



YO' CARE SOUTH SUDAN

<https://www.yocare.org/>

**TENDER NOTICE
FOR
SUPPLY OF ICT EQUIPMENTS FOR YO' CARE SOUTH SUDAN**

Subcontract Agreement No: 3492-0003

Tender Notice No. (001/2021)

PROJECT:

USAID/South Sudan Advancing HIV & AIDS Epidemic Control (AHEC) Activity in South Sudan.

KEY DATES:

REMARK

| | | |
|--------------------------------------|------------------------|-----------------------------------------------------------------------------------------|
| Date of Issue of Tender Documents | March 31, 2021 @2:00pm | |
| Last date for submission of Tenders: | April 9, 2021 @ 3:00PM | |
| Date of Opening of Tenders: | April 9, 2021 @ 4:00PM | Due to COVID-19 restrictions, tenders opening will be done in absence of the tenderers. |

Publication reference: USAID/AHEC/YoCare/001/2021

March 2021

Communications on this subject

Should be addressed to:

CONTRACTS, PROCUREMENT & LOGISTICS (CPL) OFFICER
*and the following Number Quoted: **USAID/AHEC/YoCare/001/2021***

VISTING & MAILING ADDRESS:

Mr. Atuka Wuor

Contracts, Procurement & Logistics (CPL) Officer

Yo' Care South Sudan

Office No. 66 and 67, 5th floor,

LCB Building Mahatta Yei Road, Near Hass Petrol Station

E-mail: tenders@yocare.org

Telephone: +211 922 222 906

P. O. Box 433 Juba – South Sudan

**SUBJECT: INVITATION TO TENDER FOR SUPPLY OF ICT EQUIPMENT FOR
YO' CARE SOUTH SUDAN UNDER AHEC, 2021.**

This is an invitation to tender for the above mentioned supply under funds provided by USAID's funded AHEC Activity in South Sudan. Please find enclosed the following documents, which constitute the tender dossier:

- A. INSTRUCTIONS TO TENDERERS**
- B. ATTACHMENT – FUNDER FLOWDOWNS**
- C. SUBCONTRACT FORMAT**

We look forward to receiving your tender before the submission deadline at the address specified in the documents.

Yours sincerely


.....
Dr. Yohanis Riek

Chief Executive Officer

Yo' Care South Sudan

Office No. 66 and 67, 5th floor,

LCB Building Mahatta Yei Road, Near Hass Petrol Station

E-mail: tenders@yocare.org

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A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: USAID/AHEC/YoCare/001/2021

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the subcontract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of subcontract financed under this call for tenders, in conformity with the provisions of contract procedures for USAID funded projects.

1. Supplies to be provided

The subject of the subcontract is the supply, delivery, installation, and commissioning by the Supplier of the following ICT Equipment, goods or services:

| LOTS | ITEM DESCRIPTION | QUANTITY |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| LOT# | Supply of ICT Equipment for Yo' Care under AHEC_Sub-Contract No. (3492 -0003) | |
| 1.1 | HP Laptops with the following specifications (13.30-inch, Core i5 7th Gen 7200U. RAM. 8GB; Intel Integrated HD Graphics 620 and Hard disk. 500GB Connectivity. Wi-Fi standards supported. 802.11 b/g/n/ac with Web Camera inputs. | 4 |
| 1.2 | Samsung Galaxy Tab S7/S7+, Wi-Fi, Mystic Bronze - 512GB | 2 |
| 1.3 | HP Laserjet Pro 500 Color MFP m570dn; Network and Wireless All-in-One Laser Printer, Remote Mobile Print, Scan & Copy, Duplex Printing | 1 |
| 1.4 | Nikon D750 DSLR Camera w/Video Capture Capability | 1 |

- The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- Tenderers are not authorised to tender for a variant in addition to the present tender.

4. Time table

| Procedures | DATE | TIME* |
|---------------------------------------------|----------------|----------------|
| Clarification meeting / site visit (if any) | Not applicable | Not applicable |

| | | |
|----------------------------------------------------------------------------|----------------|---------|
| Deadline for request for any clarifications from the CPL Department | April 7, 2021 | 4:00 PM |
| Deadline for submission of tenders | April 9, 2021 | 3:00 PM |
| Tender opening session | April 9, 2021 | 4:00 PM |
| Notification of award to the successful tenderer | April 12, 2021 | - |
| Signature of the Subcontract with Yo' Care | April 14, 2021 | - |

***All times are in the time zone of South Sudan.**

5. Participation:

- 5.1 Participation in tendering is open to all legal persons or companies participating either individually or in a grouping (consortium) or tenderers which are legally established in the Republic of South Sudan.
- 5.2 These terms refer to all nationals of the Republic of South Sudan and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of the Republic of South Sudan and having their statutory office, central administration or principal place of business in South Sudan.
- 5.3 These rules apply to:
- a) Tenderers
 - b) Members of a consortium
 - c) Any subcontractors.
- 5.4 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Yo' Care that they comply with the necessary legal, technical and financial requirements and have the means to carry out the supply subcontract effectively.
- 5.5 If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

6.0 Origin

- 6.1 When submitting its tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. It may be asked to provide additional information in this connection.

7.0 Type of contract

Unit price

8.0 Currency

Tenders must be presented in United States Dollars.¹

9.0 Lots

9.1 The tenderer may submit a tender for one lot, several or all of the lots.

9.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

9.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

9.4 Contracts will be awarded lot by lot, but Yo' Care South Sudan may select the most favourable overall solution after taking account of any discounts offered.

10.0 Period of validity

10.1 Tenderers shall be bound by their tenders for a period of **90 days** from the deadline for the submission of tenders.

10.2 In exceptional cases and prior to the expiry of the original tender validity period, Yo' Care may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

10.3 The successful tenderer will be bound by its tender for a further period of **60 days**. The further period is added to the validity period irrespective of the date of notification.

11.0 Language of offers

11.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Yo' Care South Sudan must be written in the language of the procedure which is English.

¹ The currency of tender shall be the currency of the subcontract and of payment.

- 11.2 If the supporting documents are not written in one of the official languages of South Sudan, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the Republic of South Sudan other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

12.0 Submissions of tenders

- 12.1 Tenders must be received before the deadline specified in 4.0. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Attn.:

Contracts, Procurement & Logistics (CPL) Officer

Yo' Care South Sudan

Office No. 66 and 67, 5th floor,

LCB Building Mahatta Yei Road, Near Hass Petrol Station

E-mail: tenders@yocare.org

Telephone: +211 922 222 906

P. O. Box 433 Juba – South Sudan

- 12.2 If the tenders are hand delivered they should be delivered to the following address:

Attn.:

Contracts, Procurement & Logistics (CPL) Officer

Yo' Care South Sudan

Office No. 66 and 67, 5th floor,

LCB Building Mahatta Yei Road, Near Hass Petrol Station

E-mail: tenders@yocare.org

Telephone: +211 922 222 906

P. O. Box 433 Juba – South Sudan

- 12.3 Tenders must comply with the following conditions:

All tenders must be submitted in one original, marked “**original**”, and **three (3)** copies signed in the same way as the original and marked “**copy**”.

- a) All tenders must be received at the **address above** before **3:00 PM on 9 April, 2021**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by **Contracts, Procurement & Logistics Officer or his/her** representative.
- b) All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - a) the above address;

- b) the reference code of this tender procedure, (i.e., **USAID/AHEC/YoCare/001/2021;**)
- c) where applicable, the number of the lot(s) tendered for;
- d) the words “**Not to be opened before the tender opening session**” in the language of the tender dossier.
- e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

13.0 Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required including;
 - a proposal for after-sales service over 3 years;

Part 2: Financial offer:

- A financial offer calculated on a basis of unit price (Exclusive of import duties) for the supplies tendered, including if applicable:
- A financial offer for after –sales services if applicable:
- An electronic version of the financial offer

Part 3: Documentation:

To be supplied mandatory legal documents:

- Evidence of legal presence and registration in South Sudan doing business in a similar category.
- Valid Tax compliance certificate
- The details of the bank account into which payments should be made.

To be supplied on free formats:

- A description of the warranty conditions,
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (Other)

14.0 Additional information before the deadline for submission of tenders

This tender dossier should be clear enough to preclude the need for tenderers to request additional information during the tendering procedure.

15.0 Clarification meeting / site visit

- a) No clarification meeting / site visit planned.

16.0 Alteration or withdrawal of tenders

- a) Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 4.0 No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- b) Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 12. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- c) No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 4.0 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

17.0 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

18.0 Ownership of tenders

The Yo' Care South Sudan retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

19.0 Joint-venture or consortium

- 19.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Yo' Care South Sudan.
- 19.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Yo' Care South Sudan in accordance with point 12 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

20.0 Opening of tenders

20.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

20.2 Due to COVID-19 restrictions, there will be no public session on tender openings. The committee will draw up minutes of the meeting, which will be available on request.

20.3 Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Yo' Care in its decision concerning the award of the contract will result in the immediate rejection of its tender.

20.4 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the CPLO. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

21.0 Evaluation of tenders

21.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Yo' Care or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

21.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

21.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must

be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

21.4 Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

21.5 Variant solutions

Variant solutions will not be taken into consideration.

21.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

22.0 Signature of the contract and performance guarantee

- 22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

23.0 Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Yo' Care South Sudan during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 23.2 When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Supplier must immediately inform the Yo' Care South Sudan.
- 23.3 The Supplier must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project or services without the Yo' Care's prior approval. It may not commit the Yo' Care in any way without its prior written consent.

24.0 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the Yo' Care South Sudan. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project under which these equipment are procured have been fundamentally altered;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).
- In no event shall the Yo' Care South Sudan be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Yo' Care has been advised of the possibility of damages. The publication of a procurement notice does not commit the Yo' Care to implement the programme or project announced.

25.0 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

26.0 Section 889 Compliance Requirements

Tender must be in compliance with Section 889(b) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232) as implemented through Federal Acquisition Regulation (FAR) clause number 52.204.25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Paragraph (e) of the clause extends the requirements to all subcontractors." Section 889 prohibits use of/contracting with entities that use the prohibited technologies outlined in the rule. All vendors must be in compliance with this rule.

What is prohibited?

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 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), used for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.

- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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. [i.e. TBD]

List of Prohibited Companies

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Kindly let us know if your Company uses telecommunications equipment and services from or produced or provided by these Chinese telecom Companies (or any subsidiary or affiliate of these entities) as key components or technology in any of your systems.

Please also provide information on equipment or services your company uses as key components or technology in any of your systems, i.e., in any of your operations.

27.0 Special Contract Requirements and Contract Clauses.

The attached Special Contract Requirements and Contract Clauses will be flowed down to all vendors and incorporated into the subcontract.

28.0 Subcontract Format

The subcontract will be issued in the format attached. The successful subcontractor will be required to adhere to the terms and conditions of the subcontract.

ATTACHMENT – FUNDER FLOWDOWNS

LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(a) Definitions. As used in this contract–

“Information Technology” means

- (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
 - (2) Such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
 - (3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
 - (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.
- (c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.
- (d) Request for Approval Requirements:
- (1) If the 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 Office 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 any costs incurred for information technology as defined in this clause.
- (g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

HUMAN RIGHTS VIOLATIONS AND SANCTIONS PROGRAM IN SOUTH SUDAN

a. WORKING IN SOUTH SUDAN - U.S. GOVERNMENT POLICY

Work under this contract must be consistent with U.S. Government's (USG) policy toward South Sudan in effect and as notified by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) throughout the life of the award.

b. U.S. GOVERNMENT SANCTIONS

The Contractor must comply with all applicable U.S. Government sanctions, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) under Executive Order 13664, dated April 3, 2014 (South Sudan sanctions) and Executive Order 13818 dated December 20, 2017 (Global Magnitsky sanctions). See also FAR Clause 52.225-13, Restrictions on Certain Foreign Purchases.

c. PRIOR APPROVAL FOR FUNDING OR SUPPORT TO ANY LEVEL OF GOVERNMENT

The Contractor must not provide funding or support under this contract to any level of government in the Republic of South Sudan, including the central government or state or local governments, without the prior written approval of the Contracting Officer.

- d. This special contract requirement must be included in all subawards and contracts.

CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://acquisition.gov/far/index.html>

| NUMBER | TITLE | DATE |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------|
| FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) | | |
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions on Subcontractor Sales to The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for illegal or improper activity | MAY 2014 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation on payments to Influence certain federal transactions | JUN 2020 |
| 52.203-16 | Preventing Personal Conflicts of Interest | JUN 2020 |
| 52.203-17 | Contractor employee whistleblower rights and requirement to inform employees of whistle blower rights | JUN 2020 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | MAY 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 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-21 | Basic safeguarding of covered contractor information systems | JUN 2016 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.204-23 | Prohibition on contracting for hardware, software, and services developed or provided by Kaspersky lab and other covered entities | JUL 2018 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | AUG 2020 |
| 52.209-6 | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information | OCT 2018 |
| 52.209-10 | Prohibition of Contracting with Inverted Domestic Corporations Regarding Responsibility Matters | NOV 2015 |

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| 52.210-1 | Market Research | JUN 2020 |
| 52.215-2 | Audit and Records-Negotiation | JUN 2020 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price reduction for defective certified cost or pricing data- Modifications | JUN 2020 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data -Modifications | JUN 2020 |
| 52.215-14 | Integrity of Unit Prices | JUN 2020 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-22 | Limitation on Pass-Through Charges-Identification of Subcontract Effort | OCT 2009 |
| 52.215-23 | Limitations on Pass-Through Charges (Alternate 1 – OCT 2009) | JUN 2020 |
| 52.216-7 | Allowable Cost and Payment | AUG 2018 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.217-8 | Option to Extend Services | NOV 1999 |
| 52.219-4 | Notice of Price Evaluation Preference for Hubzone Small Business Concerns | MAR 2020 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.222-2 | Payment for Overtime Premiums | JUL 1990 |
| 52.222-21 | Prohibition of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-29 | Notification of Visa Denial | APR 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-50 | Combating Trafficking in Persons | OCT 2020 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-18 | Encouraging contractor policies to ban text messaging while driving | JUN 2020 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-19 | "Contractor Personnel in a designated operational area or Supporting A Diplomatic or Consular Mission outside the United States" | MAY 2020 |
| | To Iran - Representation and Certifications | AUG 2018 |
| 52.227-14 | Rights in Data-General | MAY 2014 |
| 52.227-23 | Rights to Proposal Data (Technical) | JUN 1987 |
| 52.228-7 | Insurance-Liability to Third Persons | MAR 1996 |
| 52.230-2 | Cost Accounting Standards | 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 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-22 | Limitation of Funds | APR 1984 |

| | | |
|-----------|---------------------------------------------------------------------|----------|
| 52.232-23 | Assignment of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment (Alternate I – FEB 2002) | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligation | JUN 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award (Alternate I – JUN 1985) | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-4 | Certification for Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-2 | Changes - Cost-Reimbursement (Alternate I – APR 1984) | AUG 1987 |
| 52.244-2 | Subcontracts (Alternate I – JUN 2020) | JUN 2020 |
| 52.244-5 | Competition in Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | OCT 2020 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use and Charges | APR 2012 |
| 52.246-25 | Limitation of Liability - Services | FEB 1997 |
| 52.247-63 | Preference for U.S.-Flag Air Carriers | JUN 2003 |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels | FEB 2006 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |

AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE(MAR 2015)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7, and at the following Web address:

http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

| NUMBER | TITLE | DATE |
|------------|-------------------------------------------------------------------------------------|----------|
| 752.202-1 | Definitions | JAN 1990 |
| 752.202-1 | Definitions – Alternate 72 | JUN 2009 |
| 752.209-71 | Organizational conflicts of interest discovered after award | JUN 1993 |
| 752.211-70 | Language and Measurement | JUN 1992 |
| 752.219-8 | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns | MAR 2015 |
| 752.219-70 | USAID Mentor Protégé Program | JUL 2007 |
| 752.219-71 | Mentor Requirements and Evaluation | JUL 2007 |
| 752.222-70 | USAID Disability Policy | DEC 2004 |

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|------------|-------------------------------------------------------------|----------|
| 752.227-14 | Rights in Data – General | OCT 2007 |
| 752.228-3 | Worker’s Compensation Insurance (Defense Base Act) | DEC 1991 |
| 752.228-7 | Insurance-Liability to Third Persons | JUL 1997 |
| 752.228-70 | Medical Evacuation (Medevac) Services | JUL 2007 |
| 752.7001 | Biographical Data | JUL 1997 |
| 752.7002 | Travel and Transportation | JAN 1990 |
| 752.7004 | Emergency Locator Information | JUL 1997 |
| 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 |
| 752.7013 | Contractor-Mission Relationships [DEVIATION (JUN 2020)] | OCT 1989 |
| 752.7014 | Notice of Changes in Travel Regulations | JAN 1990 |
| 752.7015 | Use of Pouch Facilities | JUL 1997 |
| 752.7018 | Health and accident coverage for USAID participant trainees | JAN 1999 |
| 752.7019 | Participant Training | JAN 1999 |
| 752.7023 | Required Visa Form for USAID Participants | APR 1984 |
| 752.7025 | Approvals | APR 1984 |
| 752.7028 | Differentials and Allowances | JUL 1996 |
| 752.7029 | Post Privileges | JUL 1993 |
| 752.7031 | Leave and Holidays | OCT 1989 |
| 752.7033 | Physical Fitness | JUL 1997 |
| 752.7035 | Public Notices | DEC 1991 |
| 752.7037 | Child Safeguarding Standards | AUG 2016 |

FAR 52.203-19 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

AIDAR 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES (OCT 2016)

- (a) USAID policy requires that the contractor not discriminate against any end-user of the contract supplies or services (*i.e.*, the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
- (b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.