war in Ukraine, have affected and increased the flows and transit of freight in and through the country.

Considering all the above, the Moldovan Ministry of Economy and Digital Development (MoEDD) is considering developing a new dry port facility along the Romanian border for the transshipment of grain and cereals, as well as other types of cargo. To this end, the MoEDD enlisted the support of USAID/MISRA to evaluate options for the creation of a transshipment logistics terminal.

In September 2023 MISRA presented a pre-feasibility study to the Minister of the terminal (multimodal logistics center), to provide initial insights into the project's viability and potential. In addition, MISRA delivered guidelines and recommendations for the subsequent development of a full-fledged feasibility study.

At this stage, the MoEDD seeks support for the execution of a comprehensive feasibility study for the logistics center, which will be located at the Beresti railway terminal – a freight railway station situated in the western part of Moldova in the city of Ungheni near to the border with Romania. The intention of the MoEDD is to launch a Public Private Partnership (PPP) or to identify a long-term, trustworthy investor to develop and operate the transshipment logistics facility.

Activity Overview

The establishment of a Transshipment Terminal in Ungheni was officially integrated into the Moldovan Government's Transport & Logistics Strategy for the years 2013-2022. The strategy's formulation was based on an extensive analysis of Moldova's transport, logistics, and customs sectors, as well as a trade assessment conducted in 2011-2012. In parallel, a multimodal logistics hub in Ungheni has been integrated into various regional and district development plans: it is part of the Regional Plan of Ungheni District, specifically under Sectorial Objective 3, which pertains to infrastructure that supports business development. This initiative is also included in the Strategy for Social and Economic Development of the Ungheni District for the years 2022-2030.

The Beresti railway terminal is located 106 km from Chisinau, outside the city of Ungheni, specifically on the Northern railway corridor that connects with the city of Balti and extends further to the Ukrainian border. The terminal is located in the area next to Ungheni railway station and approximately 5.0 km from the railway border crossing point in Romania (EU). This strategic location, with its connectivity to multiple industrial elements and transportation routes, positions the terminal to serve as a pivotal hub for trade and logistics activities in the region.

The proposed site encompasses an area of 80 hectares, is owned by the State (via the Agency for Public Property), and is managed by the State Enterprise Moldovan Railways: Calea Ferată din Moldova (CFM). An important feature of this site is its adaptable railway infrastructure, allowing for the operation of both broad (1520mm) and standard (1435mm) track gauge, which can facilitate cross-border rail connections to facilitate trade. There is one operational road connection to and from

the main area of the site, which is an important consideration for facilitating transportation and logistics operations. The site is equipped with a rail platform (concrete) that dates to the Soviet era. There is a separate paved area that serves as a location for the loading and unloading of containers and other solid freight. The site is equipped with four industrial cranes, all of which were constructed during the early 1990s.

The current state of the railway infrastructure highlights the urgent need for rehabilitation to ensure that the terminal can operate efficiently and safely. Its poor condition is characterized by several key issues such as overgrowth, deteriorated sleepers, and unstable soil in some areas.

The site currently lacks typical logistics facilities and has not undergone any significant modernization efforts. This presents an opportunity to develop and upgrade the site to meet the requirements of a modern logistics hub, such as construction of warehouses, storage facilities, container handling equipment, and administrative buildings, among other infrastructure improvements.

SCOPE OF WORK

The scope of Contractor's services is to conduct a feasibility study of a multimodal logistics center (one integrated facility) that can efficiently handle containerized cargo (including grains and liquid, in containers) and general cargo covering the tasks referred in Part B of these Terms of Reference. The feasibility study shall be conducted in line with the requirements set out in Moldovan legislation and regulatory framework, with respect to infrastructure construction.

This comprehensive study should examine the potential for development of the entire 80 ha area of the Beresti railway terminal. A feasibility study of this scope is essential for a detailed evaluation of the project's potential impact and alignment with economic and logistics objectives of the country's trade and transportation authorities.

Specific Objective and Key Responsibilities

The main outcome of this feasibility study shall be enhanced understanding and preparedness of key Moldovan stakeholders to promote trade-friendly investment in multimodal logistics centers:

- **Enhanced Understanding:** Stakeholders possess a deeper comprehension of the potential functionalities, impact, and costs associated with the establishment and operation of a multimodal logistics center.
- **Concept for Promotion:** Stakeholders are equipped with a well-developed and actionable concept that can be promoted to potential private investors and operators interested in participating in or managing such facilities.

Throughout the implementation of the contract, the Contractor will engage with Moldovan stakeholders such as: Ministry of Economic Development and Digitalization, Ministry of Infrastructure and Regional Development, State Enterprise Moldovan Railways (CFM), Agency for Public Property, Ungheni district and city authorities, private sector (transporters, freight forwarders, and economic agents), and relevant government stakeholders to seek their views and promote the exchange of knowledge.

The Contractor may consider any complementarity and synergy with other development donors' previous, on-going, or planned support to the transport and logistics sector.

Some of the strategic documents to be reviewed are:

- National development strategy, Moldova 2030
- Regional development strategy for 2022-2028
- Transport and logistic strategy for 2013-2022
- National Mobility Strategy for 2023-2030 (to be approved in 2024)
- Concept for the restructuring of the Moldovan Railways (CFM)
- CFM Modernization Plan
- Other sectoral documents related to the development of the transport modes and infrastructure.

Project Management

The Contractor shall be responsible for the design, management, and overall coordination of the project. The responsibilities include quality management and assurance during the process; as well as compliance with all applicable codes, rules, and processes required by the Republic of Moldova.

The specific responsibilities are as follows, but not limited to:

- *Project management and coordination:* The Contractor shall prepare a detailed task schedule during the inception phase and follow the schedule; follow-up on internal and external deliverables and approvals; closely monitor and coordinate investigations to be conducted by third parties and verify their reports.
- *Establishment of design standards and approval procedures:* The Contractor shall review and where necessary, revise or supplement the design criteria, standard designs and drawings, cost estimate, standard specifications, code compliance, etc. The Contractor shall understand the approval process within the Government and local authorities and take necessary action accordingly. The Contractor shall immediately inform MISRA, if any agreed or approved scopes/findings/design/drawings/specifications/cost estimates need to be changed and provide proper justification.
- *Quality control and quality assurance:* Establish and implement a quality control and quality assurance system for all design steps and deliverables.

DELIVERABLES AND TIME SCHEDULE

The Contractor will submit (i) an inception report within 3 weeks of starting their services detailing the initial work program; (ii) the draft final report; and (iii) the final report on project completion, incorporating comments of the Moldovan stakeholders and MISRA, to be completed 2 weeks after receipt of comments.

ReportNo	Name Report	Description	Deadline
1	Data Collection and Current Conditions Assessment	<ul style="list-style-type: none"> • Collect relevant data for the Feasibility Study, including cargo, trade, industrial, commercial, social, and mobility patterns in Moldova and main trading partners. • Review documentation, plans, programs, and studies with relevance to the Project. • Review the existing physical conditions and operational characteristics of the Beresti terminal site, including the site infrastructure, facilities, and equipment, with particular emphasis on various methods of cargo handling and movements (rail, truck, and other). • Examine origin/destination data related to cargo movements (rail, truck, and other methods) entering, passing through, and exiting the Border Crossing Point at Ungheni 	Month I

		<ul style="list-style-type: none"> • Collect information regarding the transportation costs of freight and container shipments in Moldova or passing through Moldova. • Collect information on the existing and planned railway network and modernization plans and projects in Moldova, including the railway corridors servicing Ukraine, Romania, and the EU. • Collect information on operations of other existing and planned relevant transport and logistics facilities in Moldova. • Examine historical data and forecasts regarding the transportation of containers by trucks and rail within Moldova along the main highways and rail corridors and its connections that are external to Moldova, including the Ukrainian and Romanian borders. • Interview Ministry of Economy and Digital Development (MoEDD), Ministry of Infrastructure and Regional Development, Agency for State Property, State Enterprise “Calea Ferata a Moldovei” (Moldovan Railways, CFM), and customs service officers to understand their objectives for the intermodal railway terminal. Conduct interviews with other relevant government and private sector stakeholders including trade, commercial, industrial, logistics, freight forwarders, transport service providers, as well as international financial institutions active in Moldova (e.g., EBRD, EIB, EU, etc.). 	
2	Confirm Macro Location and Project Site Assessment	<ul style="list-style-type: none"> • Confirm macro location of the project. • Prepare a preliminary list of potential locations for the intermodal rail terminal in the Beresti site. • Conduct a technical assessment of the physical and operational characteristics for the proposed potential sites under consideration for the intermodal rail terminal, including the following: <ul style="list-style-type: none"> • Transportation connections with immediate access to mainline rail corridors, highway accessibility, and other transportation services • Potential integration with Ukraine and EU railway network (via Romania). • Proximity and accessibility to population, commercial, agricultural, logistics, and industrial centers, and the ability to service main consumption and production nodes in Moldova • Compatibility with local planning and zoning laws and municipal codes • The viability of facility development, ability to develop the site, including size, area, and shape of the site, and ability to construct rail and highway infrastructure access to the site • Site infrastructure and operational considerations. • Existing rail and highway projects that could affect or impose constraints upon the intermodal rail terminal. • Site-specific advantages/disadvantages that the proposed locations may present; and • Other relevant aspects for site selection for the intermodal rail terminal. • Examine relevant information such as commodity flows, truck volume data, rail volume data, shipping information 	Month II

		<p>(origin/destination), and primary data on regional shipping to assess the viability of an intermodal rail-road terminal at the Moldova-Romania border near Ungheni.</p> <ul style="list-style-type: none"> • Provide a recommendation for the most suitable location for the implementation of the intermodal rail terminal and define its service area. • Conduct a physical and operational assessment of the existing railway corridor servicing the intermodal rail terminal, and make recommendations in the following areas: <ul style="list-style-type: none"> • Conditions affecting freight movement along the railway corridors • Utilization rates in terms of tons of freight and TEUs (20 ft long containers) transported to assess demand • Frequency of rail service along the corridors • Travel times and transfer times • Potential modal conflicts and operational constraints • Rail infrastructure (track, sleepers, railway bridges, bypasses, drainage, weight restrictions, other) • Track geometry, operational speeds, and railway corridor configurations • Railway rights-of-way needs, obstacles, and constraints • Typical container weight and ability to transport by rail and truck modes • Railway crossings (North and Central corridors) • Railway corridor safety considerations • Railway concessions operating along the corridors • Existing equipment and rolling stock operating along the corridors • Existing signaling systems and other railway technologies • Railway corridor freight movements (existing and forecasted) • Railway corridor capacity and capacity constraints • Connectivity and accessibility to other modes of transportation • Potential integration of passenger rail services along the railway corridors • Maritime or fluvial terminals, multimodal logistic terminals, inland port terminals, trade processing centers, and border crossing terminals. 	
3	Market Analysis and Demand Forecast	<ul style="list-style-type: none"> • Conduct a market analysis associated with the implementation of the intermodal rail terminal including market targets and needs, market size, market segments, potential demand of container shipments through the terminal. Identify any potential market barriers. • Analyze potential for synergies between the intermodal rail terminal in Beresti and other existing and planned transport and logistics facilities in Moldova • Define the profile of potential services and products (type of cargo) to be offered in the intermodal rail terminal. • Define three 20-year detailed cargo forecast scenarios (base case, high, and low) for the intermodal rail terminal, including type of cargo, mode, import/export volumes, origin/destination in Moldova, and transit cargo from the EU to Ukraine and vice versa. 	Month III

		<ul style="list-style-type: none"> • Define a cargo segment servicing the reconstruction of Ukraine after the conclusion of the armed conflict with Russia. • Hold a workshop with MoEDD to present the initial findings of Tasks 1-3 and refine any assumptions. 	
4	Technical, Physical, and Operational Specifications	<ul style="list-style-type: none"> • Define the ideal site configuration and Masterplan, and flow logistics operations for the intermodal rail-road terminal, detailing the following: <ul style="list-style-type: none"> • Layout (design) • Required area including expansion • Shape and dimensions (length and width of the plot) • Terminal buildings and facilities • Intermodal facility • Container storage yard include reefer connections • Container Freight Station • Utilities and maintenance facilities • Loading and unloading locations • Loading and unloading equipment • The location and characteristics of terminal rail infrastructure (narrow and wide gauge) • Roadway and rail access points (narrow and wide gauge) • Internal track configuration (narrow and wide gauge) • Internal circulation and parking areas • Rights-of-way • Paved areas and green areas • Perimeter fencing and security • Gates • Container scanning equipment • Level of service for the terminal • Operational regulations and efficiency parameters • Potential operational schedules • Type of cargo movements • Customs and sanitary inspection protocols • Terminal capacity • Characteristics of the trains, equipment, safety, control, and communications systems. • Review international and domestic best practice case studies and develop technical guidelines for application in the design, implementation, and operation of the intermodal rail terminal. • Review regulations and technology options for application in the design, implementation, and operation of the intermodal rail terminal, emphasizing climate adaptation and resiliency. • Provide recommendations for the physical and operational characteristics of the intermodal rail terminal and define the operational requirements in the following areas: <ul style="list-style-type: none"> • Railway infrastructure (number of tracks, gauge, separation, configuration, and other requirements) • Terminal length, entry and exit points for trains and trucks, and equipment operational areas • The type of intermodal services and facilities to be provided • Train/truck load configurations • Signaling system requirements 	Month III

		<ul style="list-style-type: none"> • Intermodal equipment and system requirements • Rolling stock and container handling and transloading equipment requirements • Terminal operational capacity • Fuel and energy systems • Security and ICT systems; and • Utilities and other requirements for the operation of the intermodal rail terminal. <ul style="list-style-type: none"> • Provide recommendations for operational and infrastructure improvements at Beresti with the objective of enhancing the handling, transfer, and transportation of containerized cargo in the intermodal rail terminal, including recommendations for road and rail equipment, intermodal technologies, container handling/transshipment equipment, rolling stock, green logistics technologies, and other road and rail-related technologies. • Provide recommendations on the proposed intermodal rail terminal business model, including the strategies for operational profitability, intermodal services to be provided, the target markets, the potential structure for investment participation (considering both public and private sectors), the anticipated service pricing schemes and operational expenses, and other critical elements necessary to define the business model for the intermodal rail terminal. • Provide preliminary concept plans for the Project including the different implementation phases, infrastructure requirements, and cost estimates for the construction and operation of the terminal. • Estimate the costs for the acquisition of land (if relevant), railway rights-of-way, equipment, technologies, and other costs associated with the implementation of the Project. • Identify the challenges associated with the implementation of the intermodal rail terminal, such as overcoming technical, physical, and operational barriers with regards to the proposed terminal location, rail infrastructure, and rail integration limitations; weight and clearance restrictions; and other technical issues that may affect the implementation of the intermodal rail terminal and its associated equipment and technologies. 	
5	Financial Analysis including Financial Model	<ul style="list-style-type: none"> • Conduct a Financial Feasibility Study following international best practices. • Design and develop a financial model. • Conduct a financial analysis for the implementation of the intermodal rail terminal to include cash flow analysis, analysis of market conditions, supply agreements, capital cost, shipping costs of containers (imports/exports) and competing alternative methods of achieving the same or similar objectives (truck versus rail transportation). • Conduct a Life Cycle Cost Analysis ("LCCA") in connection with the implementation, technology selection, management, and operational aspects of the equipment and technologies recommended for implementation of the Project for the duration of the investment. • Define the total initial capital cost to plan, design, acquire land, develop, construct, and implement the intermodal rail terminal, determine the level of public and private sector 	Month V

		<p>investment needed, and provide a detailed analysis of the costs associated with the medium-term and long-term operation and maintenance of the intermodal rail terminal.</p> <ul style="list-style-type: none"> • Estimate the costs of warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that are likely to be encountered throughout the life of the equipment and technologies to be implemented as part of the intermodal rail terminal. • Prepare the initial and annual capital improvement and investment plan (CAPEX) and estimate the amount required to plan, design, acquire land, construct, implement, as well as the cost operate and maintain the intermodal rail terminal (OPEX). • Estimate the internal rate of return (IRR) and net present value (NPV) for the implementation of the intermodal rail terminal under different scenarios and determine the minimum container volume thresholds for the terminal's financial viability. • Evaluate the financing mechanisms expected to fund the implementation of the project and identify the various local or international financing sources • Conduct a sensitivity analysis associated with the return on investment, accounting for cost recovery indicators based on different financial scenarios and project variables, such as energy costs, capital and operating costs, interest rates, and investment requirements. • Identify all risks associated with the implementation of the intermodal rail terminal and provide risk mitigation recommendations, including identifying insurance and bonding recommendations for protection of the GoM and financial institutions funding the Project. • Determine the financial viability of implementing the intermodal rail terminal and outline the key factors that make it a viable project (based on the overall market, economic, and financial analysis results). • Recommend the optimal financing strategy for the implementation and operation of the intermodal rail terminal, considering potential public and private financing schemes such as build-operate-transfer (BOT), Public Private Partnerships (PPP), private concession agreements, and others. Estimate the royalties a private investor/operator should pay in exchange for the concession. 	
6	Economic Analysis	<ul style="list-style-type: none"> • Conduct an economic cost-benefit analysis associated with the implementation of the intermodal rail terminal in terms of freight movement, road and rail operational efficiency, maintenance, freight transportation cost savings, travel time and transfer time reductions, safety and security enhancements, environmental impact mitigation, and other benefits. • Estimate the projected annual cost savings that are likely to result from the implementation of the intermodal rail terminal. 	Month V
7	Institutional, Legal, and Regulatory Analysis	<ul style="list-style-type: none"> • Review Moldova's national regulations and laws, as well as the local institutional and regulatory policies pertaining to the operation of intermodal terminals that could impact implementation of the intermodal rail terminal. 	Month V

		<ul style="list-style-type: none"> • Review legal and regulatory provisions to assess if the implementation of the Project through a PPP structure is legal under the current national laws and identify any actions or legislative changes, if any, that must be taken to advance implementation of the Project in accordance with the law. • Recommend guidelines to be included in the concession contract. • Recommend guidelines for the land use plan in the expanded Beresti site (80 hectares). 	
8	Environmental and Social (E&S) due diligence or environmental screening	<ul style="list-style-type: none"> • Conduct an E &S due diligence, environmental screening, for the implementation of the Project in accordance with Moldovan legislation guidelines and/or in accordance with the requirements of the World Bank and EBRD. • Identify potential negative and positive environmental and social impacts from the implementation of the intermodal rail terminal, including impacts to the land selected for the site of the terminal. • Recommend measures to minimize negative environmental impacts, if any, from the construction, implementation, and operations of the intermodal rail terminal. • Identify any actions that must be taken in advance of, during, and following the implementation of the intermodal rail terminal to satisfy environmental impact requirements and local regulations. • Conduct a high-level climate resilience screening associated with the implementation of the intermodal rail terminal, including the review of resource materials from international and domestic sources. Assess the current and future climate change risks, conditions, and trends, and determine how these could affect the proposed intermodal rail terminal and its location, as well as develop specific recommendations for improved climate resilience of the intermodal rail terminal. • Assess the vulnerabilities of the intermodal rail terminal to extreme climate events and natural disasters, to include but not limited to, extreme temperatures, drought, flooding, mudslides, earthquakes, hurricanes, and other events, and provide recommendations on how to mitigate these environmental risks. 	Month V
9	Implementation Plan	<ul style="list-style-type: none"> • Prepare an implementation plan for the proposed intermodal rail-road terminal, which shall set forth the most effective and efficient approach for Project implementation. The implementation plan should include: a timeline, execution schedule, and process outline to facilitate and support the GoM in achieving the following activities: <ul style="list-style-type: none"> • Planning, preliminary engineering, environmental impact and risk mitigation, and financing • Define operating model and structure (private concession, PPP, or other) • National and local government approvals • Land acquisition, legal documentation, and permits • Environmental and site permits • Land preparation (clearing, grading, utilities, drainage, others) and enabling projects • Rail infrastructure improvements/terminal construction (integration to main line, others) 	Month VI

		<ul style="list-style-type: none"> • Rail infrastructure improvements for railway access to the terminal • Roadway infrastructure improvements and highway accessibility enhancements • Intermodal rail terminal building and facilities construction, paved areas, utilities, and others • Acquisition and implementation of signaling systems and other railway technologies • Acquisition of container handling equipment and intermodal technologies • Final inspections and commissioning requirements for the intermodal rail-road terminal; and • Other relevant components. • Develop the implementation plan, identifying the short and medium-term impacts on existing transport services associated with implementation of the intermodal rail terminal in accordance with the Activity's objectives defined under Task 1 in the Terms of Reference. Explore alternatives to generate revenue during the implementation stages. • Identify any technical and operational gaps or inefficiencies associated with implementation of the intermodal rail terminal and its associated equipment and technology implementation, and develop mitigating measures to address them, if any. • Define the necessary steps and actions to be taken by the GoM in connection with the institutional, legal, financial, and technical aspects of the intermodal rail terminal implementation and its operation. • Prepare a set of guidelines for the intermodal rail terminal equipment and technology selection considering the expected benefits for operational and life-cycle cost analysis (LCCA) cost elements, as well as equipment and technology warranties. • Provide recommendations associated with the operation and maintenance of the intermodal rail terminal including: <ul style="list-style-type: none"> • Staffing qualifications and requirements • Staffing level requirements • Recommended organizational structure • Overall maintenance requirement cycles/schedules for key terminal components • Maintenance equipment and technology replacement cycles • Security requirements; and • Other relevant operational and maintenance requirements. • Define necessary inputs from third parties to ensure delivery of efficient world-class logistics services—this includes: rail operations and infrastructure modernization (under the authority of Moldovan Railways, CFM), efficient protocols related to customs authorities, competitive service from utility providers, and the overall policy support from MoEDD, as well as other necessary inputs and actions from relevant government and private sector stakeholders including trade, commercial, industrial, and logistics service providers. 	
10	Final Report and Presentation of Results and Recommendations	Month VII	

Other Requirements:

The Contractor will submit progress reports to MISRA every 2 weeks, with a summary of activities and recommendations for action on issues.

The feasibility study shall be presented to the stakeholders at a dedicated workshop, their feedback shall be collected by the contractor, who shall then make the necessary adjustments.

The deliverables shall be submitted digital copies; shall be in MS Office readable formats and PDF. All deliverables shall be subject to formal approval by USAID/MISRA.

Language of the Contract:

The language of the Contract is English. The deliverables shall be prepared in English.

The final report (study) shall be prepared in both English and Romanian (translation shall be made by qualified personnel, who fully master the terminology of the study).

Data and materials to be processed by the contractor are expected to be mostly in Romanian. Discussions with stakeholders may also need to be carried out in Romanian.

PERIOD OF PERFORMANCE

The period of performance for this assignment is 7 (seven) months from the date of signing the contract

QUALIFICATIONS

The Contractor's team will comprise several experts' profiles, both international and local, preferable but not limited as shown below:

Position	Technical Experience
Project Manager	At least 20 years' experience preparing feasibility assessments of dry ports, rail transshipment facilities, logistics centers, and container handling facilities in Europe.
Transportation and Logistics Expert	At least 15 years' experience in the freight transportation and logistics sector, supply chains, intermodal and multimodal operations, and shipping logistics/cargo.
Transport Economist	At least 15 years' experience in market assessment and demand forecasting of freight transportation and logistics sector activities, supply chains, containerized cargo, as well as intermodal and multimodal operations.
Financial and Economic Expert(s)	At least 8 years' experience in financial modeling and financial structuring of transportation facilities.
Dry Port Planner	At least 15 years' experience planning and designing freight transportation and logistics facilities, containerized cargo, as well as intermodal and multimodal operations that are compliant with local regulations.
Civil Engineer(s)	At least 15 years' experience constructing freight transportation and logistics facilities, containerized cargo, as well as intermodal and multimodal facilities that are compliant with local regulations.
Dry Port Operations Expert	At least 15 years' experience in freight transportation and logistics facilities operations.

Environmental and Social (E&S) Expert(s)	At least 8 years' experience in evaluating E&S regulatory compliance (local and EU) of freight transportation and logistics facilities, containerized cargo, as well as intermodal and multimodal operations.
Cost and Procurement Expert	At least 8 years' experience in estimating capital expenditures, including civil engineering costs, cargo handling equipment, and relevant IT systems; and costing of freight transportation and logistics facilities.
PPP/Legal Expert(s)	At least 15 years' experience preparing PPP strategies and PPP feasibility assessments of transportation facilities, including preparation of bidding documents and promotion strategies.

The Contractor is expected to consider local expertise during the execution of the feasibility study and is also required to provide a schedule detailing their team's presence in Moldova for visits or work.

PAYMENT STRUCTURE

This will be a Firm Fixed Price contract. The subcontractor will be paid within thirty (30) calendar days after receipt of a proper invoice and acceptance of deliverables and in accordance with the payment schedule of the awarded contract.

DAMAGES FOR DELAYED PERFORMANCE

If any of the services performed do not confirm with Subcontract requirements, Contractor may require the Subcontractor to perform the services again in conformity with Subcontract requirements, for no additional price. If such deficiencies are not corrected in a timely manner, Contractor may cause the same to be corrected and deduct such corrective action costs incurred from monies otherwise due to the Subcontractor. The Subcontractor shall be liable for such excess costs and shall reimburse the Contractor within thirty (30) calendars days of receipt of invoice. This corrective action shall not limit the application of any other warranty or remedy available hereunder or by law. When the defects in services cannot be corrected by re-performance, Contractor may require the Subcontractor to take necessary action to ensure that future performance conforms to Subcontract requirements. If the Subcontractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Subcontract requirements, Contractor may terminate the Subcontract for default. If the Subcontract is terminated for default and Contractor is forced to obtain the services from another vendor, Subcontractor may be liable for any additional procurement costs of those services from another provider.

PROJECT MONITORING AND REPORTING

The Contractor shall propose the appropriate approach for project monitoring and reporting processes to meet the project objectives.

Throughout the duration of the project, the Contractor shall prepare and submit brief progress reports to MISRA representatives every two weeksto monitor the progress of the project (including reports mentioned in the scope of work and deliverables).

COPYRIGHTS AND OWNERSHIP

The Contractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Technical Instructions. The Contractor shall indemnify and save Nathan and Nathan's Client harmless

from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work that the Contractor will provide.

Deliverables that will be first produced and submitted to USAID shall be the property of USAID. Additionally, any pre-existing item(s) either from the Contractor or Nathan, shall remain the property of that party who created the item(s) throughout the life of the Contract, and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of the Contract shall be either owned by USAID or jointly owned by both parties.

All reports generated and data collected during this project shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document. All findings, conclusions and recommendations shall be considered confidential and proprietary.

ANNEX A – Technical and Price Proposal Requirements and Proposal Evaluation Criteria

Proposals are due in electronic copy only, in MS Word, MS Excel, and/or PDF formats, by February 29, 2024, at 5:00 PM EST time. Tables or charts in MS Excel format should be labeled appropriately. The email must not exceed 5MB in size. Technical and price proposals need to be submitted in separate electronic files and emailed to MISRA-Applications@cadmusgroup.com.

Technical proposals shall consist of no more than twenty (20) pages and include details of the approach, timelines for completion of the project, a summary of qualifications of key personnel who would be assigned to the project, and necessary contact information. Additional tables, technical instructions, and CVs of key personnel, not to exceed two pages in length each, should be included in an appendix to the technical proposal and will not count towards the 20-page limit (margins should be 1 inch on each side, text should be single spaced, and font should be no less than 11 point). A separate financial proposal shall be provided. No cost information shall be provided in the technical proposal. Detailed specifications of the technical and financial proposals are shown below. **Offerors must submit a financial proposal along with their technical approach, which should be in a separate Microsoft Excel file.**

Your proposal shall be accompanied by a letter of transmittal prepared on your company letterhead stationery and signed by an individual authorized to commit the company to the proposal. The cover letter shall identify the following as well as all enclosures being transmitted as part of the proposal:

- The name, and address, of your company
- RFP number
- Point of Contact name, title, telephone number, and email address
- Sam Unique Entity Identifier (UEI)
- Acknowledgement that it transmits an offer in response to the RFP that is valid for a minimum of 60 days from the proposal due date.

A. Technical Approach

Offerors must describe their overall technical approach and methodology to be utilized by the Offeror for the design, development, implementation, and achievement of the stated Tasks and Deliverables provided in the RFP. The Offeror shall articulate how it intends to address each of the required tasks as well as desired system functionalities, features and project deliverables listed, in addition to any suggestions and recommendations to these areas while demonstrating the project management approach and framework to be utilized.

When evaluating the **Technical Approach**, Technical Evaluation Committee (TEC) are to consider the requirements from the RFP and to note in their comments whether Offeror demonstrated it satisfies these points:

- **Extent to which the Offeror demonstrates an understanding of the development context and Statement of Work Comprehensiveness of proposed approach.**
- **Clarity and appropriateness of proposed activity.**
- **Realistic Implementation plan and proposed timeline and include all proposed elements of activity.**
- **Offeror to proposes well-determined and effective approaches and solutions to achieve the tasks.**
- **Timeline or Gantt chart of the activities required to execute the activity**

B. Capability Statement

Must explain Offeror's understanding of desired system and requirements as well as its capability to perform the scope of work, tasks, and deliverables. Offeror shall demonstrate it has the necessary organizational systems and procedures, e.g., personnel policies, travel policies, project management, equipment, supplies, and personnel in place to successfully comply with contract requirements and accomplish expected results.

Scores must be based on the extent to which the Offeror and its partners or subcontractors (if any) convincingly demonstrate its institutional capability to effectively and successfully achieve the objectives in the statement of work and implement its proposed technical approach. When evaluating the Capability Statement, the technical evaluation committee (TEC) shall consider the requirements from the RFP and note in their comments whether Offeror demonstrated it satisfies these points:

- **Organizational competence relative to the Tasks and Deliverables, including knowledge of, and at least 7 years' experience working in, feasibility studies area**
- **Capabilities mobilizing short-term technical assistance experts and teams**

C. Personnel/Staffing

The proposal must identify, in summary format of 2-3 sentences, the names, anticipated positions of the field team leaders, and essential personnel proposed to perform the requirements of this scope of work, tasks, and deliverables. The narrative shall include the percentage of staff time of principals and managers on this activity.

The approach should include the organizational structure of the entire project team and explain how the staffing plan will result in successful implementation of the proposed technical approach and accomplish the objectives of the activity. If the Offeror anticipates using any sub-awards, include the roles and responsibilities of each sub-awardee and the lines of authority and communication.

CVs (not to exceed two pages each) that clearly describe education, experience, and professional credentials, and biodata forms shall be completed and attached for the proposed personnel and submitted as an Annex. These pages do not count toward the page limitation for this section.

When evaluating Personnel/Staffing, TEC to consider the requirements from the RFP and indicate **the quality and appropriateness of the proposed personnel, including the extent to which they meet qualification requirements and convincingly demonstrate the Offeror's ability to effectively and successfully achieve the contract's objectives.**

D. Past Performance/References

Proposal description on how the past performance of the Offeror and its team (including all partners of a coalition/joint venture) is relevant to performance of the Contract. The Offeror shall submit a list (up to five) of current and past similar work and assignments completed in the past five years that were similar in size, scope, and complexity.

Include the contact information: company or organization, name, phone number, and email. Please use the Past Performance Reference Form template.

When evaluating Past Performance/References, TEC to consider the requirements from the RFP and the Offeror's overall, previous successful experience implementing similar activities, including:

- **Meeting goals and targets;**
- **Customer satisfaction with performance; and**

- **Inclusion of at least 5 relevant past performance examples of similar feasibility studies. References provided by past clients for these examples and their evaluation of the Offeror’s ability to deliver on time and within quality and budget expectations.**

E. Cost Proposal

Offerors must include in their proposal submission a cost proposal in Microsoft Excel, which **outlines the costs for the menu of services that will be provided under the scope. Cost proposals should show separate line-item costs for each service.** This should include cost estimates for the following services (per the tables in the Technical Instructions in this document):

- Task 1 Data Collection and Current Conditions Assessment
- Task 2 Confirm Macro Location and Project Site Assessment
- Task 3 Market Analysis and Demand Forecast
- Task 4 Technical, Physical, and Operational Specifications
- Task 5 Financial Analysis including Financial Model
- Task 6 Economic Analysis
- Task 7 Institutional, Legal, and Regulatory Analysis
- Task 8 Environmental and Social (E&S) due diligence or environmental screening
- Task 9 Implementation Plan
- Task 10 Final Report and Presentation of Results and Recommendations

Please include any assumptions built (including travel costs & subsistence et al) into the cost proposal.

F. Evaluation Criteria

Criterion	Maximum Points	Score
Technical approach	30	
Capability Statement	20	
Personnel/Staffing	25	
Past Performance/References	25	
Total points	100	

All evaluation factors other than cost and price are more important than cost or price. Cost will be evaluated separately.

G. Estimated Award Timeline

Activity	Estimated Dates
- Request for proposals issued	December 19, 2023
- Deadline to submit questions	February 5, 2024 (5:00 PM EST Time)
- Deadline to submit offers	February 29, 2024 (5:00 PM EST Time)
- Expected start date	March 15, 2024
- Expected completion date	September 30, 2024

ANNEX B – Representations, Certifications and Other Statements of Offerors

NATHAN, A CADMUS COMPANY ANNUAL SUPPLIER REPRESENTATIONS and CERTIFICATIONS

Procurement of material, services and supplies for a United States Government contract requires that prime contractors, subcontractors, and suppliers comply with socioeconomic programs enacted into public law, implemented by Executive Order, and promulgated by Federal Regulations. Representations and Certifications must be completed prior to award of any order(s) to your company and be updated annually.

COMPANY NAME	
ADDRESS, PO BOX, SUITE NO.	
CITY, STATE, ZIP CODE	
PHONE	
FAX	
E-MAIL ADDRESS	
CAGE CODE	
UEI NUMBER	
NUMBER OF EMPLOYEES FOR LAST 12 MONTHS (FAR 52.212-3 (c)(8)(ii)(A)) or	
NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS) CODE (FAR 19.102) NAICS Code listings are also available at your public library, and through the Internet at: http://www.sba.gov/regulations/siccodes/ of Provision)	Enter the 6-digit NAICS Code that most closely represents the product, commodity, or service that your firm is likely to sell to Nathan in the calendar year covered by these representations. NAICS Code:

Please review each statement below and place a check mark in the box that represents your current state of compliance with each requirement. **NOTE: DO NOT LEAVE ANY OF THE SECTIONS BLANK.** Sign and date the last page and return the completed form to the appropriate Nathan Procurement Compliance Office.

(End of provision)

REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (FAR 52.204-10)

The following questions (1-3) apply to first tier sub-award recipients to US Federal Contracts only. If you are not a first-tier sub-award recipient, please skip this section and go to section 2.

1. In the previous tax year, was your company's gross income from all sources under \$300,000?

YES NO

(If your response to item 1 is "No", please skip questions 2 and 3 below and go to section 2)

2. In your preceding completed fiscal year, did you receive:

- a. 80% or more of annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES NO

(If your response to item 2 above is "No", please skip item 3 below and go to section 2)

3. Does the public have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986?

YES NO

Yes (if your response to item 3 is "Yes", go to section 2)

No (if your response to item 3 is "No", complete compensation information as indicated below)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

Name: Position: Salary: (US Dollar)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(b\)](#), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

Critical technology means—

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

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

(d) *Reporting requirement.*

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

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

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

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

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

(End of clause)

Covered Telecommunications Equipment or Services-Representation. 52.204-26
Section 889(a)(1)(A) of Public Law 115-232.

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

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

(End of Provision)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS 52.204-26

Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

- Supplier represents and certifies that it is a small business concern Yes No

Complete only if Supplier represented itself as a small business concern:

Women-owned small business concern (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Veteran-owned small business concern (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Small disadvantaged business concern as defined in 13 CFR 124 (FAR 52.219-8).	<input type="checkbox"/> Yes <input type="checkbox"/> No

- Ownership, please select all that apply

<input type="checkbox"/> Black American		<input type="checkbox"/> Hispanic American	
<input type="checkbox"/> Subcontinent Asian American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	<input type="checkbox"/> Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).		
<input type="checkbox"/> Native American		<input type="checkbox"/> Other	

- North American Industry Classification System (NAICS) (www.naics.com)

Supplier's NAICS CODE	Small business size standard
NAICS	Size

HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (52.226-2)

- The Offeror represents that it is a historically black college or university Yes No

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18)

[An award will not be made to an OFFEROR unless the Offeror, by checking the appropriate block, certifies to either paragraph (a) or (b) of this provision.]

- a. OFFEROR will not supply any end product listed in paragraph C that was mined, produced, or manufactured in a corresponding country as listed for that end product.

PLEASE NOTE: If A is selected, please indicate NONE under "Listed End Product" and "Listed Countries of Origin" in Section C.

- b. OFFEROR may supply an end product listed in paragraph C that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- c. Listed End Product

Listed Countries of Origin

PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6)

- a. The Government suspends or debar Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- b. The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- c. A corporate officer or a designee of the Contractor/Subcontractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
 - 1. The name of the subcontractor.
 - 2. The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
 - 3. The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
 - 4. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment. (d) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
 - i. Exceeds \$30,000 in value; and
 - ii. Is not a subcontract for commercially available off-the-shelf items as defined in FAR 52.209-6.

(End of Provision)

52.222-50 Combating Trafficking in Persons.

As prescribed in [22.1705](#) (a)(1), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

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

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;

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

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

(1) Any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

"Commercially available off-the-shelf (COTS) item" means-

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

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

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

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

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;

- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents, or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

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

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

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

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

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

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

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

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

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

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

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

A. Legally permitted to remain in the country of employment and who chooses to do so; or

B. Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

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

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

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

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

- A. The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- B. The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

- A. Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- B. Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

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

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

- (1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum-

- i. Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- ii. Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- iii. Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- iv. Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

- i. Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- ii. Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- iii. Restrict the Contractor from-
 - A. Conducting an internal investigation; or
 - B. Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

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

- i. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- ii. Has an estimated value that exceeds \$550,000.

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

- i. To the size and complexity of the contract; and

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

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

- i. An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- ii. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
- iv. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- v. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

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

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

- i. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- ii. After having conducted due diligence, either-
 - A. To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 - B. If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(6) *Subcontracts*

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

- i. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- ii. Has an estimated value that exceeds \$550,000.

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

(End of clause)

Signature of Certifying Official from Company:	
Name of Certifying Official from Company:	Click here to enter text.
Title of Certifying Official from Company:	Click here to enter text.
Date of Certification/Signature:	Click here to enter text.

ANNEX C – Certification Regarding Terrorist Financing

Firm Name:

Certification Regarding Terrorist Financing

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The **following** steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website:

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> , or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient, or (iii) is not included in the exclusion list of System for Award Management website www.SAM.gov.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> .

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification

“Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its terms.

FIRM: _____

SIGNATURE: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

ANNEX D – Evidence of Responsibility

Prime Contract # 72011722C00001

USAID Moldova Institutional and Structural Reforms Activity (MISRA)

Subcontractor Evidence of Responsibility Statement

1. Authorized Negotiators

Click here to enter organization name's proposal for the Click here to enter program name may be discussed with any of the following individuals. These individuals are authorized to represent Click here to enter organization name in negotiation of this offer.

Click here to list names of authorized negotiators/signatories.

These individuals can be reached at Click here to enter organization name's office:

Click here to enter organization's address

Click here to enter organization's telephone number

Click here to enter organization's email address

2. Adequate Financial Resources - FAR 9.104-1(a)

Click here to enter narrative providing evidence that the Subcontractor possesses adequate financial resources to perform the subcontract, or the ability to obtain them.

3. Ability to Comply - FAR 9.104-1(b)

Click here to enter narrative providing evidence that the Subcontractor is able to comply with the proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

4. Record of Performance - FAR 9.104-1(c)

Click here to enter narrative providing evidence of Subcontractor's history of performance on previous and current contracts.

5. Record of Integrity and Business Ethics – FAR 9.104-1(d)

Click here to enter narrative providing evidence of Subcontractor's history and record of integrity and business ethics.

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills FAR 9.104-1(e)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, in order to be able to perform under the proposed subcontract and subcontract type. Include, as appropriate, elements such as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by Subcontractor.

7. Equipment and Facilities - FAR 9.104-1(f)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary equipment and facilities, or ability to obtain them, to be able to perform under the proposed subcontract.

8. Eligibility to Receive Award - FAR 9.104-1(g) and 9.108

Click here to enter narrative statement regarding Subcontractor's eligibility to receive an award under applicable laws and regulations. Statement must include Subcontractor's current status with respect to being suspended or debarred, and whether or not Subcontractor is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but is not incorporated in a foreign country, or is a subsidiary whose parent company is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b).

9. Cognizant Government Audit Agency

Click here to enter the Name, address, and phone number of Subcontractor's Cognizant Government Audit Agency. If Subcontractor does not have a NICRA and Cognizant Government Audit Agency, so state, and provide the Name, address, and phone number of Subcontractor's independent certified public accounting (CPA) firm.

10. Subcontractor's Unique Entity Identifier (UEI) and Employer Tax ID Numbers

Subcontractor's UEI Number: [Click here to enter UEI number](#)

Subcontractor's Employer Tax ID Number: [Click here to enter Tax ID number](#)

11. Subcontractor Certification

I hereby certify that the information contained in this Subcontractor Evidence of Responsibility Statement is true and correct to the best of my knowledge and belief.

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX E – Relevant Regulations

Flow Down Clauses from Prime Contract

AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for this activity is “935”. In general, local procurement is authorized subject to the provisions of AIDAR 752.225-71. Information on geographic codes can be found at <http://www.usaid.gov/sites/default/files/documents/1876/310.pdf> . Geographic Code 935 is defined as any area or country including the recipient country, but excluding any country that is a prohibited source.

LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support to fulfill the requirements of this assignment. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury’s OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

MEDEX/MEDEVAC SERVICES

AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007) (Pursuant to class deviation OAA-DEV-2006-1c)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

(d) Contractors are responsible for providing medical evacuation coverage for their employees. Medical evacuation costs are allowable as a direct cost. Medevac services costs are allowable as a direct cost.

AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

RESTRICTIONS AGAINST DISCLOSURE (AAPD 16-02) (MAY 2016)

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

MEDIA AND INFORMATION HANDLING AND PROTECTION (AAPD 16-02) (APRIL 2018)

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

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

“Sensitive Information or Sensitive But Unclassified” (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05- 26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers “Media” means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

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

(c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must develop and implement policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

(1) Proper marking, control, storage, and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper security, control, and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(d) Return of all USAID Agency records.

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

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

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

AIDAR 48 CFR CHAPTER 7 CLAUSES INCORPORATED BY REFERENCE

AIDAR 752.211-70

LANGUAGE AND MEASUREMENT

JUN 1992

LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M/OAADEV-FAR-20-3c and M/OAA-DEV-AIDAR-20-2c) (APRIL 2020)

(a) Definitions. As used in this contract -- "Information Technology" means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

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

(4) The term "information technology" does not include any equipment that is acquired by a

contractor incidental to a contract that does not require use of the equipment.

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

(c) The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(d) Request for Approval Requirements:

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

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

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

SUBMISSION TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014) ADS 302.3.5.21

Please refer to ADS 302, USAID Direct Contracting, Section 302.3.5.22, "Submission of Datasets to the Development Data Library (DDL)" for additional guidance.

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

1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial,

administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b) Submissions to the Development Data Library (DDL)

1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submissions must include supporting documents describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality and explanations of redactions.

2) Unless otherwise directed by the CO or the COR, the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

5) The Contractor must not submit classified data to the DDL.

AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)

As prescribed in AIDAR 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such 04/22/2016 Partial Revision 96 employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

AIDAR 752.229-71 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 reports must contain:
 - i. Contractor name.
 - ii. Contact name with phone, fax number and e-mail address.
 - iii. Contract 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 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 reported in the report for Lesotho (or South Africa).
 - vi. Any reimbursements received by the Contractor during the period in paragraph (b)(iv) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(iv) of this clause received through March 31.
 - vii. The final report is an updated cumulative report if the interim report.
 - viii. Report is required even if the Contractor did not pay any taxes during the reporting period.
 - ix. Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For the purpose of this clause –
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements, and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.

- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where: Submit the reports to Voucher-kyv-ofm@usaid.gov with a copy to the Contracting Officer Representative (COR).
- (e) Sub-agreements: The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants, and other sub-agreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.
- (c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (ADS REFERENCE 350MAA) (JAN 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" at <https://www.usaid.gov/ads/policy/300/350maa>.

PART II – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)". This contract incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may also be accessed electronically at this/these address(es): (FAR) <http://www.arnet.gov/far> and (AIDAR) <http://www.usaid.gov/ads/policy/300/aidar>

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION		
52.202-1	DEFINITIONS	JUNE 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES.	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICT OF INTEREST	JUN 2020
52.204-2	SECURITY REQUIREMENTS	MAR 2021
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM	NOV 2021
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021
52.209-9	UPDATES TO PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	NOV 2021
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-12	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020
52.215-13	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	JUN 2020
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010

52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS LIMITATIONS	JUN 2020
52.215-23	PASS-THROUGH CHARGES	JUN 2020
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2021
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEPT 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKS WITH DISABILITIES	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-50	COMBATting TRAFFICKING IN PERSONS	OCT 2020
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOREIGN PRACTICES FOREIGN CONCERNS	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT (JUL 2013) – ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM	OCT 2018

	FOR AWARD MANAGEMENT	
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-1	DISPUTES (MAY 2014) - Alternate I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	PROTEST AFTER AWARD (ALTERNATE I)	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
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	SEP 2021
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES – COST REIMBURSEMENT – ALTERNATE I	AUG 1987
52.243-2	CHANGES – COST REIMBURSEMENT – ALTERNATE II	APR 1984
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	JUN 2020
52.244-2	SUBCONTRACTS – ALTERNATE I	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020
52.245-1	GOVERNMENT PROPERTY	SEPT 2021
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR CLAUSES (48 CFR CHAPTER 7)

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUL 2007
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASED ACT)	DEC 1991
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL 1997
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	DEC 2014
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	OCT 2017
752.245-71	TITLE AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990

752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7023	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
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

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and must not be binding until so approved.

I.3 FAR 52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Moldova or from which the Contractor or any subcontractor under this contract is exempt under the laws of Moldova, must not constitute an allowable cost under this contract.

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

I.4 FAR 52.203-19 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN 2017)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

I.5 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

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

Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(a) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

I.6 AIDAR 752.7013 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989) [DEVIATION (JUN2020) (DEVIATION NOs. M/OAA-DEV-AIDAR-18-04c (JUNE 2018))]

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

1.7 FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

I.8 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUNE 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR [3.908](#).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award.

I.9 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)

FAR Part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information,

marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment.

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

I.10 FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION #M/OAA-DEV-FAR-22-01c)

(a) Definition. As used in this clause - United States or its outlying areas means— (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplaces published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. While at a USAID workplace, covered contractor employees must also comply with any additional agency workplace safety requirements for that workplace that are applicable to federal employees, as amended (see USAID's COVID-19 Safety Plan and Workplace Guidelines (Safety Plan)).

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part in the United States or its outlying areas.

I.11 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)

a) Definitions

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

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

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

I.12 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013) [(M/OAA-DEVAIDAR- 20-01c) (APR 2020)]

(a) Definitions. As used in this section —

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

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

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

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

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

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

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

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

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

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

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

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

- (i) The individual attends the event on behalf of USAID or as part of USAID's team; and
- (ii) Temporary duty travel is necessary.

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

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

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

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

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

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

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

(f) Documentation.

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

- (i) A brief summary of the proposed event;
- (ii) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- (iii) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- (iv) A list of USAID employees or PSCs attending and a justification for each; and the number of other USAID-funded participants (e.g., contractor personnel);
- (v) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- (vi) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- (vii) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

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

- (1) A description of the event and how the participant(s) will forward the Agency and U.S. Government's policy goals;
- (2) The role the participant(s) will have; and
- (3) The estimated cost to USAID.

I.13 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract's end date.

I.14 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) [(DEVIATION JUN 2020)]

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract. (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, 15 including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

ANNEX F – Quick Start Guide for Getting a Unique Entity ID (SAM)

You can get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you want to only get a Unique Entity ID (SAM) and do not want to complete a full entity registration in SAM.gov, choose one of the following sections that best describes your entity:

Your entity has a DUNS Number and is registered in SAM.gov

If you have an active or inactive registration in SAM.gov today, you've already been assigned a Unique Entity ID (SAM). It's viewable on your entity registration record in SAM.gov. [Learn how to view your Unique Entity ID \(SAM\) here.](#)

Your entity has a DUNS Number and is not registered in SAM.gov

If you currently have a DUNS Number, only need to get a Unique Entity ID (SAM), and do not want to complete a full entity registration in SAM.gov, follow these steps to get a Unique Entity ID (SAM):

1. Go to SAM.gov and select "Sign In" from the upper right corner of the page. If you do not have a SAM.gov account, you will need to create one. SAM.gov uses Login.gov for authentication. More help with using Login.gov [can be accessed here](#). Once you create your user credentials, you will return to SAM.gov to complete your profile.
2. After you sign in, the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button.

Workspace

Entity Management
What do I need for registration?

Entity Registration

0	0	0	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED

Next Update Due: | Due in Next 30 days: 0 Entity Registrations

Unique Entity ID

0	0
ACTIVE	DRAFT

Profile

Downloads

Saved Searches

Following

Pending Requests

No pending requests

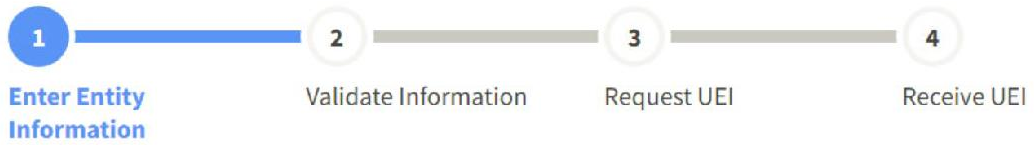
[See All](#)

Notifications

No available notifications

[See All](#)

3. On the next page, enter information about your entity. All fields are required, unless marked as optional.



Enter Entity Information

All the following information will be used to validate your entity, unless marked as optional.

DUNS Unique Entity ID

Legal Business Name

If you are acting on behalf of a limited partnership, LLC, or corporation, your legal business name is the name you registered with your state filing office.

Physical Address

Your physical address is the street address of the primary office or other building where your entity is located. A post office box may not be used as your physical address.

Country

4. On the next page, validate that the information provided is correct. If the information provided does not match your Dun & Bradstreet record exactly, you will be able to proceed. For assistance updating your Dun & Bradstreet record, please contact Dun & Bradstreet.

Deselect the checkbox near the bottom of the page if you want to restrict the public viewing of your entity information in SAM.gov. If you deselect the checkbox, only you and federal government users will be able to view your Unique Entity ID (SAM) record. Other entities and users of SAM.gov will not be able to view your Unique Entity ID (SAM) record. Then, select "Next."

Validate Information

The information you provided matches the following entity:

YOU ENTERED:

Technology Floral Associates, LLC

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] **United States**

WE FOUND THE FOLLOWING MATCH:

Technology Floral Associates, LLC

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] **United States**

- Allow the selected record to be a public display record.

If you feel displaying non-sensitive information like your registration status, legal business name, and physical address in the search engine results poses a security threat or danger to you or your organization, you can restrict the public viewing of your record in SAM.gov. However, your non-sensitive registration information remains available under the Freedom of Information Act to those who download the [SAM.gov public data file](#). Learn more about [SAM.gov public search results](#).



Previous



Cancel



Next

5. On the next page, your entity is validated. You will be asked to certify that you are authorized to conduct transactions on behalf of your entity. Select the checkbox to certify, then select the "Request Unique Entity ID" button.

Request Unique Entity ID

You have completed validation. Select **Request Unique Entity ID** to be assigned a Unique Entity ID.

VERIFIED MATCH:

Northgate Floral Association, LLC ● Public

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] UNITED STATES

Before requesting your Unique Entity ID, please certify under penalty of law that you are authorized to conduct transactions for this entity to reduce the likelihood of unauthorized transactions. Then select **Request Unique Entity ID**.

I certify that I am authorized to conduct transactions on behalf of the entity.

[Request Unique Entity ID](#)

- On the last page, your Unique Entity ID (SAM) will be displayed, and you can begin to use it for your entity.

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID.

B [REDACTED] 3

VERIFIED MATCH:

Northgate Floral Association, LLC ● Public

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] UNITED STATES

Your entity does not have a DUNS Number and today's date is before April 4, 2022

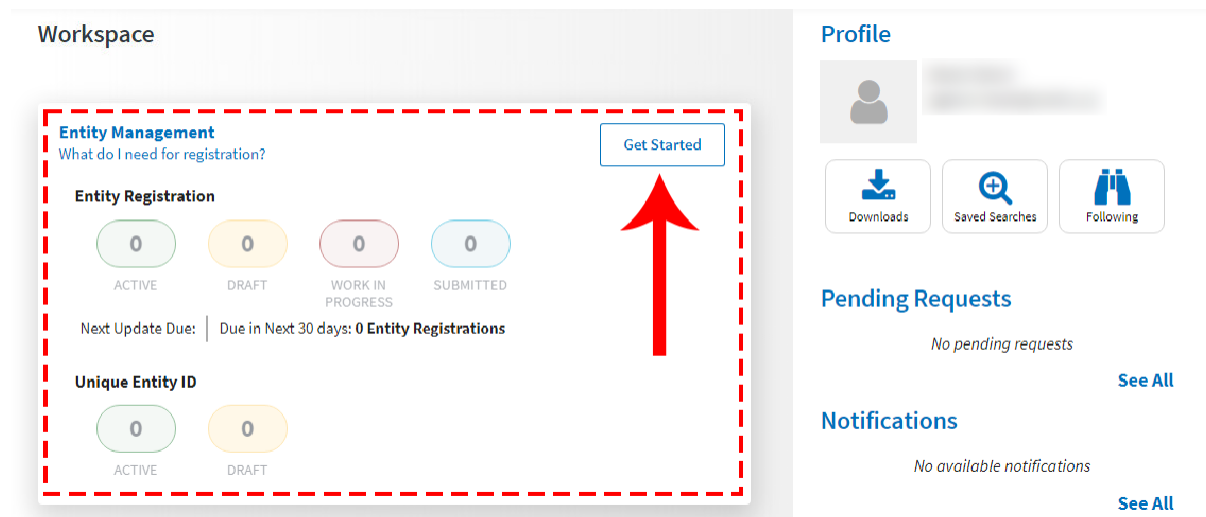
Before April 4, 2022, the DUNS Number issued by Dun & Bradstreet is the authoritative entity identifier used by the federal government. You need to get a DUNS Number first before you can request a Unique Entity ID (SAM).

Go to fedgov.dnb.com/webform to request a free DUNS Number. It can take 1-2 business days before your DUNS Number is issued. When you are assigned your DUNS Number, return to SAM.gov and follow the steps outlined under the [“Your entity has a DUNS Number and is not registered in SAM.gov”](#) section of this guide.

Your entity does not have a DUNS Number and today’s date is after April 4, 2022

Aer April 4, 2022, the federal government will have no requirement for the DUNS Number. You can get a Unique Entity ID (SAM) for your entity on SAM.gov. The Unique Entity ID (SAM) is provided to entities who request to only get a Unique Entity ID (SAM) and to entities who complete an entity registration.

Sign in to your SAM.gov account and the system will navigate you to your Workspace. On the “Entity Management” widget, select the “Get Started” button to begin requesting your Unique Entity ID (SAM).



ANNEX G – Beresti Feasibility Study RFP Q & A

TO: Potential Offerors

FROM: Nathan, a Cadmus Company
USAID Moldova Institutional and Structural Reforms Activity
Contract No. 72011722C00001

DATE: February 15, 2024

SUBJECT: **Responses to Questions on Terms of Reference for the Feasibility Study to Develop a Multimodal Logistics Center at Beresti Railway Terminal**

We have received the following questions in respect to the Terms of Reference for the Feasibility Study to Develop a Multimodal Logistics Center at Beresti Railway Terminal. Our answers are provided below each question.

Q1: As our firm is part of an international network of companies, operating under multiple jurisdictions, we would like to know if it is permissible for us to reference projects executed by our network partners in other jurisdictions and to plan on subcontracting these partners for certain aspects of the project conditioned on winning the tender. Would this approach be acceptable under the eligibility criteria of the RFP?

A1: Under the approved geographic code for the USAID Moldova Institutional and Structural Reforms Activity (MISRA), the authorized geographic code for procurement of goods and services under this contract is 935 (any area or country including the cooperating country, but excluding foreign policy restricted countries) for the prime contract and any subcontracts. See United States ADS Chapter 310 and 311, and 22 CFR 228.

Q2: According to USAID [guidelines](#), it appears as though both US and non-US firms are able to bid on USAID tenders. As our firm is interested in submitting a proposal, I wanted to confirm that this is indeed correct as we proceed with this process.

A2: As noted above in Question 1, both US and non-US firms are eligible to bid on this USAID tender, consistent with 935 authorized geographic code. This includes any country, including Moldova, except foreign policy-restricted countries.

Q3: Could you please specify the primary language for the project deliverables, to be approved by the key stakeholders?

A3: As required in the RFP, the language of the contract is English. The deliverables shall be prepared in English. The final report (study) shall be prepared in both English and Romanian (translation shall be made by qualified personnel, who fully master the terminology of the study). Data and materials to be processed by the contractor are expected to be mostly in Romanian.

Q4: Can MISRA please clarify the language used for communicating with public agency and CFM officials (written and oral communication language)? I.e., will Russian language capabilities also be required, or just English and Romanian? Should the consultant budget for oral interpretation at meetings when required, or will the MISRA translator be available to the consultant?

A4: The majority of Moldovan stakeholders are proficient in both spoken and written English, in addition to proficiency in Romanian and Russian. However, for meetings with Calea Ferata Moldova (CFM, i.e., Moldova Railways), the working-level language is primarily Russian. MISRA will not be able to provide an interpreter or translator to the Offeror; such services are available on the local market.

Q5: Per the RFP, “In September 2023 MISRA presented the pre-feasibility study of the terminal (multimodal logistics center), to provide initial insights into the project's viability and potential. In addition, MISRA also delivered guidelines and recommendations for the subsequent development of a full-fledged feasibility study.” Are there any specific requirements or guidelines regarding the structure of the feasibility study that we need to be aware of, additional to the ones provided under the Moldovan legislation?

A5: Offerors should structure the study as they deem appropriate in alignment with the requirements of the RFP.

Q6: Can I kindly ask you to send the specific TOR for the attached RFP?

A6: The RFP incorporates all terms for Offerors to prepare their technical and cost proposals.

Q7: Does MISRA require any specific technical certifications for firms undertaking this study or the persons signing specific parts of the study?

A7: Offerors should engage staff meeting the “Qualifications” requirements of the RFP. However, the Offerors are encouraged to consider staff members possessing specific technical certifications.

Q8: Regarding site visits under Report I of “Deliverables and Time Schedule”, we foresee one site visit to perform visual inspections during the data gathering phase. Can you please confirm that your understanding is the same?

A8: Upon award of the contract MISRA will facilitate a kick-off meeting with the Offeror and stakeholders (see also the response to the question below about site visits). The schedule of subsequent site visits and the Offeror’s approach should be determined by the Offeror. Please note that, under the “Qualifications” requirements of the RFP, Offerors are expected to consider local expertise during the execution of the feasibility study and are also required to provide a schedule detailing their team’s presence in Moldova for visits or work.

Q9: Will the Ministry of Economic Development and Digitalization (MoEDD) or MISRA be able to facilitate access to the Beresti railway terminal for site visits?

A9: Upon award of the contract MISRA will facilitate a kick-off meeting with the Offeror awarded the contract and local stakeholders. The MoEDD will facilitate access to the site. The schedule of subsequent site visits and the Offeror’s approach may be discussed during the kick-off meeting, and the Offeror will be responsible for organizing and conducting the subsequent site visits.

Q10: Will on-site presence in Romania or Ukraine be required? Given the security situation in Ukraine, will MISRA facilitate access to Ukrainian stakeholders for virtual engagement?

A10: The RFP does not require on-site presence in Romania or Ukraine. The decision and activities of engaging stakeholders virtually on either side of Moldova’s borders is at the discretion of the Offeror.

Q11: Regarding interviews of stakeholders (i.e., MoEDD, etc) under Report I of “Deliverables and Time Schedule”, is there a preference that these are done in-person or can be arranged via web calls?

A11: It is the sole responsibility of the Offeror to determine the form of interviews and whether those are to be performed in-person or via web calls.

Q12: Regarding the preliminary list of sites, under Report 2 of “Deliverables and Time Schedule”, we are expecting to work on 3 to 4 locations maximum. Can you please confirm our understanding?

A12: We confirm that 3-4 locations is feasible, but it is for the Offerors to determine in their proposals what they deem to be appropriate.

Q13: Regarding the workshop with MoEDD, under Report 3 of “Deliverables and Time Schedule” – i.e., to present the initial findings of Tasks 1-3 and refine any assumptions – we are assuming this will be an in-person workshop taking roughly 1/2 a day. Can you please confirm our understanding?

A13: It will be for the Offerors to determine in their proposals what they deem to be appropriate.

Q14: Regarding the ideal layout, under Report 4 of “Deliverables and Time Schedule” – i.e., the ideal site configuration and masterplan, and flow logistics operations for the intermodal rail-road terminal – is it your expectation that the consultant considers various layouts and presents one single option? Or is it expected to present several options for discussion and selection with stakeholders’ participation?

A14: It is preferable to present several options for discussion and selection, with the participation of local stakeholders. The offeror can provide their recommendation and/or ranked ideal layouts.

Q15: Regarding the task to "review international and domestic best practice case studies" under Report 4 of “Deliverables and Time Schedule”, could you please share these documents in advance to understand its structure and details and estimate the effort required?

A15: It will be for the Offeror awarded the contract to determine what they deem to be appropriate for review and sharing. Offerors are encouraged to address their access to international and domestic best practice case studies, if any, in their proposals.

Q16: Regarding the task to "Identify the challenges associated with the implementation of the intermodal rail terminal", under Report 4 of “Deliverables and Time Schedule”, we assume this to be a qualitative evaluation, without any dynamic simulation to identify constraints. Can you please confirm our understanding?

A16: We confirm that a qualitative evaluation of these constraints will be sufficient.

Q17: Regarding the delivery of Report 4 under “Deliverables and Time Schedule” by Month III, we expect the technical, physical, and operational specifications to be derived from the market study, so we would expect this task to execute after the market study is finished. Therefore, we would expect this deliverable to happen on Month IV, rather than Month III. Can you please confirm if this is also your understanding?

A17: We agree that it makes more sense for Report 4 – Technical, Physical, and Operational Specifications – to be delivered in Month IV (instead of Month III). In Month III, the Offeror awarded the contract would submit the Market Analysis and Demand Forecast, and in Month IV they would submit the Technical, Physical, and Operational Specifications.

Q18: Is MISRA able to share the pre-feasibility study previously conducted so we can use it to inform our technical proposal?

A18: The pre-feasibility study found that the base case scenario of the project is financially feasible and recommended proceeding with the detailed full feasibility study. The pre-feasibility study will be shared with the Offeror awarded the contract.

Q19: The SOW notes that the consultant should “examine” origin/destination information. Can MISRA confirm that this data will be made available to the consultant and that the consultant should not plan for surveys to obtain this information?

A19: In respect to the RFP requirements for “Data Collection and Current Conditions Assessment”, conducting surveys and gathering relevant data for the study are part of the Offeror’s tasks.

Q20: Can MISRA clarify whether it has access to relevant trade and transport underlying data (i.e., O-D trade and traffic flows, customs data, truck GPS data, public agency trade and transport records, etc.) and studies that

can be made available to the consultant?

A20: As noted above, conducting surveys and gathering relevant data for the study are part of the Offeror's tasks.

Q21: Under the "Deliverables and Time Schedule" section (page 7), it states that the Contractor will submit three reports (Inception Report, Draft Final Report, and Final Report), while in the table below the statement, it lists 10 report names aligned with the various study tasks. Can MISRA clarify whether milestone submissions are the three reports or the 10 listed in the table?

A21: As required under the section on "Deliverables and Time Schedule", the Offeror will submit the first deliverable, an inception report, within 3 weeks of starting their services detailing the initial work program. This first report will not require delivery of any of the reports enumerated within that section. The second deliverable, the draft final report, should include the reports that are enumerated except for the final report. The third deliverable will be the final report on project completion, which incorporates comments of the Moldovan stakeholders and MISRA, to be completed 2 weeks after receipt of comments. Please note that the deadline for submitting each enumerated report is provided in the right column.

Q22: Please confirm that we should submit 4 (four) documents: 1) technical proposal in word or pdf format; 2) financial proposal with financials in excel format; 3) letter of transmittal in pdf format; and 4) a pdf of signed Annexes B to D, as an attachment to the financial proposal?

A22: As required under Annex A of the RFP, we confirm that Offerors should submit: 1) the technical proposal, which may be in Word, Excel, and pdf formats; 2) the separate financial proposal in Excel; and 3) a letter of transmittal, which may be in pdf format. In addition, the final proposal must be accompanied by signed Annexes B, C and D, which may be submitted together or separately in pdf format. Offerors should ensure meeting all specified requirements.

Q23: Annex D features placeholders, but we cannot fill in the details electronically; the information can only be filled manually. Is there a document version where we can click to enter information, as written in this Annex?

A23: Word doc version of Annex D will be sent out by request. Please email MISRA-Applications@cadmusgroup.com if you run into similar Annex D editing issues.

Q24: Should annexes with detailed CVs and references, should they be included in the end of the technical proposal document, or should they be isolated in a separate word document?

A24: As required under Annex A of the RFP, detailed CVs and references should be included in an appendix to the technical proposal and will not count towards the 20-page limit. Since they do not count towards the page limit, they may be submitted at the end of the technical proposal or in a separate Word document.

Q25: Should the references include only concluded projects or also ongoing (not concluded yet but planned to be concluded in the near future)?

A25: As references, Offerors may include both concluded projects and projects that are underway. Please include the end date of any project not yet concluded.

Q26: Can you please clarify whether the expected completion date should be October 31, 2024 (which is 7 months + a 2 week client review period) vs. September 30 as stated?

A26: As stated in the RFP, "The period of performance for this assignment is 7 (seven) months from the date of signing the contract." September 30, 2024, was merely the approximate end date. The Offeror receiving the award will be allowed a full seven months from the date of signing to complete the contract.

Q27: Can you please clarify whether the 5 past performance forms are included in the 20-page limit?

A27: The past performance forms are not included within the 20-page limit.

Q28: The RFP documents do not have an expert position for trade facilitation. Does MISRA expect that activities on trade facilitation will be supported by MISRA, or are they outside the scope of this assignment?

A28: An expert position for trade facilitation is outside the scope of the RFP.

Q29: Can you please clarify for which experts biodata forms are required?

A29: As required under Annex A of the RFP, "C. Personnel/Staffing", biodata forms shall be completed and attached for the proposed personnel. The personnel should be consistent with the required positions listed under "Qualifications" of the RFP.

Q30: Can MISRA please clarify whether the consultant should budget for a venue for the final report presentation?

A30: MISRA intends to host the presentation of the Feasibility Study either at its office or at the office of MoEDD. All stakeholders will be invited to attend. The Offeror should not budget for a venue for the final report presentation.

Q31: Should travel costs be included in the lump sum amount and provided separately?

A31: As required under Annex A of the RFP, "E. Cost Proposal", the proposal outlines the costs for the menu of services that will be provided under the scope. Cost proposals should show separate line-item costs for each service, and Offerors are asked to please include any assumptions that are built into their costs (including travel costs, subsistence, et al). A breakdown of travel cost assumptions is encouraged.

Q32: Should we include the translation and interpretation services as a separate cost for the entire project or segregated by scope items?

A32: As required under Annex A of the RFP, "E. Cost Proposal", the proposal outlines the costs for the menu of services that will be provided under the scope. Cost proposals should show separate line-item costs for each service, and Offerors are asked to please include any assumptions that are built into their costs ... A breakdown of assumptions for translation and interpretation services is encouraged.

Q33: Will the contract be with CADMUS HEADQUARTERS at: 410 Totten Pond Road, Suite 400, Waltham, MA 02451, or any other subsidiary? If other, can you please share the company details?

A33: The contract will be Nathan Associates, a Cadmus Company. Nathan Associates was awarded the MISRA contract by USAID in 2022, and then acquired by Cadmus in 2023. Nathan Associates is transitioning to becoming the International Development Division of Cadmus. The office of the International Development Division is at: 3100 Clarendon Boulevard, Suite 400, Arlington, VA 22201.

