



USAID Critical Infrastructure Digitalization and Resilience (CIDR)

Request For Proposals (RFP)

No. REQ-ALB-23-0003

Albania: Cybersecurity Penetration Testing Services

Issue Date: Wednesday, November 15, 2023

WARNING: Prospective Offerors who have received this document from a source other than DAI should immediately contact CIDR_Procurement@dai.com and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted on DAI's procurement site.

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. DAI does not tolerate corruption, bribery, collusion or conflicts of interest. Any requests for payment or favors by DAI employees should be reported as soon as possible to ethics@dai.com or by visiting www.dai.ethicspoint.com. Further, any attempts by an offeror or subcontractor to offer inducements to a DAI employee to influence a decision will not be tolerated and will be grounds for disqualification, termination and possible debarment. See provision No. 9 for more details.

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Synopsis of the RFP

RFP No.	REQ-ALB-23-0003
Issue Date	Wednesday, November 15, 2023
Title	Albania: Cybersecurity Penetration Testing Services
Issuing Office & Email/Physical Address for Submission of Proposals	Issuing Office: DAI Global LLC All proposals must be submitted electronically to: CIDR_Procurement@dai.com
Deadline for Receipt of Questions	5:00pm EST on Wednesday, November 22, 2023
Deadline for Receipt of Proposals	5:00pm EST on Friday, December 8, 2023
Point of Contact	CIDR_Procurement@dai.com
Anticipated Award Type	Firm Fixed Price
Basis for Award	An award will be made based on the Trade Off Method. The award will be issued to the responsible and reasonable offeror who provides the best value to DAI and its client using a combination of technical and cost/price factors.

Interested Offerors may obtain a full copy of the RFP which contains detailed instructions for preparation of the proposal. The RFP may be collected from the address and/or contact person above.

1. Introduction and Purpose

1.1. Purpose

DAI, the implementer of the Critical Infrastructure Digitization and Resilience (CIDR) program, invites qualified offerors to submit proposals to supply and deliver the services listed in Attachment A: Scope of Work. Specifically, DAI seeks qualified and experienced cybersecurity service providers to provide bids for comprehensive penetration testing of five Critical Information Infrastructures (CIIs) within one Critical Infrastructure entity in the Republic of Albania. The exact list of CII and technical details will be shared with the successful bidder upon signing of the contract and non-disclosure agreements with the beneficiary organization. Each CII can be comprised of one or more systems, networks, applications, and services. The testing process should encompass external and internal assessments to ensure a holistic evaluation of the beneficiary security posture.

The successful service provider must meet the following qualifications:

- a. Have a proven track record of providing penetration testing services to critical infrastructure operators.
- b. Have a team of experienced cybersecurity professionals with expertise in incident response remediation, and recovery.
- c. Have the ability to deploy resources quickly and efficiently.
- d. Have the ability to be physically present in Tirana, Albania, to conduct internal testing activities outlined in this SOW.
- e. Have the ability to operate and implement activities without the use of advance funds.

1.2. Issuing Office

The Issuing Office and Contact Person noted in the above synopsis is the sole point of contact at DAI for purposes of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

1.3. Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price contract mechanism. This award type is subject to change during the course of negotiations.

2. General Instructions to Offerors

2.1. General Instructions

“Offeror”, “Subcontractor”, and/or “Bidder” means a firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

Proposals are due no later than **5:00pm EST on Friday, December 8, 2023** to be submitted electronically to CIDR_Procurement@dai.com. Late offers will be rejected except under extraordinary circumstances at DAI's discretion.

The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror's agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

2.2. Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 60 days for the prices provided.
- Acknowledge the solicitation amendments received.

2.3. Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP.

Requests for clarification or additional information must be submitted electronically to CIDR_Procurement@dai.com by the deadline of 5:00pm EST on Wednesday, November 22, 2023. No questions will be answered by phone. Any verbal information received from a DAI or CIDR employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed electronically to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

3. Instructions for the Preparation of Technical Proposals

Technical proposals shall be submitted electronically to CIDR_Procurement@dai.com. Technical proposals must be submitted **separately** from cost/price proposals and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL".

Technical proposals shall include the following contents:

- Cover Letter:** See Attachment B: Proposal Cover Letter for instructions.
- Executive Summary:** A concise overview of the proposed approach, team composition, and key qualifications.
- Technical Approach:** The proposal should include a detailed explanation of the tasks with a timeline, methodologies, tools, and techniques that will be utilized to address the objectives outlined, inclusive of training in this Scope of Work.
- Management approach (Team composition and qualifications):** The proposal should include a team of a minimum of three dedicated experts for each assessment with a well-rounded composition of expertise and roles that will effectively perform the required services. The team composition must be supported with documentation of the team's relevant experience (CVs), certifications, and expertise in incident response, cybersecurity, and critical infrastructure protection. Each of the proposed experts must have at least possess recognized certifications in the field of cybersecurity. Acceptable certifications include:
 - The OffSec Certified Professional (OSCP) or the EC Council's Certified Ethical Hacker (CEH) or equivalent.

- b. The Team Leader overseeing the activity should also have substantial experience in managing cybersecurity projects and teams. Additionally, they must hold advanced certifications such as the ISC2 Certified Information Systems Security Professional (CISSP) or the ISACA Certified Information Security Manager (CISM) or equivalent.

The minimum qualification requirements for the key staff members are described below:

Team Leader

- University degree in areas such as computer sciences, engineering, and telecommunications or related;
- Minimum 5 years of experience in area of software development;
- Minimum 3 years of software application security audit;
- At least 3 years of experience in project management in public or private sectors;
- Minimum 2 years working for the Consultant in the area of security audit or project management;
- Excellent understanding of internationally recognized standards and best practices (e.g., OWASP, ITIL, ISO/IEC 27000, etc.);
- Certifications in security qualifications such as CISSP and/or CEH is mandatory for at least one team member (Team Leader or Security Testing Consultant);
- Certification in CISA, CISM, OSCP, TCNA will be considered as an advantage;
- Ability to effectively communicate and write in English.

Security Testing Consultant

- University degree in areas such as computer sciences, engineering, and telecommunications or related;
- Minimum 5 years of experience in the area of penetration testing;
- Minimum 2 years working for the Consultant in security auditing; Excellent understanding of internationally best practices regarding application software security developed by OWASP (code review and pen testing);
- Certifications in security qualifications such as CISSP and/or CEH is mandatory for at least one team member (Team Leader or Security Testing Consultant);
- Certification in CISA, CISM, OSCP, TCNA will be considered as an advantage;
- Ability to effectively communicate and write in English

Testing Team Member

- University degree in such areas as computer sciences, engineering, and telecommunications or related;
- Minimum 3 years of in-depth penetration testing;
- Good knowledge of the software lifecycle development with emphasis on the Quality Assurance aspects;
- Certifications in testing (such as ISEB or other) are considered an advantage;
- Ability to effectively communicate and write in English.

- e. **Past Performance:** Offerors should provide the following: (1) A list of at least three (3) recent awards (in the last 5 years) of similar scope and duration and (2) three references from previous clients. The information for the past performance awards 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, 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. See Attachment F.

3.1. Services Specified

For this RFP, DAI is in need of the services described in Attachment A

3.2. Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, are considered more important than cost/price factors.

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach	Does the proposal clearly explain and respond to the requirements of the activity as outlined in the scope?	10
	Does the proposal indicate the necessary local support and stakeholders that will be involved and a clear plan for engaging them?	10
	Does the proposal include a Gantt chart that clearly outlines a timeline for proposed steps to accomplish the activity?	10
	Does the proposal include the requested Service Level Agreement and Rules of Engagement?	10
Methodology Approach	Is the methodology appropriate for this assignment?	10
	How do you plan to engage the staff of the beneficiary institution?	10
Management Approach	Does the organization have sufficiently qualified staff who can undertake the scope of work?	10
	Does the proposed approach and timeline fulfill the requirements of executing the scope of work in a timely and efficient manner?	10
Past Performance	Does the organization have a track record of successfully conducting similar work?	10
	Are there examples included of cybersecurity rapid incident response contracts?	10
Total Points		100

4. Instructions for the Preparation of Cost/Price Proposals

4.1. Cost/Price Proposals

Cost/Price proposals shall be submitted electronically to CIDR_Procurement@dai.com. Cost/price proposals must be submitted **separately** from technical proposals and shall be clearly labeled as "VOLUME II: COST/PRICE PROPOSAL". The *anticipated* budget ceiling for this award is **\$200,000**. Please contact the CIDR Procurement team at CIDR_Procurement@dai.com for a copy of the firm fixed price budget template.

1. **Budget:** Offerors shall complete a detailed budget with as much information as possible, including labor costs, travel costs, indirect costs, Defense Base Act (DBA) insurance, and other associated costs with proposed activities.
2. **Budget Narrative:** Offerors shall complete a detailed budget narrative for each cost included in the budget. The budget narrative should be in Word or PDF format and should include descriptions, justifications, and assumptions for each of the cost elements.
3. **VAT:** It is important to note that *if applicable*, Value-Added Tax (VAT) shall be included on a separate line. The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

5. Basis of Award

5.1. Best Value Determination

DAI will review all proposals, and make an award based on the technical and cost evaluation criteria stated above, and select the offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

DAI may award to an Offeror without discussions. Therefore, the initial offer **must contain the Offeror's best price and technical terms**.

5.2. Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

1. Provide evidence of the required **business licenses (Business Registration confirmation that the company is active)** to operate in the host country.
2. Evidence of an **Unique Entity ID (SAM)** (explained below and instructions contained in Attachment D).
3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below).

4. Having **adequate financial resources** to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI. Offerors must provide a self-declaration form stating that the company understands that DAI will not pay any advance payments and the company will cover all expenses during the contract implementation period.
5. Ability to comply with required or proposed delivery or performance schedules (provide a self-declaration form).
6. Have a satisfactory past performance record evidenced by the provision of at least three references from previous clients.
7. Have a satisfactory record of integrity and business ethics.
8. Have the necessary organization, experience, accounting and operational controls and technical skills.
9. Be qualified and eligible to perform work under applicable laws and regulations.

6. Anticipated post-award Deliverables

Upon award of a subcontract, the deliverables and deadlines detailed in the table below will be submitted to DAI. The Offeror should detail proposed costs per deliverable in the Price Schedule. All of the deliverables must be submitted to and approved by DAI before payment will be processed.

No.	Description	Due Date
	Penetration Testing Reports: Five (5) detailed reports of findings, categorizing vulnerabilities based on their severity and where applicable, assigning correlated CVE and CVSS score values, with actionable recommendations for mitigation based on the broader understanding of the CII that is being tested.	
1	Penetration Testing Report #1	
2	Penetration Testing Report #2	
3	Penetration Testing Report #3	
4	Penetration Testing Report #4	
5	Penetration Testing Report #5	
	Training and Capacity Building: A detailed report of the training sessions conducted, and topics covered, with signed attendance sheets from participants.	
6	Training Sessions Report	
	Training and Capacity Building: Five (5) vouchers for a minimum 40-hour, internationally recognized penetration testing course, including certification, at a local training center for five beneficiary staff members.	
7	Five (5) Training Vouchers	

7. Inspection & Acceptance

The designated DAI Project Manager will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all equipment or supplies are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

8. Compliance with Terms and Conditions

8.1. General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment G.

8.2. Prohibited Technology

Bidders MUST NOT provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.

8.3 Source and Nationality

Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries.

Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries", excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/310maa> and <https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>, respectively. (An "advanced developing country" means any country categorized by the World Bank as an upper middle income country according to its gross national income per capita. Goods and services with an advanced developing country source or nationality are only eligible under 937 when the procurement is for a USAID program in that advanced developing country, i.e., it is the "cooperating" or "recipient" country).

Geographic Code 935: Goods and services from any area or country including the cooperating country, but excluding Prohibited Countries.

Geographic Code 110: Goods and services from the United States, the independent states of the former Soviet Union, or a developing country, but excluding Prohibited Countries.

DAI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries nor can the vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

8.4 Unique Entity ID (SAM)

There is a **mandatory** requirement for your organization to provide an Unique Entity ID (SAM) to DAI. Without an Unique Entity ID (SAM), DAI cannot deem an Offeror “responsible” to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing an Unique Entity ID (SAM) to DAI. Offerors who fail to provide Unique Entity ID (SAM) will not receive an award and DAI will select an alternate Offeror.

All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above **are required** to obtain an Unique Entity ID (SAM) prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

For those required to obtain an Unique Entity ID (SAM), see Attachment D - Instructions for Obtaining an Unique Entity ID (SAM)- DAI’S Vendors, Subcontractors

For those not required to obtain an Unique Entity ID (SAM), see Attachment E: Self Certification for Exemption from Unique Entity ID (SAM) Requirement

9. Anti-Corruption and Anti-Bribery Policy and Reporting Responsibilities

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. **DAI does not tolerate the following acts of corruption:**

- Any requests for a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a DAI employee, Government official, or their representatives, to influence an award or approval decision.
- Any offer of a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by an offeror or subcontractor to influence an award or approval decision.
- Any fraud, such as mis-stating or withholding information to benefit the offeror or subcontractor.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a business or personal relationship with a principal or owner of the offeror or subcontractor that may appear to unfairly favor the offeror or subcontractor. Subcontractors must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the offeror or subcontractor from participating in future U.S. Government business.

Any attempted or actual corruption should be reported immediately by either the offeror, subcontractor or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – www.DAI.ethicspoint.com, or
- Email to Ethics@DAI.com
- USAID's Office of the Inspector General Hotline at <https://oigportal.ains.com/eCasePortal>

By signing this proposal, the offeror confirms adherence to this standard and ensures that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The offeror also acknowledges that violation of this policy may result in termination, repayment of funds disallowed by the corrupt actions and possible suspension and debarment by the U.S. Government.

10. Attachments

10.1. Attachment A: Scope of Work for Services or Technical Specifications

This Scope of Work outlines the requirements for a comprehensive penetration testing service to be conducted in two distinct phases. The primary objective is to identify vulnerabilities in five (5) beneficiaries designated Critical Information Infrastructures (CII) within one (1) Critical Infrastructure entity in Albania to ensure their strength against potential cyber threats. Each CII can be comprised of one or more systems, networks, applications, and services. The testing process should encompass external and internal assessments to ensure a holistic evaluation of the beneficiary security posture. The exact list of CIIs will be provided at a later phase to the qualified company.

Initially, each penetration test should adopt a "black-box" approach, where the service provider will operate without any prior knowledge of the specific CII under examination. Following this, the testing should transition to a "white-box" methodology. Throughout all phases of the activity, the qualified service provider will offer training to beneficiary staff to enhance the organization's internal capabilities to conduct future penetration tests.

As part of the agreed and signed Rules for Engagement and Non-Disclosure Agreement, the selected provider shall be obliged to fully comply with its actions with the Code of Ethics, including the ethical boundaries, responsibilities, and scope of the test, ensuring legal protection for both parties, maintaining confidentiality, and fostering trust between the beneficiary organization on one side and the selected provider and its employees - testers.

The selected provider will be tasked with the following:

Phase 1 - Black-Box Testing: The penetration testing process will commence as a "black-box" approach, where the service provider possesses minimal knowledge about the CII under assessment and should employ reconnaissance and intelligence-gathering activities, as well as cover all types of threats that will be agreed in the scope of activities. This phase will simulate the perspective of an external attacker, aiming to identify vulnerabilities without any insider information. The provider will use the OWASP Top 10 as a mandatory checklist when testing for web application security risks related to the published web applications that are part of a certain CII."

Phase 2 - White-Box Testing: The testing will transition into a "white-box" approach following the initial assessment. During this phase, the service provider will collaborate closely with designated representatives from the beneficiary. Together, they will identify all information assets that are part of the CII, including IPs, servers, networks, active network equipment, and published services, ensuring a thorough assessment of potential security vulnerabilities.

Training and Capacity Building: The qualified service provider is required to offer the following:

- a) The service provider, in coordination with the beneficiary, is required to offer hands-on training sessions to a minimum of five beneficiary staff members during the penetration testing, with detailed walk-throughs and explanations on the methods and tools for each of the penetration test stages and findings, allowing the beneficiary staff to apply their knowledge in real-world

scenarios. Additionally, the training should cover penetration testing tools, with an emphasis on Metasploit, ensuring the beneficiary's team is well-equipped to utilize this tool effectively.

- b) The service provider must provide vouchers for a minimum 40-hour, internationally recognized penetration testing course, including certification, at a training center for five beneficiary staff members. Examples of acceptable training courses would include the EC Council's Certified Ethical Hacker (CEH), CompTIA PenTest, or equivalent. These vouchers, intended for five individuals, should also cover the certification exam attempt. This foundational training will ensure that the beneficiary staff understands the core principles and methodologies of penetration testing.

The goal is to bolster the internal capabilities of the beneficiary staff by offering a mix of theoretical knowledge and practical skills to enable them to conduct future penetration tests independently and effectively.

Place of Performance and Timing Considerations: Internal penetration testing activities will be conducted on-site at the beneficiary-designated facilities in Tirana, Albania. To ensure minimal disruption to services and maintain optimal system performance for users, all testing activities will be scheduled after 10 pm local time in close coordination with the beneficiary.

Obligations

DAI will not reimburse respondents for the costs incurred with preparing a response, nor does issuance of this RFP obligate DAI to award a subcontract or purchase order. If a Vendor is found to have made false or misleading claims or statements, obtains confidential information, or receives improper assistance, DAI reserves the right to reject an RFP submitted by or on behalf of a vendor.

Clarification of Submissions

DAI may require a respondent to submit additional information in order to better judge a response.

Factors for Consideration

Responders are expected to write an explanation about how they can address each of these areas of interest in the technical proposal, which will be used as a way to determine if Vendors shall be pre-qualified.

- Ability or confirmation of ability to provide goods or services described above.
- The vendor is registered and licensed in the host country to perform the work outlined above.
- The vendor can prove they have the necessary financial resources to perform the work.
- Illustrative CVs of individuals on staff, or available to the vendor, who can perform the scope of work.
- Three past performance descriptions illustrating relevant experience delivering the required goods/services.

10.2. Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: Click here to enter text.
Development Alternatives, Inc.

We, the undersigned, provide the attached proposal in accordance with **RFP**-Click here to enter text.-Click here to enter text. issued on Click here to enter text.. Our attached proposal is for the total price of <Sum in Words (\$0.00 Sum in Figures) >. I certify a validity period of Click here to enter text. days for the prices provided in the attached Price Schedule/Bill of Quantities. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

Offeror shall verify here the items specified in this RFP document.

We understand that DAI is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Click here to enter text.

Name of Firm: Click here to enter text.

Address: Click here to enter text.

Telephone: Click here to enter text.

Email: Click here to enter text.

Company Seal/Stamp:

10.3. Attachment C: Budget Template

Please contact CIDR_Procurement@dai.com for a copy of the DAI firm fixed price budget template.

10.4. Attachment D: Instructions for Obtaining a Unique Entity ID (SAM) Number - DAI's Vendors, Subcontractors

ATTACHMENT D

**INSTRUCTIONS FOR OBTAINING A Unique Entity ID (SAM)
DAI'S VENDORS, SUBCONTRACTORS & GRANTEEES**

Note: There is a Mandatory Requirement for your Organization to Provide a Unique Entity ID (SAM) to DAI

I. SUBCONTRACTS/PURCHASE ORDERS: All domestic and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above are required to obtain a Unique Entity ID (SAM) prior to signing of the agreement. *Your organization is exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. Please see the self-certification form attached.*

II. MONETARY GRANTS: All foreign entities receiving first-tier monetary grants (standard, simplified and FOGs) with a value equal to or over \$25,000 and performing work outside the U.S. must obtain a Unique Entity ID (SAM) prior to signing of the grant. All U.S. organizations who are recipients of first-tier monetary grants of any value are required to obtain a Unique Entity ID (SAM); the exemption for under \$25,000 applies to foreign organizations only.

NO SUBCONTRACTS/POs (\$30,000 + above) or MONETARY GRANTS WILL BE SIGNED BY DAI WITHOUT PRIOR RECEIPT OF A UNIQUE ENTITY ID (SAM).

Note: The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a Unique Entity ID (SAM) to DAI. Organizations who fail to provide a Unique Entity ID (SAM) will not receive an award and DAI will select an alternate vendor/subcontractor/grantee.

Background:

Summary of Current U.S. Government Requirements - Unique Entity ID (SAM)

Effective April 4, 2022, entities doing business with the federal government will use the Unique Entity Identifier (SAM) created in SAM.gov. The Unique Entity ID (SAM) is a 12-character alphanumeric value managed, granted, and owned by the government. This allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

Entities are assigned an identifier during registration or one can be requested at SAM.gov without needing to register. Ernst and Young provides the validation services for the U.S. Government. The information required for getting a Unique Entity ID (SAM) without registration is minimal. It only validates your organization's legal business name and address. It is a verification that your organization is what you say it is.

The Unique Entity ID (SAM) does not expire.

Summary of Previous U.S. Government Requirements - DUNS

The Data Universal Numbering System (DUNS) is a system developed and managed by Dun and Bradstreet that assigns a unique nine-digit identifier to a business entity. It is a common standard world-wide and was previously used by the U.S. Government to assign unique entity identifiers. This system was retired by the U.S. Government on April 4, 2022 and replaced with the Unique Entity Identifier (SAM). After April 4, 2022 the federal government will have no requirements for the DUNS number.

If the entity was registered in SAM.gov (active or inactive registration), an Unique Entity ID (SAM) was assigned and viewable in the entity registration record in SAM.gov prior to the April 4, 2022 transition. The Unique Entity ID (SAM) can be found by signing into SAM.gov and selecting the Entity Management widget in your Workspace or by signing in and searching entity information.

Instructions detailing the process to be followed in order to obtain an Unique Entity ID (SAM) for your organization begin on the next page.

THE PROCESS FOR OBTAINING AN UNIQUE ENTITY ID IS OUTLINED BELOW:

1. Have the following information ready to request an Unique Entity ID (SAM)
 - a. Legal Business Name
 - b. Physical Address (including ZIP + 4)
 - c. SAM.gov account (this is a user account, not actual SAM.gov business registration).
 - i. **As a new user**, to get a SAM.gov account, go to www.sam.gov.
 1. Click “Sign In” on the upper right hand corner.
 2. Click on “Create a User Account”

An official website of the United States government [Here's how you know](#)

LOGIN.GOV SAM.GOV

Diagram illustrating the login process: A user profile icon is connected to a lock icon, which is connected to a login window icon.

sam.gov is using Login.gov to allow you to sign in to your account safely and securely.

Email address

Password ☐ Show password

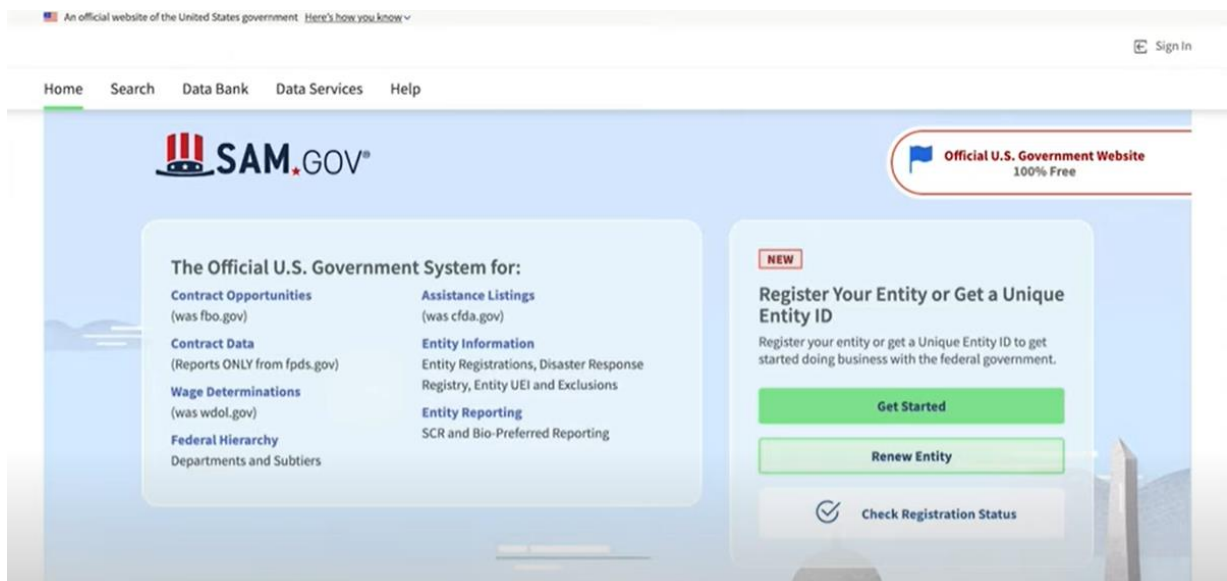
Sign in

Create an account

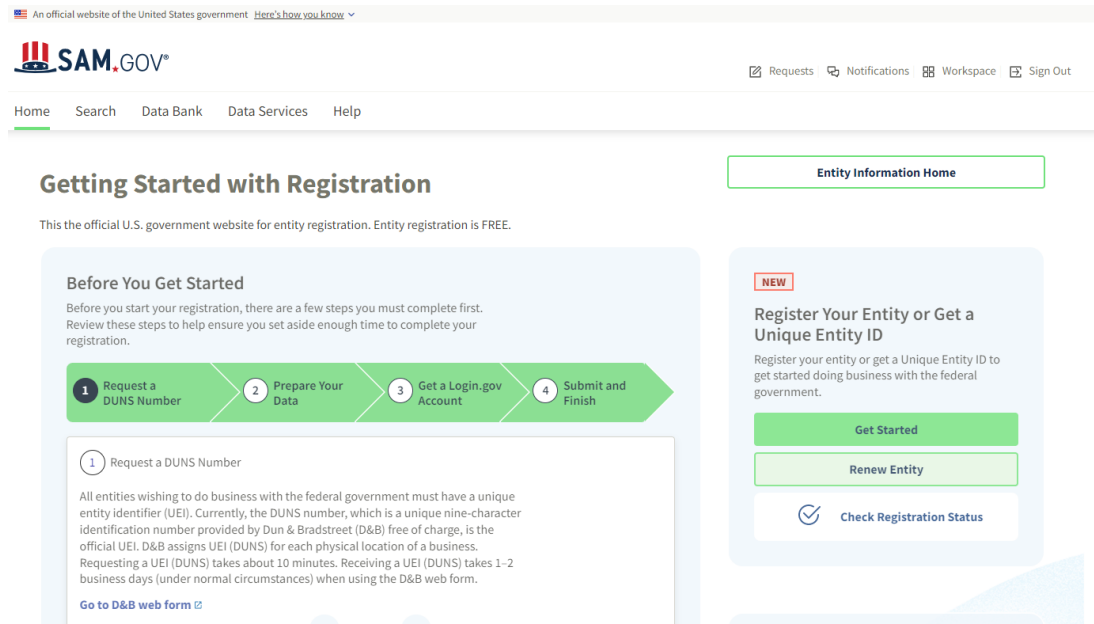
3. Choose Account Type:

- a. Create an Individual User Account to perform tasks such as register/update your entity, create and manage exclusion records or to view FOUO level data for entity records.
 - b. Create a System User Account if you need system-to-system communication or if performing data transfer from SAM to your government database system. Complete the requested information, and then click “Submit.”
 4. Click “DONE” on the confirmation page. You will receive an email confirming you have created a user account in SAM.
 5. Click the validation link in the email that contains the activation code within 48 hours to activate your user account. If the email link is not hyperlinked (i.e., underlined or appearing in a different color), please copy the validation link and paste it into the browser address bar. You can now register an entity.

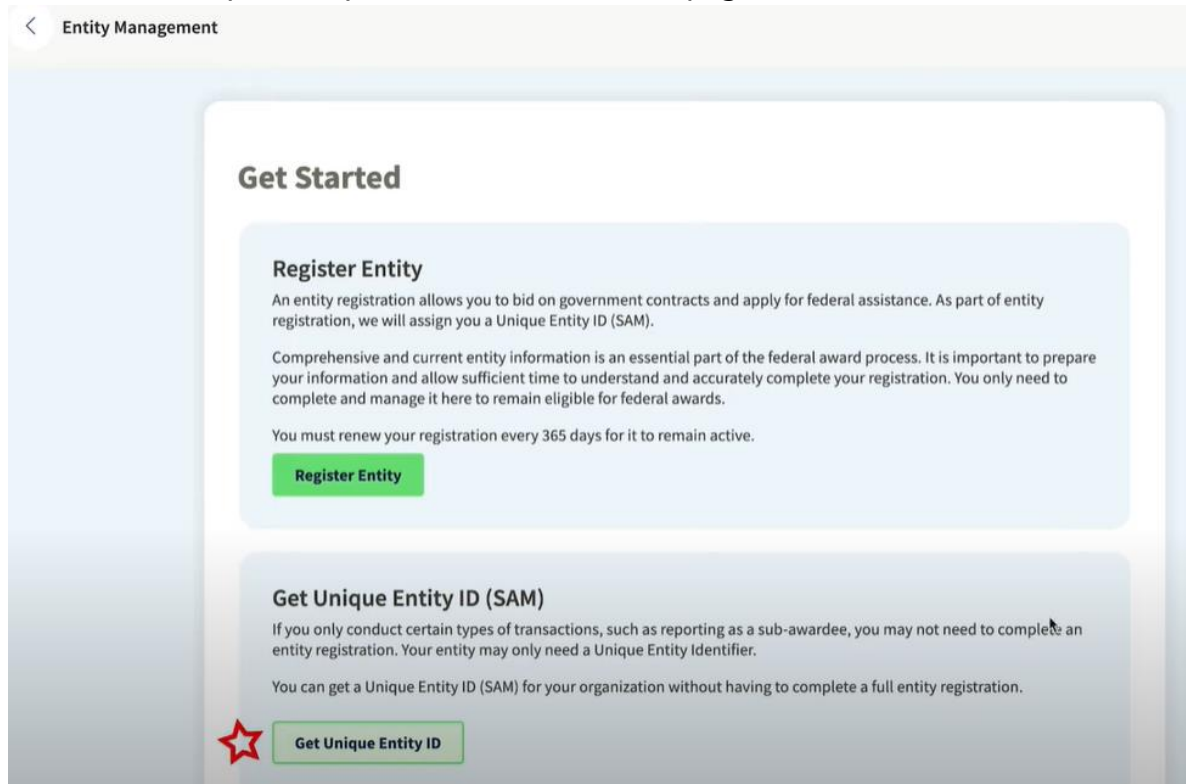
NOTE: Creating a user account does not create a registration in SAM, nor will it update/renew an existing registration in SAM.
2. Once you have registered as a user, you can get an Unique Entity ID by selecting the “Get Started” button on the SAM.gov home page.



3. Select “Get Started” on the Getting Started with Registration page.



4. Select “Get Unique Entity ID” on the Get Started page.



5. Enter Entity Information.



- a. If you previously had a DUN Number, make sure your Legal Business Name and Physical Address are accurate and match the Entity Information, down to capitalization and punctuation, used for DUNS registration.
6. When you are ready, select “Next”
7. Confirm your company’s information.



- a. On this page you will have the option to restrict the public search of this information. “Allow the selected record to be a public display record.” If you uncheck this box, only you and the federal government users will be able to search and view the entity information and entities like DAI will not be able to independently verify that you have an Unique Entity Identifier (SAM).

☒ **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 you record in SAM's search engine. However, your non-sensitive registration information remains available under the Freedom of Information Act to those who download the [SAM public data file](#). [Learn more about SAM public search results](#).

Previous Cancel Next

8. When you are ready, select “Next”

9. Once validation is completed, select “Request UEI” to be assigned an Unique Entity ID (SAM). Before requesting your UEI (SAM), you must certify that you are

authorized to conduct transactions under penalty of law to reduce the likelihood of unauthorized transactions conducted for the entity.



Request UEI

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

VERIFIED MATCH:

US TEST COMPANY 999 • Public

DUNS UNIQUE ENTITY ID:
362267515

PHYSICAL ADDRESS
3501 CORPORATE PKWY
CENTER VALLEY, PA 18034
US

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

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

Request UEI

10. The Unique Entity ID will be shown on the next page. SAM.gov will send an email confirmation with your Unique Entity ID.

1

2

3

4

Enter Entity Information

Validate Information

Request UEI

Receive UEI

Receive UEI

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

EH4HG9MLR7Q6

VERIFIED MATCH:

US TEST COMPANY 999

Public

DUNS

UNIQUE ENTITY ID:
362267515

SAM

UNIQUE ENTITY ID:
EH4HG9MLR7Q6

PHYSICAL ADDRESS
3501 CORPORATE PKWY
CENTER VALLEY, PA 18034
US

You have finished getting your Unique Entity ID, select **Done** to return to your workspace.

To continue with registration, select **Continue Registration**.

Continue Registration

Done

11. If you need to view the Unique Entity ID from SAM in the future or update the organization's information, sign into SAM.gov and go to "Entity Management" widget.

Workspace

Entity Management

What do I need for registration?

[Get Started](#)

Entity Registration



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

Unique Entity ID



System Accounts



Profile



John Doe
john.doe@gsa.gov



Pending Requests

No pending requests

[See All](#)

Notifications

No available notifications

[See All](#)

Add A New Role

Select on the options below to request a new role. If you need a role that you do not see below, contact an administrator for your organization directly.

Select a Role ▼

GSA

10.5. Attachment E: Self Certification for Exemption from Unique Entity ID (SAM) Requirement

Legal Business Name:

Physical Address:

Physical City:

Physical Foreign Province (if applicable):

Physical Country:

Signature of Certifier

Full Name of Certifier (Last Name, First/Middle Names):

Title of Certifier:

Date of Certification (mm/dd/yyyy):

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining an **Unique Entity ID (SAM)**, as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.

10.6. Attachment F: Past Performance Form

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/ District	Client Name/Tel No	Cost in US\$	Start-End Dates	Completed on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									

10.7. Attachment G: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- 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 legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

10.8. Attachment H: Proposal Checklist

Offeror: _____

Have you?

☐ Submitted your proposal to DAI using the electronic address as specified in General Instructions above?

Does your proposal include the following?

- ☐ Signed Cover Letter (*use template in Attachment B*)
- ☐ Separate Technical and Cost proposals labeled as Volume I and Volume II respectfully.
- ☐ Budget narrative with Cost proposal
- ☐ Proposal of the Product or Service that meets the technical requirements as per Attachment A
- ☐ Response to each of the evaluation criteria
- ☐ Documents used to determine Responsibility
- ☐ Evidence of an Unique Entity ID (SAM) OR Self Certification for Exemption from Unique Entity ID (SAM) Requirement
- ☐ Past Performance (*use template in Attachment F*)

10.9. Attachment I: Full Terms of Contract

PREAMBLE

THIS CONTRACT entered into by and between **DAI Global, LLC**, a corporation organized and existing under the laws of the State of Delaware, with offices located at 7600 Wisconsin Avenue, Suite 200, Bethesda, MD 20814 (hereinafter “DAI”) and **XXXXXX**, a company incorporated and existing under the laws of **XXXXX**

WITNESS THAT:

WHEREAS, DAI has on the XXXXXXXX, entered into **Agreement No. 7200AA21CA00015**, Critical Infrastructure Digitization and Resilience (CIDR) (“Client Agreement”) with the United States Agency for International Development (“USAID” or “the Client”);

WHEREAS, DAI wishes to retain the Contractor to perform a certain portion of the work required by the Client Contract;

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

SCHEDULE

ARTICLE 1 - SCOPE OF WORK

The U.S. Agency for International Development has contracted with DAI to implement the Critical Infrastructure Digitization and Resilience (CIDR). The objective of the project is to assist host governments and their partners to address core cybersecurity vulnerabilities and improve their cybersecurity resilience. Contractor shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Contract agreement. Contractor shall provide the personnel, materials, equipment, property, and travel necessary to perform the effort (hereinafter known as the “Work”) as further described in Attachment A, Scope of Work.

ARTICLE 2 - SERVICES

- 2.1 **Purpose:** The purpose of this Firm Fixed Price Contract will be to support DAI in the implementation of the CIDR project by implementing the Scope of Work identified in Appendix A, incorporated herein by reference.
- 2.2 **Contract Type and Requirements:** This Contract is to be performed on a Firm Fixed Price basis in accordance with FAR 16.202, which provides for payment of a price for completion of services or deliverables and which is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract

Reports and Deliverables: The Contractor shall be responsible for submission of all reports and deliverables indicated in the Contract. The types of reports are described in Appendix A, Statement of Work, and Appendix B, Deliverable/Payment Schedule. The contents that comprise each deliverable should be approved in advance by the Chief of Party or their designee.

ARTICLE 3 – PERIOD OF PERFORMANCE

Period of Performance: The period of performance for this Contract shall be XXXX – XXXX unless sooner terminated or extended as provided herein.

ARTICLE 4 – PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the general performance standards set forth herein shall be conducted jointly by the DAI Contract Administrator and the Chief of Party and shall form the basis of the Contractor's permanent performance record with regard to this Contract. Specifically-tailored performance standards, within the general performance standards set forth below, may be included in the Contract

- a) Quality of Work.
- b) Cost Control/Effectiveness.
- c) Timeliness.
- d) Customer Satisfaction by USAID.
- e) Customer Satisfaction by End-Users.
- f) Effectiveness/Retention of Key Personnel

ARTICLE 5 - CONTRACT AMOUNT AND PAYMENTS

5.1 **Contract Amount:** In consideration for undertaking this Work, the **Maximum Value Not-to-Exceed** amount of this Contract is **USD \$XXXXX**. Under no circumstances will the Contractor be paid any amount in excess of these amounts without a contract modification signed by both parties.

5.2 **Currency:** Payments will be issued in United States Dollar

5.3 **Payment and Invoicing:** DAI will pay Contractor equivalent of **USD \$XXXXX** USD in accordance with the delivery schedule in Appendix B – Delivery and Payment Schedule. Payment shall be dependent upon the completion and acceptance of program tasks described in Appendix A – Scope of Work and Appendix B – Delivery and Payment Schedule. DAI reserves the right to withhold payment if the Contractor fails to meet its obligations, in part or in full under this Contract.

Project requirements make it imperative that all services rendered under this Contract be delivered as expeditiously as possible. The Contractor is expected to propose and adhere to their stated delivery schedule, as outlined in Appendix B – Delivery and Payment Schedule. DAI may grant a delivery extension, however, reserves the right to refuse any and all late deliveries. By acceptance of the Contract, the Contractor acknowledges and agrees that DAI will not be obligated to accept late deliveries.

Payment of Contractor invoices by DAI shall not constitute final approval of the invoices. All charges invoiced by the Contractor shall remain subject to DAI and/or USAID audit and subsequent adjustment. The Contractor agrees to reimburse DAI for any costs disallowed by USAID, if payment was received by the Contractor.

5.4 **Invoicing Instructions:** The Contractor shall submit invoices (original plus one copy) to the attention of

Accounts Payable at the following address:

DAI
7600 Wisconsin Avenue, Suite 200
Bethesda, MD 20814
Attention: Accounts Payable

OR

accountspayable@dai.com

Each invoice shall specify the amount due in accordance with the Deliverable/Payment Schedule. In addition to the invoicing requirements for Appendix E, a proper invoice must clearly indicate the following information:

- Contractor Name and Address
- Invoice Date and Invoice Number
- Contract Agreement Number
- Activity Name and/or Number
- DAI Task Order Number
- Deliverable Number for which payment is being requested
- Current and Cumulative Billed Costs
- Remaining Unbilled Amount
- Contractor Remittance Address

Each copy of the invoice shall contain the certification that appears on the sample invoice, provided hereunder as Appendix E. The certification must be signed by an authorized representative of the Contractor's organization. Failure to provide the required invoice information will subject the invoice to immediate return to the Contractor for correction.

All invoices must be submitted for payment in the proper format no later than 30 days following performance of work. DAI is under no obligation to reimburse Contractor for invoices received later than 30 days after performance of work. DAI will pay Contractor within 30 days after receipt and approval of a proper invoice.

Payment of Contractor invoices by DAI shall not constitute final approval of the invoices. All charges invoiced by Contractor remain subject to DAI and/or government audit and subsequent adjustment. Contractor agrees to reimburse DAI for any costs disallowed by USAID, if payment was received by Contractor.

5.5 **RESERVED**

5.6 **Limitation of Liability:** Notwithstanding any other provision of this Contract, the maximum liability of DAI at any given point in time shall not exceed the total value of the Contract.

5.7 **Final Invoice:** Notwithstanding any other provision in this Agreement to the contrary, the final invoice submitted for payment in connection with this Contract shall be appropriately marked as "Final." The

Contractor should receive the final invoice no later than ninety (90) calendar days after completion of the work, or any longer period as may be mutually agreed between the parties. Any invoice(s) received after that date will not be paid by Contractor. The Contractor's submission and the Contractor's payment of the final invoice shall represent and constitute the full discharging of DAI and its Client of and from any liabilities, obligations and claims arising out of or under the Contract which is considered closed out.

ARTICLE 6 – CONTRACTUAL AND TECHNICAL CONTACTS

- 6.1 **Contract Administration:** Contractor communications with DAI regarding prices, terms, financial actions, etc., shall be made with DAI's designated Contract Administrator, below. Agreements and/or actions taken by the Contractor which by their nature effect a change to this Contract shall only be binding upon the Contractor when such agreement or action is specifically authorized in writing by the company's Contract Administrator. All correspondence between the DAI and the Contractor shall be addressed to Contractor's Contract Administrator (with copies to the Contract's Chief of Party), as designated under para. 6.2 below:

For purposes of this Contract, the following individuals are designated as DAI's and Contractor's Contract Administrators:

<u>DAI</u>	<u>Vendor</u>
XXXXX Director, Contracts 7600 Wisconsin Avenue, Suite 200 Bethesda, MD 20814 Phone: +XXXX Fax: +XXXX E-mail: XXXXX	

The individuals listed below are authorized to bind the DAI and Contractor contractually:

<u>DAI</u>	<u>Vendor</u>
XXXX Senior Specialist, Contracts 7600 Wisconsin Avenue, Suite 200 Bethesda, MD 20814 Phone: +XXXX E-mail: XXXXX	

- 6.2 **Technical Direction:** The Contractor's technical project representatives under this Contract will be the Chief of Party.

The Chief of Party will be responsible for providing technical direction hereunder. The term "technical direction" is defined to comprise: i) directions to the Contractor which direct or redirect the work effort, shift work emphasis between work areas or tasks, require pursuing of certain lines of inquiry, fill in

details or otherwise serve to accomplish the Statement of Work, ii) furnishing information to the Contractor which assists in the interpretation of specifications or technical portions of the Statement of Work, and iii) review and, where required by the Contract, approval of technical reports, specifications and technical information to be delivered by the Contractor to DAI.

Technical direction must be within the general scope of this Contract Agreement. The Chief of Party shall not issue any direction which: i) constitutes an assignment or additional work outside the general scope of the Agreement, ii) constitutes a change as defined by the clause herein entitled "Changes," iii) in any manner causes an increase or decrease in the estimated price of or the time required for Contractor's performance pursuant to this Contract hereunder, or iv) change any of the express terms, conditions, or specifications of the Agreement or ask the Contractor's employees to sign timesheets. The Contractor shall proceed promptly with the performance of technical directions duly issued by DAI in accordance with this clause. If, in the opinion of the Contractor, any instruction or direction issued by DAI's technical representatives/s within the categories as defined in item (i) – (iv) above, the Contractor shall notify DAI's Contract Administrator immediately after receipt of any such instruction or direction and shall request direction as to how to proceed. For purposes of correspondence in accordance with paragraph 6.1 above, the Contractor's Senior Technical Advisors may be reached at the following address: XXXX

- 6.3 **Communications with Client:** All of Contractor's contractual written or oral communications with or to Client, or with Federal, State, or local agencies relative to work under the Contract must be through or with the authorization of the DAI's Chief of Party or Contract Administrator.

ARTICLE 7—BRANDING AND MARKING PLAN

The Contractor must comply with the requirements of the policy directives and Required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracts" at <https://www.usaid.gov/sites/default/files/documents/1868/320.pdf>, and "USAID Graphic Standards Manual and Partner Co-Branding Guide" at https://www.usaid.gov/sites/default/files/documents/1869/USAID_GSM_03_05_2019.pdf, or any successor branding policy.

The Contractor's approved Branding Strategy and Implementation Plan, dated October 8, 2021, is written in accordance with ADS 320.3.2 and is hereby incorporated into this Contract as **Attachment G**. The Contractor must comply with all requirements contained therein, unless Contractor submits a written request for an exception or a waiver to DAI for onward submission to the Client for approval and such approval is received.

ARTICLE 8— INSURANCE AND RISK ALLOCATION

- 8.1 **Insurance:** The Contractor shall purchase and maintain through the course of the Work such insurance as will protect the Contractor, Client and DAI from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Contractor or by any other person;

and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. If requested, the Contractor will provide the DAI with satisfactory evidence of compliance with this requirement.

The Contractor further agrees that if DAI should legally incur any reasonable cost whatsoever resulting from the lack of the aforementioned insurance, on the part of the Contractor, while engaged in work, the Contractor will, to the extent permitted by applicable law, indemnify, and hold harmless DAI and the Client Organization from any such costs which they may legally be required to pay. The Contractor agrees to flow down the substance of this clause to all applicable consultants.

- 8.2 **Indemnification:** To the extent permitted by applicable law, the Contractor shall defend, indemnify, and hold harmless the Client and DAI, and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the Contractor, its officers, agents, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Contractor agrees to flow down the substance of this clause to all applicable consultants.

Likewise, DAI shall defend, indemnify, and hold harmless the Contractor and their agents, officers and directors, and employees from and against all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of DAI, its officers, agents, employees, Contractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 8.3 **Intellectual Property Rights:** 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 Agreement. The Parties shall indemnify and save each other 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 provided by the Contractor under this Agreement.

Any deliverable produced under this Contract shall be the property of DAI's Client, if applicable and as defined in DAI's prime contract with its Client. Additionally, any pre-existing item from either party shall remain the property of that party throughout the life of this Contract agreement, and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of this Contract agreement shall be either owned by DAI's Client or jointly owned by both parties, dependent upon the terms and conditions of DAI's prime agreement with its Client.

- 8.4 **DBA Insurance:** Contractor shall, throughout the period when work is performed and until final acceptance by DAI, carry and maintain, and ensure that all Contractors carry and maintain, DBA insurance in accordance with the applicable laws. It is required that a copy of DBA insurance policies shall be submitted to the DAI Contract Administrator prior to the commencement of any overseas work. To meet this requirement, the Contractor is requested to immediately submit the copy of Contractor's existing DBA insurance policies and DBA insurance certification to the DAI Contract Administrator.

- 8.5 **Proof of Insurance.** Prior to the commencement of the Work, Contractor shall provide for DAI's review evidence of Insurance reflecting full compliance with the requirements set forth in Article 8, as applicable in the form of a Certificate of Insurance and other related documents. Such documents shall

be kept current and in compliance throughout the period when work is being performed and until final acceptance by DAI, and shall, based on Contractor's best efforts, provide for thirty (30) days advance written notice to DAI in the event of cancellation. Failure of Contractor or any Contractors to furnish Proof of Insurance, or to procure and maintain the insurance required herein, or failure of Contractor to request such proof of coverage shall not constitute a waiver of the respective Contractors obligations hereunder.

ARTICLE 9 - CONTRACTOR RESPONSIBILITIES

- 9.1 **Assignment:** The Contractor shall not further subcontract or assign any services or work to be performed under this Agreement without prior written authorization from the DAI Contract Administrator. DAI reserves the right to disapprove the second-tier subcontracting or assignment of any services or work. In the event a lower-tier Subcontract is approved by DAI, Contractor agrees to flow down all applicable FAR and supplementary clauses to any lower-tier Subcontractors or Vendors working pursuant to this Contract. In addition, the Contractor maintains responsibility for the professional quality, technical accuracy, timeliness and the coordination of all material produced and other services furnished by a lower-tier Subcontractor. Neither this Contract nor any Subcontract will create any contractual relationship between any Subcontractor and DAI or its Client, or any liability of DAI or its Client to any Subcontractor.
- 9.2 **Employees of the Contractor:** The Contractor shall be subject to and operate under all applicable local employment laws regarding employers' liability, worker's compensation, and unemployment compensation insurance. The Contractor expressly agrees that it is an independent contractor and its employees engaged in the Work are not and shall not be treated or considered employees of DAI. The Contractor shall be responsible for verifying the education and work experience of any employee, agent, or representative ("Personnel") assigned to perform work under the Contract and shall provide DAI with written proof of such verification. DAI reserves the right to disapprove the assignment of or request the removal of any Personnel assigned to perform work hereunder. DAI shall notify the Contractor, in writing, of the disapproved assignment or requested removal. The Contractor shall propose a qualified replacement for DAI approval, and the Client if required, within ten (10) business days of receipt of such notice.
- 9.3 **Key Personnel:** The Contractor shall furnish the following Key Personnel for performance under this Contract:

RESERVED

Personnel so identified are considered to be essential to the work being performed.

- 9.4 **Diversion of Key Personnel:** Prior to substituting or replacing the individual(s) or diverting any portion of the specified individual's time to other programs, the Contractor shall notify the Subcontract/Grant Manager and Chief of Party reasonably in advance, or as soon as possible thereafter, and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the program. No diversion, substitution, or replacement shall be made by the Contractor without the prior written consent of DAI.
- 9.5 **Removal of Contractor's Employees:** The Contractor shall have the right, at any time, to request

removal of any personnel provided by the Contractor or a second-tier Subcontractor whom the Client/Contractor reasonably deems, in consultation with the Contractor, to be unsatisfactory. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such removed personnel with substitute Contractor personnel having the skills and training suitable to provide the services required of the Contractor under this Contract.

If any of the personnel is discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the repatriation of such personnel and the assignment of replacement personnel shall not be an allowable cost under the Contract agreement unless otherwise approved by DAI.

- 9.6 **Safety:** In performing the Work, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. The Contractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.
- 9.7 **Proprietary Information:** All proprietary or confidential information or data must be MARKED as such. Contractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the DAI. Contractor shall not, during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, disclose, publish or otherwise release any DAI proprietary or confidential information relating to Contractor's performance under this Agreement, the Terms of Reference, DAI business or operations, without the prior written consent of DAI which shall not be unreasonably withheld. Information identified in writing by the Contractor as confidential and/or proprietary shall be similarly treated by the DAI. Notwithstanding the foregoing, nothing shall restrict or limit the Client's rights with regard to data, tooling, or designs it owns or has a right to use, including the right to authorize the Contractor's use of such data, tooling, or designs in direct contracts between the Contractor and the Client.
- 9.8 **Publications:** The Contractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior review and comment of the DAI. Upon review of a request for review and comment on a publication, DAI will respond within 20 days of receipt of the request from Contractor.
- 9.9 **Permits:** Except as otherwise directed by DAI, the Contractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Contractor to perform the services required hereunder.
- 9.10 **Use of Government Facilities:**
- a) The Contractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in this Contract Statement of Work, unless the use of Government facilities or personnel is authorized in advance, in writing, by the DAI Contract Administrator.

- b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization, in writing, by the DAI Contract Administrator or the Contracting Officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the DAI Contract Administrator and Contracting Officer.
- c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute and shall be dealt with under the terms of the "Disputes" clauses of the contract.

ARTICLE 10 - WORK BY OTHERS

Cooperation: Contractor will cooperate with DAI and Client personnel and Contractors who may be working on the site. Particular attention should be paid to such matters as safety, use and disruption of utilities, the allocation of storage and workspace, parking, security and general policing of the work site.

ARTICLE 11 – CONTRACTOR'S RESPONSIBILITIES AND AUTHORITY

Inspection: The Contractor, through any authorized representatives, shall have the right at all reasonable times to inspect, or otherwise evaluate the Work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the DAI on the premises of the Contractor or a second-tier Subcontractor, the Contractor shall provide, and shall require his Contractors to provide, all reasonable facilities and assistance for the safety and convenience of DAI representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Contract services.

3 ARTICLE 12 - CHANGES AND CLAIMS

- 12.1 **Change Authorizations:** Contractor may unilaterally, by written order issued by the DAI's Contract Administrator only, make reasonable changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Work within the Contract general scope of services provided by the Contractor. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, DAI shall make an equitable adjustment and modify in writing the Contract agreement.

Any claim by Contractor for a mutually agreed upon adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Contract Administrator within thirty (30) calendar days from the date of receipt by Contractor of the written change authorization from Contractor or within such extension of that 30-day period as DAI, in its sole discretion, may grant in writing at Contractor's request prior to expiration of said period. Contractor will not proceed with any changes unless notified to proceed in writing by the Contract Administrator.

Nothing herein will be construed as relieving Contractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Contractor entitlement to, or the amount of, any adjustment in time or compensation. If the Contract work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

- 12.2 **Potential Changes:** The Contractor will, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the Contract Administrator within five (5) working days, of such changes and will request written disposition.

ARTICLE 13 - WARRANTY AND GUARANTEE

- 13.1 **Responsibility of the Contractor - Services:** The Contractor shall be responsible for the professional quality, technical accuracy, timeliness and the coordination of all material produced and other services furnished by the Contractor under this Contract. Therefore, the Contractor shall provide and maintain an inspection system acceptable to DAI covering the services under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to DAI during Contract performance and for as long afterwards as the Contract requires. DAI has the right to inspect and test all services called for by the, to the extent practicable at all places and times during the term of the Contract. The DAI shall perform inspections and tests in a manner that will not unduly delay the work.

Inspection and Acceptance: If any of the services performed do not conform with Contract requirements, DAI may require the Contractor to perform the services again in conformity with Contract requirements, for no adjustment to the level of effort. When the defects in services cannot be corrected by re-performance, the DAI may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and reduce any amounts payable under the Contract to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the DAI may by Contract or otherwise, perform the service and reduce any fee payable by an amount that is equitable under the circumstances or terminate the Contract for default.

- 13.2 **Warranties Flow to the Contractor and Client:** Contractor's warranties together with any services warranties shall flow to the DAI and the Client. The Contractor warrants that it will, whenever practicable, seek to insure that any manufacturer or supplier warranty provided with delivered or furnished products shall flow to DAI and the Client.

ARTICLE 14 - SUSPENSION AND TERMINATION

- 14.1 **Suspension of Work:** The Contractor will, upon written notice from DAI's Contract Administrator, suspend, delay, or interrupt all or a part of the Scope of Services for a period of up to ninety (90) days after the suspension order is delivered to the Contractor. In such event, the Contractor will resume work upon the suspended activities upon written notice from DAI. If any suspension, delay or interruption causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, DAI shall make an equitable adjustment and modify the Agreement in writing. The Contractor may elect, by written notice to the Contract Administrator, to terminate the Contract for its convenience if DAI's suspension of work notice is not cancelled within the 90-day period. Any claim by the Contractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Contract Administrator within thirty (30) calendar days from the date of receipt by Contractor of the written notice of suspension from DAI.

or within such extension of that 30-day period as DAI, in its sole discretion, may grant in writing at the Contractor's request prior to expiration of said period. Nothing herein will be construed as relieving Contractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Contractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

- 14.2 DAI may, by written notice, terminate the whole or any part of the Contract issued hereunder for default in the event that the Contractor fails to perform any of the provisions of the Contract or of any Attachment incorporated herein, or fails to make progress as to endanger performance of the Contract in accordance with its terms, or, in the opinion of DAI, becomes financially or legally incapable of completing the Contract and does not correct such to DAI's reasonable satisfaction within a period of seven (7) calendar days after receipt of notice from DAI specifying such failure. If, after notice of termination, it is determined for any reason that Contractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to termination for convenience. In the event of termination for default, Contractor will not be entitled to termination expenses. Regardless of the cause of termination, the Contractor shall deliver to DAI legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs.
- 14.3 All or part of the Work issued hereunder may be terminated by DAI for its convenience upon thirty (30) days written notice to the Contractor. In such event, Contractor will be entitled to compensation for services competently performed up to the date of termination and its allowable, allocable, and reasonable termination expenses as determined by applicable FAR, other US Government, DAI and or its Client's regulations.

ARTICLE 15 - OTHER PROVISIONS

- 15.1 **Third Party Liability:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the DAI and the Contractor.
- 15.2 **Relationship of Parties:** The Contractor has entered into this Agreement as an independent contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between Contractor and DAI or any of its employees.
- 15.3 **Rights and Remedies:**
- a) No failures of or delay by DAI in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by DAI of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Contract.
 - b) Neither the Contractor's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Contract

and the Contractor shall be and remain liable to the DAI and the Client for damages caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- c) The rights and remedies of the of DAI or the Contractor provided for under this Agreement are in addition to any other rights and remedies provided by law.

- 15.4 **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mutual consent, shall be settled by arbitration by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. During the pendency of any controversy or claim hereunder, the or shall proceed diligently with the performance of the Contract and in accordance with the direction of the Contractor and Contractor will continue to make regular payments.

Nothing in this Agreement shall be construed as granting the Contractor the right to bring a direct claim or direct course of action against the Client.

- 15.5 **Calendar Days:** All period of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.
- 15.6 **Applicable Law:** In performing the Work, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss, to include those applicable in the country in which the Work is being performed, if outside of the United States. The Contractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Maryland. This clause shall not be in derogation of any rights DAI may otherwise have to seek removal of any action instituted against it by Contractor to the appropriate United States District Court.
- 15.7 **Licenses:** Except as otherwise directed by DAI, the Contractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Contractor to perform the services required hereunder.
- 15.8 **Force Majeure:** The Contractor shall not be liable by reason of any failure in the performance of this Agreement in accordance with the terms hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, acts of government, municipal, or other authority, fires, floods, epidemics, quarantines, strikes and labor disputes.
- 15.9 **Standards of Business Ethics & Conduct:** DAI believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that DAI employees, agents, Contractors and representatives adhere to a particularly high ethical standard. DAI's expectation is that Contractor also will conduct its business fairly, impartially and in an ethical and proper manner. If Contractor has cause to believe that DAI or any employee or agent of DAI has

acted improperly or unethically under this agreement/order, Contractor shall report such behavior to the DAI Ethics Hotline at +1-503-597-4328, Ethics@dai.com, or www.dai.ethicspoint.com.

The Federal Acquisition Regulation ("FAR") has recently added requirements for many contractors and subcontractors to create and implement a company-specific code of ethics and business conduct as well as a compliance program in order to avoid and detect improper and unethical behavior. FAR 52.203-13 sets forth the specific requirements and is required to be in all contracts, and subcontracts, that have a value in excess of \$5,000,000 and a performance period of more than 120 days. When this provision appears in DAI's prime contract (see Annex C or D), Contractors and Subcontractor must also comply with these requirements. (Regardless of whether the clause is required to be included in the contract or subcontract, DAI encourages Contractor to implement its own code of ethics and business conduct and compliance program.) Where applicable, the following changes are made to these clauses for incorporation into this Contract:

"Contractor" or "prime contractor" will mean "Contractor."

"Government" will mean "DAI."

"Contracting Officer" will mean "DAI."

"Contract" or "Schedule" will mean this "Contract."

Signing this Contract certifies that Contractor meets any and all applicable requirements for having a code of ethics and business and compliance program.

15.10 RESERVED

15.11 RESERVED

15.12 **Whistleblower Provision:**

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM
EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)

(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 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 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

15.13 **Pay Transparency Nondiscrimination Provision:**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another

employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to such compensation information, unless such disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

- 15.14 **Anti-lobbying:** The Subcontractor certifies, to the best of its knowledge, that no United States Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on its behalf in connection with the awarding of any federal contract, the making of any federal loan, or the entering into any cooperative agreement. The Subcontractor shall disclose to DAI any lobbying contact that Subcontractor has or that occurs in relation to this Agreement.

15.15 Combating Trafficking in Persons Provision

COMBATING TRAFFICKING IN PERSONS (October 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.

“Commercially available off-the-shelf (COTS) item” means--

- (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.

“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.

“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 accessible to the worker, 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 cost to be charged to the 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 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 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 Web site 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 employee, 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.
- (i) *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—

(A) 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

(B) 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.

15.16 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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](#).

(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)

15.17 **Entire Agreement:** This Subcontract supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subcontract may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Subcontract.

15.18 **Order of Precedence:** The documents listed below, together with any modifications issued under this Agreement, constitute the Subcontract Documents of this Agreement. Any terms and conditions set forth in the Subcontractor's proposal are void. Except for any formal written modifications to the Agreement duly issued by an authorized representative of Contractor, any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not

act to supplement or replace the terms and conditions of this Agreement. For the purposes of establishing obligations and the resolution of ambiguities in the Subcontract Documents, the following order of precedence shall prevail:

1. Subcontract Agreement and Federal Acquisition Regulations as referenced in Attachments C and D.
Where applicable, the following changes are made to these clauses for incorporation into this Subcontract:
"Contractor" or "prime contractor" will mean "Subcontractor."
"Government" will mean "DAI."
"Contracting Officer" will mean "DAI."
"Contract" or "Schedule" will mean this "Subcontract."
2. Attachment A, Statement of Work
3. Attachment B, Deliverable/Payment Schedule
4. Attachment D, Sample Invoice Format
5. Attachment E, Executive Compensation Certification-This certification must be completed and returned with the executed Subcontract.