



REQUEST FOR PROPOSAL (RFP)

Mobile X-Ray Scanning System for Tudora Border Crossing Point (BCP), Republic of Moldova, border with Ukraine (BCP on Ukrainian Side: Starokazacie)

TO: Potential Offerors

FROM: Nathan, a Cadmus Company
USAID Moldova Institutional and Structural Reform Activity

ISSUANCE DATE: April 11, 2024

DEADLINE FOR QUESTIONS: April 17, 2024, 17:00 Moldovan time (GMT+3)

ORIGINAL SUBMISSION DATE: April 30, 2024, 17:00 Moldovan time (GMT+3)

REVISED SUBMISSION DATE: May 13, 2024, 17:00 Moldovan time (GMT+3)

The Moldova Institutional and Structural Reforms Activity (MISRA) is a five-year project that aims to improve the business and trade enabling environment in Moldova by helping Government of Moldova institutions and private sector accelerate the implementation of trade liberalization mechanisms, adopt structural and business enabling reforms, and improve strategic communications between 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 in June 2024.

This RFP is open to qualified companies with experience in similar activity 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 April 30, 2024, 17:00 Moldovan time (GMT+3). 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 idd.misra.applications@cadmusgroup.com.

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

Questions regarding this RFP are due in electronic copy by April 17, 2024, 17:00 Moldovan time (GMT+3). They must be emailed (no phone questions will be accepted) to idd.misra.applications@cadmusgroup.com. Potential Offerors who do not submit questions shall 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 an action is considered to be in the best interest of USAID.

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TECHNICAL INSTRUCTIONS

PROCUREMENT OF A MOBILE X-RAY SCANNING SYSTEM FOR TUDORA BORDER CROSSING POINT (BCP), REPUBLIC OF MOLDOVA, BORDER WITH UKRAINE (BCP ON UKRAINIAN SIDE: STAROKAZACIE)

Approx. Start Date: June 2024

Approx. End Date: approximately 5 (five) months from contract issuance

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.

Activity Overview

Russia's illegal invasion into Ukraine has given rise to significant challenges at border crossing points (BCPs) and ports, leading to disruptions in logistics chains. The destruction of Ukrainian port infrastructure has resulted in the redirection and concentration of goods being transported by land. Consequently, long queues have formed at BCPs, affecting not only Ukrainian and Moldovan borders but also those of the European Union. Businesses are facing numerous obstacles due to these challenges. Therefore, finding effective solutions is imperative to ensure smooth business operations in the region.

An essential step in this direction involves improving customs control equipment, particularly by adopting non-intrusive inspection tools and methods. The existing equipment is outdated, necessitating urgent replacement to enhance border control efficiency and facilitate smoother trade operations. For purposes of this request, a new scanner at a key border crossing for truck freight from Ukraine into Moldova will reduce delays at the border and facilitate trade, while also strengthening regional security.

Having scanners at border crossing points is of utmost importance for several compelling reasons. Advanced technologies enable efficient and effective inspection of goods without invasive physical searches, thereby ensuring a smoother and more efficient border clearance process for transporters and businesses alike. Scanners help reduce congestion at border points, expedite trade, and improve security by detecting those vehicles with potential contraband, illicit substances, and other prohibited items. Furthermore, modernized control measures enhance customs officers' capacities and enable them to focus on the higher-risk targets while speeding up legitimate trade and travel. In today's interconnected world, these technologies are indispensable to maintaining a robust and agile customs service that upholds national security, legitimate trade, and trust in Moldova's government services and economy.

Therefore, MISRA aims to support the Moldovan Customs Service in improving its customs controls at least one border crossing point with Ukraine through the procurement of an x-ray scanner, i.e., for trucks at the Tudora-Starokazacie border crossing point.

SCOPE OF WORK

The scope of work for this request for proposals (RFP) includes the following:

- Delivery and installation of the Scanner X-ray (*hereinafter* “System”)
- Training services
- Warranty service for system
- Warranty service for truck

DELIVERABLES AND TIME SCHEDULE

The Contractor shall submit the following deliverables:

No.	Deliverables	Technical Specification	Unit
1	Mobile X-ray Scanning System	<p><u>The detailed technical specification is provided in Annex G enclosed with this RFP document.</u></p> <p><i>NOTE: All necessary technical documentation, user manuals, maintenance guides etc. must be provided in English versions. There is a preference for providers that are able to provide these documents in Romanian as well.</i></p>	1 unit
2	Training Services	<p>The selected vendor shall provide comprehensive training sessions for a total of 20 operators on the operation and maintenance of the scanning system.</p> <p>The training shall cover all aspects necessary for proficient operation, including but not limited to:</p> <ol style="list-style-type: none"> 1. System setup and initialization. 2. Scanning procedures. 3. Troubleshooting common issues. 4. Maintenance routines and procedures. 5. Safety protocols. <p>Training sessions shall be scheduled at mutually convenient times for both the vendor and the operators. The duration and frequency of training sessions shall be outlined by the vendor in their proposal.</p> <p>The vendor shall provide the necessary training materials, including manuals, guides, and any other relevant documentation. Language: English and Romanian.</p> <p>Training sessions shall be conducted on-site. Training shall be conducted in Romanian or English with the use of an interpreter.</p> <p>Upon successful completion of the training program, operators shall be provided with certification or documentation acknowledging their proficiency in operating the scanning system.</p> <p>The vendor shall employ qualified trainers with expertise in the operation and maintenance of the scanning system.</p> <p>Trainers shall possess excellent communication skills and the ability to effectively transfer knowledge to operators with varying levels of technical proficiency.</p> <p>The vendor must provide Nathan the list of operators trained, confirmed by trainees’ signatures.</p>	1 lot

No.	Deliverables	Technical Specification	Unit
3	Warranty & Maintenance Services for the Scanning System	The Offeror is encouraged to divide the breakdown price of the maintenance & warranty for scanner system for the first 24 months.	24 months
4	Warranty and Maintenance for the Truck	The warranty period for the truck shall not be less than 4 years.	4 years

Delivery and Installation Address:

Exact location within Moldova will be shared with the successful Offeror during final contract negotiations. Terms of delivery: Incoterm rules – DDP Tudora BCP, Moldova.

Other Requirements:

The Contractor will submit progress reports to MISRA every 4 weeks, with a summary of stage of executed works and recommendations for action on issues.

Language of the Contract: The language of the Contract is English.

PERIOD OF PERFORMANCE

The period of performance for this assignment is up to **5 (five) months** from the date of signing the contract.

PAYMENT STRUCTURE

This will be a Firm Fixed Price contract.

The Offeror/offeree is encouraged to propose a relevant and reasonable payment scheme which will be subject to negotiation and approvals. Nathan prefers flexible payment terms. Nathan prefers to divide payment for deliverables, as well as the scanner, into multiple payments.

Illustrative Payment Structure:

The phases below are illustrative and only provided to serve as an example of flexible payment terms. Final payment terms will be discussed during the pre-award negotiation phase. Offerors can submit any payment terms at their discretion.

Phase #1 – up to 30 days after the award of Purchase Order/Agreement.

Design and Specification Approval: Upon awarding the contract, the vendor is expected to submit detailed designs and specifications of the mobile scanner for review and approval by the project team.

Phase #2, divided as follows:

- *Phase #2a – X days after the award of Purchase Order/Agreement. Delivery and Installation: The vendor is required to deliver and install the mobile scanner at the designated locations as per the technical specifications. Payment for phase #2 (20% payment of the total amount of award) will be triggered upon successful delivery, installation, and verification that the equipment is fully operational and meets safety and regulatory standards.*
- *Phase #2b - Expedited production and delivery –25% of the total award will be paid only when delivery is completed according to agreed delivery dates.*

Phase #3. – up to 150 days after the award of Purchase Order/Agreement and linked to successful delivery under Phase #1 and #2 (50% payment of the total amount of award)

On-Site Acceptance Testing, Training and Documentation: After installation, the vendor is responsible for conducting On-Site Acceptance Testing (SAT) in the presence of project representatives to confirm that the mobile scanner operate effectively in the actual operational environment.

Training and Documentation: The vendor is required to provide comprehensive training to Customs Service personnel on the operation, maintenance, and troubleshooting of the mobile scanners. Additionally, the vendor should deliver all necessary documentation, including user manuals and maintenance guides.

Payment for phase #3 will be achieved upon the successful completion of SAT, formal acceptance by the project team, successful completion of training and documentation of the delivery. The proposal shall fully correspond to the specifications listed above and in Attachment A to this RFP.

Phase #4. *Service Agreement for 24 months - (5% payment of the total amount of award)
The vendor must provide the recommended servicing contract for at least 24 months after installation that will be novated to State Customs of Moldova or other Moldavian government partners who own the equipment once MISRA completes the ownership of the scanner.*

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, the 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 a plan 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 April 30, 2024, 17:00 Moldovan time (GMT+3). Tables or charts in MS Excel format shall 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 idd.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. Additional tables, technical instructions, not to exceed two pages in length each, shall be included in an appendix to the technical proposal.

A separate financial proposal shall be provided. No price information shall be provided in the technical proposal (including any assumptions.) Detailed specifications of the technical and financial proposals are shown below. **Offerors must submit a financial proposal along with their technical approach, which shall be in a separate email. The financial proposal must include payment options.**

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
- Unique Entity Identifier
- 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:

- Proposals will be evaluated for solution quality based on the requirements of the RFP and the Offeror's technical ability to deliver an acceptable solution. Offeror demonstrates technical competency and product specifications that demonstrate superior quality, product robustness, warranty, efficiency & performance, service ability, and safety and security. The proposed equipment and vendor shall be suitable and adequate to deliver solutions for use within the Moldovan market.
- Offeror must be authorized distributors for the brand/manufacturer of equipment they are proposing in their proposal. Offerors may propose to bid with a servicing partner to compete for the service deliverable in the scope but must explain their relationship with the service provider and past work with them.
- Official representatives and service center for maintenance & technical support for equipment (including engineers authorized by the manufacturer), on the territory of the Republic of Moldova, must be confirmed and assured.
- Offers shall propose their recommended 5-year service package.

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

The technical approach shall not exceed twenty (20) pages.

B. Delivery Schedule and Timeline

The Offeror shall specify the timelines when the appropriate equipment will be delivered and installed at the designated location. Offerors will be evaluated on how quickly and reliably they are able to deliver the equipment. An expedited delivery schedule is a determining factor of evaluation. A timeline or Gantt chart for the activities required to execute the activity shall be provided as part of the offer.

The delivery schedule and timeline should be a part of the technical approach and does count against the twenty (20) page limit.

IMPORTANT: Terms of delivery: Incoterm rules – DDP Tudora BCP, Moldova.

C. Servicing and Maintenance

The Offeror shall demonstrate the ability and capacity to provide servicing and maintenance during the life of the product in Moldova. The Offeror shall indicate the typical lead time for servicing and maintenance after the request. The Offeror shall indicate the availability of offline diagnostics and support options. **Indicate presence in Moldova of authorized staff or partners to provide servicing and maintenance.**

Indicate how long spare parts for the proposed model will be available on the market.

The official service center for the technical maintenance of the transport vehicle & Scanner System Mobile (SSM) shall have a representation in Moldova, and will include but not limited to the following:

- 1.1. *The minimum warranty period for the scanning system is 24 (twenty-four) months.*
- 1.2. *The response time during the warranty period and during the contract period for equipment failure shall not exceed 24 hours.*
- 1.3. *The response time during the warranty period and during the contract period for technical maintenance shall not exceed 72 hours.*
- 1.4. *If the Scanner System Mobile (SSM) is not operational for two or more weeks during the warranty period, the warranty is extended for the downtime period.*
- 1.5. *Software updates for the SSM and image processing must be provided free of charge during the warranty period, including security error corrections. Updates shall be installed within one month of becoming available.*
- 1.6. *Spare parts for the equipment must be available for a period of at least 10 years after the equipment is received.*
- 1.7. *During the service life of the mobile scanner, web-based software for managing services/failures with all necessary equipment and network connections must be provided.*

The Service and Maintenance should be included as an annex to the technical approach and does not count against the twenty (20) page limit.

D. Past Performance and 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 (at

least 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. Past performance and references submissions should be limited to ten (10) total pages.

Note: it is possible that confidential examples will not be considered, because they cannot be tracked or verified, except in cases where at least the contact information is indicated, so that later confirmation can be obtained.

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
- The Offeror must provide a list of at least five (5), in the past five years, awards of similar work and complexity. The information shall be supplied as a table and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, a description of any problems encountered and how it was resolved, and a current contact phone number of a responsible and knowledgeable representative of the organization.

The Past Performance and References should be included as an annex to the technical approach, does not count against the twenty (20) page limit, and should be limited to ten (10) pages as an annex.

Technical Criteria

Technical Evaluation Criteria listed in order of importance
Technical Specifications
Delivery Schedule and Timeline
Servicing and maintenance
Past Performance

E. Price Proposal

Offerors must submit a price volume in a separate email file from the technical. This volume shall include the narrative in MS word, and the pricing in Microsoft Excel, **outlining the price for the menu of services that will be provided under the scope. Price proposals shall show separate line-item prices for each service.** Price estimates and payment terms for the following services (per the tables in the Technical Instructions in this document) are required:

1. Deliverable #1: Delivery and installation of the Scanner X-ray.
2. Deliverable #2: Training services.
3. Deliverable #3: Warranty service for the system (for 24 months, amount split per 12 months each).
4. Deliverable #4: Warranty service for truck (period: at least 4 years).

Price proposals may be more detailed than the four deliverables provided. Please include any assumptions made (including payment terms, travel & subsistence, include any installation/assembly, setup services, any logistics, final delivery, equipment insurance and training services if required, et al) into the price proposal. Price proposals will be evaluated against internal market research on reasonableness and best value.

The Offeror is encouraged to propose a relevant and reasonable payment scheme which will be subject to negotiation and approvals. Nathan prefers flexible payment terms. Nathan prefers to divide payment for deliverables, as well as the scanner, into multiple payments.

F. Estimated Award Timeline

Activity	Estimated Dates
- Request for proposals issued	April 11, 2024
- Deadline to submit questions	April 17, 2024, 17:00 Moldovan time (GMT+3)
- Deadline to submit offers	April 30, 2024, 17:00 Moldovan time (GMT+3)
- Expected start date	June 2024
- Expected completion date	Up to five months from the date of contract issuance

Best and Final Offer (BAFO)

Nathan reserves the right to proceed to a Best and Final Offer (BAFO) phase of the procurement process following the initial evaluation of proposals received in response to this Request for Proposal (RFP).

Upon completion of the initial evaluation, Nathan may identify a subset of potential bidders whose proposals demonstrate exceptional merit and alignment with the project objectives. These selected bidders will be invited to participate in the BAFO phase.

The BAFO phase serves as an opportunity for selected bidders to revise and enhance their proposals, taking into account feedback provided during the initial evaluation process. Bidders may be requested to address specific concerns or provide further clarification on certain aspects of their proposals.

Bidders selected to participate in the BAFO phase will be notified in writing, detailing the rationale for their selection and providing guidance on the submission requirements and timeline for the revised proposals.

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)	
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/siccode des/ . 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 it 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-

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

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

(d) *Notification.*

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

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

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

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

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

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

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

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum-

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

prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

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

(h) *Compliance plan.*

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

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

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

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.

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).

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.

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) [FAR | Acquisition.GOV](http://FAR.Acquisition.GOV) and (AIDAR) <http://www.usaid.gov/ads/policy/300/aidar>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION	
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES.	JUN 2020
52.203-8	CANCELLATION, RESCISION, 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
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	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	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
52.210-1	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
52.215-17	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
52.222-21	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	JUN 2020
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING 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
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
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
52.242-13	BANKRUPTCY	JUL 1995
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
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
52.249-14	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
752.7002	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
752.7033	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	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.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 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

I.5 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPEMENT (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.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.

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

You can get a Unique Entity ID (UEI) 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 (UEI).

If you want to only get a Unique Entity ID (UEI) 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 (UEI). It's viewable on your entity registration record in SAM.gov. [Learn how to view your Unique Entity ID \(UEI\) here.](#)

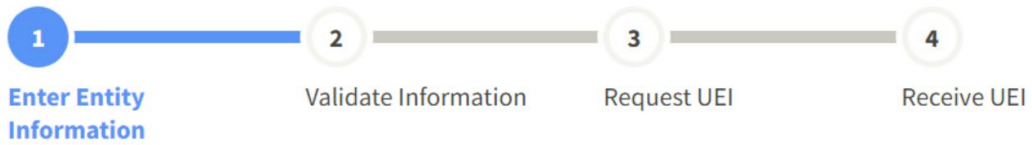
Your entity has a DUNS Number and is not registered in SAM.gov

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

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. 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.

The screenshot displays the SAM.gov Workspace interface. On the left, the 'Workspace' section contains the 'Entity Management' widget, which is highlighted with a red dashed border. This widget includes a 'Get Started' button in the top right corner, indicated by a red arrow. Below the button, there are two sections: 'Entity Registration' with four status buttons (ACTIVE, DRAFT, WORK IN PROGRESS, SUBMITTED) and 'Unique Entity ID' with two status buttons (ACTIVE, DRAFT). On the right side of the workspace, there is a 'Profile' section with a user icon and three buttons: Downloads, Saved Searches, and Following. Below the profile are sections for 'Pending Requests' (No pending requests) and 'Notifications' (No available notifications), each with a 'See All' link.

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 (UEI). Other entities and users of SAM.gov will not be able to view your Unique Entity ID (UEI). 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:

Technology 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 (UEI) 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:

Technology Floral Association, LLC ● Public

DUNS Unique Entity ID
[REDACTED]

Physical Address
[REDACTED]
[REDACTED] UNITED STATES

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

The screenshot displays the SAM.gov Workspace interface. On the left, the "Entity Management" widget is highlighted with a red dashed border. It features a "Get Started" button in the top right corner, indicated by a red arrow. Below the button, the widget is divided into two sections: "Entity Registration" and "Unique Entity ID".

Entity Management
What do I need for registration?

Entity Registration

ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED
0	0	0	0

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

Unique Entity ID

ACTIVE	DRAFT
0	0

Profile

Downloads | Saved Searches | Following

Pending Requests
No pending requests
[See All](#)

Notifications
No available notifications
[See All](#)

ANNEX G – Technical Specifications

Technical Specifications for a Mobile X-Ray Scanning System for Tudora Border Crossing Point (BCP), Republic of Moldova, border with Ukraine (BCP on Ukrainian Side: Starokazacie)

№	The minimum technical parameters and requirements:
I. General	
	<p>The mobile X-ray inspection system (<i>hereinafter referred to as System</i>) shall be constructed on a truck platform, allowing it to be driven on public roads. This self-contained unit must be equipped with all essential features and equipment necessary for conducting inspections at various locations, including border crossings, and roadside checkpoints. This design shall facilitate safe and efficient non-intrusive inspections of a diverse range of vehicles, encompassing truck-mounted cargo containers, passenger vehicles, semi-trailers, trailers (<i>hereinafter referred to as vehicles</i>). The system shall possess, but not limit to, the capability to detect and display contraband items such as organic, inorganic, mixed materials, including weapons, explosives, narcotics and tobacco products for effective security measures.</p> <p>The System must be of European or US origin and must comply to Republic of Moldova legislation and requirements.</p>
	<p>The system must be easily and rapidly transportable. The system shall be capable of providing 100% scanning coverage of the vehicles, including the chassis, cab, area for placing cargo or equipment, axles, suspension and roadwheels, engine and drivetrain. The installation and relocation of the system shall not require any additional construction work for the scanning system itself.</p>
	<p>The size of the area occupied by the system in the folded state: Length - not more than 11 meters Width - not more than 2.6 meters Height - not more than 4 meters.</p>
	<p>The size of the area occupied by the installation in the unfolded state: Length: not more than 11 meters Width: not more than 8 meters Height: not more than 6 meters.</p>
	<p>The weight and dimensions of the entire system must not exceed the permissible limit for free circulation on the territory of the Republic of Moldova.</p>
	<p>The equipment must be able to operate on slopes of up to 4%.</p>
	<p>Degree of protection of the scanning system against external conditions not lower than IP65.</p>
	<p>The scanning system shall operate outdoors 24 hours a day, 7 days a week, designed for operation in climatic conditions with ambient temperatures ranging from -30°C to +55°C and air humidity up to minimum 95% without condensation, able to withstand wind speeds of at least: 40 km/h.</p>
	<p>All equipment components located in the open air must be protected against corrosion according to marine standards. The equipment shall undergo additional anti-corrosion treatment.</p>

	All sound sources, including sirens and other devices (<i>considered as complementary and mandatory for System</i>), shall have a maximum sound level of 70 dB. The volume of the siren of the device shall be adjustable/disconnected from the operator's control.
	The equipment, including its core software and mechanical components, must be protected against unauthorized access.
	Power Supply - the distribution of electrical power must be carried out through a central electrical panel, including circuit breakers, electrical cables, and necessary circuits. The power supply shall be 3 phases, 400 V $\pm 10\%$, at a frequency of 50 Hz $\pm 0.5\%$. The maximum power consumption of the system shall be 50 kVA. The scanning system must have its own power source, which shall ensure operation for at least 15 hours. The system shall also be capable of being powered from a ground source. The connection cable shall be no less than 50 meters in length.
	Year of manufacture - brand new models and equipment manufactured not older than the second half of 2023. Prototypes or refurbished units not accepted.
	Delivery, installation, connection, and commissioning at the Tudora BCP, Republic of Moldova, border with Ukraine (BCP on Ukrainian side Starokazacie). Training for a group of personnel (group size not exceeding 20 individuals). The training shall include theoretical and practical sessions with knowledge assessment and the issuance of appropriate certificates to system operators.
	Warranty period of operation - a minimum of <u>24 months</u> . In case the supplier is not the manufacturer, the supplier must provide duly certified documents confirming the warranty commitments from the manufacturer.
	Life cycle of the system - the proposed mobile X-ray inspection system life cycle of the system shall be at least 10 years, during which the availability of spare parts must be guaranteed.
	For operational conditions in the field, the system must be equipped with a generator that ensures optimal system functionality.
II. Truck	
	The mobile X-ray system must be installed on a standard vehicle with the necessary number of axles for the balanced distribution of the vehicle's weight to allow for free circulation on the territory of the Republic of Moldova and powered by a diesel/gasoline engine with the necessary capacity to correspond to the vehicle's weight.
	Year of manufacture - brand new, non-reconditioned, manufactured no older than the second half of 2023. Prototypes or refurbished units not accepted.
	The Truck must be of European or US origin and must comply to Republic of Moldova legislation and requirements.
	Minimum emissions class EURO 5.
	The manufacturer of the truck must have an official dealer registered and operating in Republic of Moldova as well as authorized service.
	The truck must have left-hand drive.
	The driver's cabin of the truck must have three seats.
	The driver's cabin of the truck must be equipped with an air conditioning system.

	The truck must be equipped with winter-summer tires (all-seasons set- 1 set).
	The warranty period for the truck shall not be less than 4 years.
III. Scanning system	
	Throughput capacity - drive-by mode scanning method with the capability to scan in two directions. Scan throughput will be not less than 20 vehicles (up to 18-meter in length) per hour when scanning one vehicle at a time and with immediate supply of vehicles ready to be scanned.
	Tunnel size: Width: 4000 – 5500 mm Height: 5000 – 5550 mm
	Maximum dimensions of the scanned vehicle - the scanning system must be able to scan vehicles with the following dimensional limits: Length – Unlimited (within road limits) Width – Up to 2.8 meters Height – Up to 5.0 meters
	The system must have the capability to scan at a minimum height of ≤ 0.40 meters from the ground closest to the detectors.
	Start-up time of the system in standard operating environment - no more than 20 minutes (calculated from the time of arrival until the start of the first scanning).
	Warm-up time - no more than 20 minutes.
	Warm-up time from cold soak - no more than 90 minutes.
	Type of X-ray Source - X-ray radiation is generated by a linear accelerator based on a solid-state modulator that allows for differentiation between organic and inorganic substances. Systems using radioactive sources are not considered.
	The energy of the X-ray source must be minimum 6 MeV (inclusive).
	Penetrating ability through steel (-S) - not less than 310 mm.
	Wire Resolution (-S) - not less than 1.2 mm.
	Scan Speeds (Drive-by-Mode) shall be within the parameters 0.13 -0.4 m/s in the forward or reverse direction.
	Imaging performance - the technical parameters comply more than or at least cover the operating capability for the scan speed requirement of 0.4 m/s.
	Spatial resolution - not more than 4 mm (H) x 4 mm (V) in pass-by mode.
	Contrast ratio - the expected contrast ratio shall be less than or equal to 1% for steel with a thickness of 100 mm.
	The scanning system must detect a copper wire with the following specifications: Thickness of 1 mm within cavities. Thickness of 3 mm within steel with a thickness of 100 mm. Thickness of 4 mm within steel with a thickness of 200 mm.

	The scanning system must be capable of differentiating organic materials, low-density inorganic materials, and high-density inorganic materials, displaying them with distinct colors. This differentiation shall be achieved through penetration depth and image quality. To better classify various materials, the system shall provide a color map based on the continuous assessment of the atomic number (Z).
	The radiation safety system of the mobile X-ray scanning system must ensure the protection of personnel and the public from ionizing radiation used in the complex and comply with the norms of radiation safety according to the Moldovan and EU legislation.
	Designed and manufactured to applicable international and local safety standards and regulations.
	Outside the radiation protection zone of the X-ray device, the effective dose shall not exceed 200 $\mu\text{Sv}/\text{year}$. Once a year, inspections of the equipment are carried out with the customer's representative, and a corresponding report is prepared.
	Radiation safety requirements are derived from the Norms of Radiation Safety in Republic of Moldova. The time-averaged radiation level at the edge of the radiation protection zone shall not exceed 0.5 μSv during scanning.
	The radiation dose to the object being inspected shall not exceed 20 $\mu\text{Sv}/\text{hour}$ for a single scanning.
	The scanning system must have an audible and visual alarm that activates during the X-ray emission.
	Monitoring of dose power - the scanning system must have three dosimeters: built-in (integrated) and two manual (mobile) units.
	The scanning system must be equipped with a closed-circuit video surveillance system and surveillance cameras that can operate both day and night to allow the operator to view all areas within the security perimeter. Driver shall also have access to view all the areas during truck handling process. A minimum of 4 (four) video cameras must be positioned on the scanning system (placed at the front, rear of the system, and on both sides of the boom). They shall have an IP66 protection rating and operate at temperatures ranging from -40°C to $+55^{\circ}\text{C}$.
	The scanning system must have at least 5 (five) emergency shutdown buttons easily accessible to be able to disconnect the entire system in case of an emergency.
	The scanning system must have protective locking mechanisms.
	The scanning system must have radiation hazard warning symbols, speed limit signs, and vehicle size restriction signs. To designate the hazardous zone of the X-ray equipment, the apparatus is equipped with portable cones (at least 50 cm in height) - 10 pieces.
	The system must be equipped with sensors to prevent collisions with the crane arm and sensors to check whether the dimensions of the scanned object are exceeded.

	In the control room, there shall be an installed radiation flux detection and measurement system with an automatic scanning halt function when the radiation dose exceeds the permissible limit for the population.
	The radiation control area is based on ANSI N43.16 and ANSI N42.46 with area dimensions conservatively calculated using maximum system throughput and occupancy factors to achieve an annual dose below 1 mSv (members of the public dose limit).
	Unshielded Radiation Control Area - 50 meters (beam direction) x 40 meters (scan direction) in drive-by-mode with 25 trucks per hour scanned.
	The maximum dose that operators receive at their workplaces shall not exceed 0.5 μ Sv/h (micro sieverts per hour).
	The dose at the boundary of the controlled area shall not exceed 0.5 μ Sv/h (microsieverts per hour).
	The system must have WIFI category 6.
	The manufacturer of the scanning system must have an official representative, service center, and engineers certified by the manufacturer in the Republic of Moldova.
IV. Software for the scanning system	
	Equipment data systems must require entry with a personal identifier. Authorization can be based on a username and password.
	If the system use is licensed, at least licenses for 4 operators shall be included.
	Licenses for 4 operators for image processing software are required for connecting remote operators outside the scanning system installation location.
	The equipment must be equipped with diagnostic software that operates in real-time mode to detect and analyze technical errors.
	The functions of the image processing software shall include, but not be limited to: <ul style="list-style-type: none"> • input and storage of operator work information • automatic retrieval of data from the X-ray detector • generation of real-time shadow X-ray images • adjustment of image brightness and contrast • predefined settings for dark and light objects • ability to zoom in on the image from 2 to 16 times and enlarge selected areas • pseudo-color representation based on optical density with a choice of color palette • dual-energy imaging with automatic color coding of materials using a continuous color map (unlimited colors) to distinguish organic, inorganic, and metallic materials • enhancement of image contrast • gradual edge enhancement and sharpness adjustment • pseudo-relief effect

	<ul style="list-style-type: none"> • ability to mark suspicious objects with comments • ability to adjust markings on suspicious areas individually • selection and framing of suspicious areas on the X-ray image using the mouse • independent image processing for each scanned area, separate from other areas and the main image • image inversion • measurement of linear dimensions • display of scanning date and time • generation of reports with image analysis results, saved alongside snapshots • export of images in PNG, JPEG, and TIFF formats • a scan counter • printing of the shadow X-ray image or selected parts • comparison mode, allowing the retrieval of saved images to be displayed simultaneously with the active image. • pause and stop modes for image reception on image analysis workstations.
	<p>The system shall have an interface (API) for interaction with the customs clearance information system using the SOAP or REST protocol.</p>
	<p>All interfaces and documentation must be provided in the English languages.</p>
<p>V. Operator's workstations</p>	
	<p>The scanning system must be equipped with an operator's workspace, which shall be an integral part of the system. The operator's workspace shall include a minimum of 2 (two) workstations with installed software for real-time image analysis to monitor the system, work with documents, analyzing images, printing, and scanning on an A4 format multifunctional device, as well as providing life support for personnel when working with equipment. The operator's room can optionally be equipped with an additional workstation.</p>
	<p>The operator's workspace shall be equipped with a heater, air conditioner, and lighting for the normal operation of personnel.</p>
	<p>The scanning system must be equipped with radio communication systems for operator communication. The minimum number of terminals is two (2).</p>

Within the mobile scanner, workplaces for 2 operators must be organized. For this purpose, they will be equipped with 2 workstations with a display of at least 42" with UltraHD resolution. Additionally, the MS Office Home & Business 2021 (En) package will be installed on both workstations. Additionally, in the space allocated to the operators, a network A4 multifunctional printer with scanning and copying functions will be installed.

The Offeror will include in the delivery set the specialized software for capturing, processing and storing the scanned images. In addition, the Offeror will provide the computing equipment necessary for the operation of the system (server, storage), as well as the creation of the local network for connecting all computing equipment (server, storage, workstations, multifunction printer). To ensure the uninterrupted operation of the computing equipment, an uninterrupted power supply system will be installed, which will ensure the operation of the equipment for at least 20 minutes. When calculating the space for storage, the indicator of 200,000 scanned images per year and the need to keep images for at least 3 years will be taken into account.

All equipment must be secured to the floor/walls, to ensure its stability and prevent it from swaying or tipping over.

VI. Training

The Offeror/offeror shall provide comprehensive training sessions for a total of 20 operators on the operation and maintenance of the scanning system.

The training shall cover all aspects necessary for proficient operation, including but not limited to:

1. System setup and initialization.
2. Scanning procedures.
3. Troubleshooting common issues.
4. Maintenance routines and procedures.
5. Safety protocols.

- Training sessions shall be scheduled at mutually convenient times for both the vendor and the operators.
- The Offeror/offeror shall provide the necessary training materials, including manuals, guides, and any other relevant documentation. Language: English and Romanian.
- Training sessions shall be conducted on-site. Training shall be conducted in Romanian or English with the use of an interpreter.
- The duration and frequency of training sessions shall be outlined by the vendor in their proposal.
- Upon successful completion of the training program, operators shall be provided with certification or documentation acknowledging their proficiency in operating the scanning system.
- The Offeror/offeror shall employ qualified trainers with expertise in the operation and maintenance of the scanning system.
- Trainers shall possess excellent communication skills and the ability to effectively transfer knowledge to operators with varying levels of technical proficiency.
- The vendor must provide Nathan the list of operators trained, confirmed by trainees' signatures.

VII. Compliance with Standards and Certificates

The scanning system must have a CE certificate.

	The manufacturer of the X-ray scanner must have an ISO 9001 quality management certificate.
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