



REQUEST FOR PROPOSAL

Data Collection for the Performance Evaluation of the
Property Rights Project (PRP) in Mongolia
RFP No. 2018-PE-PRP-Mongolia-001

RFP Release Date:	1 February 2018
Question/ Inquiry Submission Deadline:	9 February 2018 5:00PM ET*
Proposal Submission Deadline:	2 March 2018, 12:00PM ET
Performance Period (Estimated):	1 April 2018 - 30 March 2019
Anticipated Type of Award:	Firm Fixed Price
Cloudburst Client:	Millennium Challenge Corporation (MCC)
Cloudburst Project Name:	Performance Evaluation of the Property Rights Project (PRP) in Mongolia
Prime Contract / Task Order #:	MCC-17-CON-0034
Place of Performance:	Subcontractor's Place of Business

* Questions and Answers will be included on our company website's home page, www.cloudburstgroup.com.

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SUBCONTRACTOR INFORMATION

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Small Business Classification (http://www.sba.gov/size/) Check ALL that apply.	<input type="checkbox"/> Small Business Concern (SB) <input type="checkbox"/> Small Disadvantaged Business or Minority-owned Business (SB + SDB)* <input type="checkbox"/> Woman-Owned Small Business (SB+WOSB)* <input type="checkbox"/> Veteran-Owned Small Business (SB+VOSB)*	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business (SB+SDVOSB)* <input type="checkbox"/> HUBZone (Historically Underutilized Business Zone) located firms (SB+HUBZone)** <input type="checkbox"/> Alaska Native Corporation and Indian Tribes (SB+ANC/IT)*
Federal Laws and Regulations provide penalties for vendor misrepresentation of size and status information. The applicable provisions can be found in 48 C.F.R. 52.219-1 and 15 U.S.C. 645(d). * 51% or more owned and daily-managed by the respective Minority-, Woman-, Veteran-individual(s) in accordance with Federal Acquisition Regulation 52.219-8 ** Valid certification required; HUBZone firms must be listed on http://web.sba.gov *** Historically Black Colleges and University (HBCU) or Minority Institutions (MI)		
If not a Small Business, check one.	<input type="checkbox"/> Large Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Foreign/Other <input type="checkbox"/> HBCU/MI***	
Legal Status	<input type="checkbox"/> C-CORP <input type="checkbox"/> S-CORP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other - Explain:	
REFERENCES/PAST PERFORMANCE		
Have you subcontracted to Cloudburst before?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please provide the Cloudburst Subcontract Number(s)):	
Have you performed Federal work before?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please circle one of the following: The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) registered in www.sam.gov . (Please note this is a requirement. If not yet registered, please describe current registration status: _____). The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency. The company identified on this questionnaire (<input type="checkbox"/> Is <input type="checkbox"/> Is Not) compliant with FAR 52.222-21, Prohibition of Segregated Facilities.		
Evidence of Responsibility		
In accordance with the evidence of responsibility criteria of FAR 9.104-1 General Standards, Offeror represents that: (i) Offeror has adequate financial resources to perform the contract, or the ability to obtain them in accordance with FAR 9.104-3(a);		

- (ii) Offeror is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (iii) Offeror has a satisfactory performance record in accordance with FAR 9.104-3(b) and Subpart 42.15;
- (iv) Offeror has a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws;
- (v) Offeror has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) in accordance with FAR 9.104-3(a);
- (vi) Offeror has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (vii) Offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Anti-Terrorism Certification

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The undersigned declares that the information contained in this questionnaire is current, accurate and complete and that s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from Cloudburst.

Proposal Authorized By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorized for and on behalf of:

Company: _____

Address: _____

DUNS No.* _____ Business Registration No. _____

*A DUNS Number is required to submit a proposal. To obtain a DUNS Number, go to <https://fedgov.dnb.com/webform>.

I. INTRODUCTION

a. Company Background

Cloudburst Consulting Group, Inc. (Cloudburst) is a Maryland-based consulting firm founded in 2005 with a mission to improve the effectiveness of programs that serve underserved socially and economically disadvantaged persons in the U.S. and abroad. For more information, please go to www.cloudburstgroup.com.

b. Program Background

The Millennium Challenge Corporation (MCC) has contracted The Cloudburst Group (Cloudburst) to implement a performance evaluation of the Property Rights Project (PRP) in Mongolia during the period 6th November 2017 to March 31st 2019. The PRP was implemented by the Millennium Challenge Account (MCA) Mongolia from 2008 to 2013.

II. PROPOSAL PURPOSE

The purpose of this RFP is to subcontract with a local Mongolian data collection firm to collect follow-up data as part of the performance evaluation and assessment of the Property Rights Project (PRP) in Mongolia. This follow-up data collection will include measuring land transaction times and land-based credit transactions through administrative data, a banking customer survey, structured key informant interview surveys, focus group discussions, and open-ended interviews with key stakeholders.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

Cloudburst anticipates issuing a Firm Fixed Price Subcontract to an Offeror, though another type may be used at Cloudburst's discretion. Cloudburst will issue fixed payment(s) based on submission and Cloudburst acceptance of deliverables. Once a subcontract is issued, it will include a fixed price payment schedule with deliverables specified. A copy of the subcontract terms and conditions are attached to this RFP for informational purposes.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

a. Instructions for Proposal Preparation

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Offerors are required to submit the technical proposal in a separate file from the cost proposal. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following:

1. **Capability and Technical Experience Statement**
On company letterhead, demonstrate capabilities and technical experience by providing the following:
 - a. Organization overview
 - b. Capabilities statement
 - c. Project approach
 - d. Partner/subcontractor (if applicable)
 - e. Website
 - f. Monitoring & evaluation plan
 - g. Legal status verification
2. **Project Staffing**
Identify the project staffing and the percentage of the time each will spend on this activity. Include a resume for each individual considered essential for a successful implementation of this contract.
3. **Firm's Relevant Experience**
Offerors will demonstrate substantive, relevant experience in the following:
Survey methodology, Large N survey experience, data collection for experimental or quasi-experimental evaluation work, mobile/electronic data collection, qualitative research, including focus group discussions and interviews, translation and transcription of qualitative data, database management and SQL.
4. **Cost Proposal**
Offerors will submit a proposed budget with their proposals in a separate, sealed envelope labeled "Budget Proposal." The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in U.S. Dollars. Cloudburst reserves the right to request any additional information to support detailed cost and price. **Please note that the maximum available budget is USD \$200,000.**
5. **References**
Please include three client references and contact information. At least one reference should be a U.S.-based firm. References should have worked with your organization within the past two years and be specific to countries or regions (and if possible, subject matter) applicable to this RFP.

b. Instructions for Submission of Proposal

1. The technical and price proposals shall be submitted separately. Each volume shall be clearly identified with the RFP number and the Offeror's name. All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors must submit the proposals to:

Cloudburst Consulting Group, Inc.
Attention: Denise Lomuntad, Sr. Contracts Manager
Email: denise.lomuntad@cloudburstgroup.com

Faxed offers are not acceptable.

2. All inquiries and requests for information regarding this RFP must be submitted by e-mail to the following individual(s) no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

Cloudburst Consulting Group, Inc.
Attention: Denise Lomuntad, Sr. Contracts Manager
Email: denise.lomuntad@cloudburstgroup.com

Questions and Answers will be included on our company website's home page, www.cloudburstgroup.com.

3. Offerors shall provide proposals and related documentation in English.
4. The RFP Statement of Work (Attachment A) is attached for each Offeror's review. Offerors' responses must meet the requirements included in this section and thoughtfully demonstrate their unique ability to provide such services.

V. CRITERIA FOR EVALUATION

While Cloudburst will evaluate proposals based on a best value determination, Offerors should submit their most competitive price proposal. Only proposals conforming to the solicitation requirements will be considered. Proposals will be evaluated using the following criteria:

Firm's Capacity, Technical Expertise, and Management (maximum of 60 points)	Breakdowns within this category include: Technical approach (maximum of 30 points) <ul style="list-style-type: none">- Technical quality of the proposal;- Sample methodology- Field plans and management, including efficiency and attention to detail demonstrated in the proposed implementation plan for all data collection activities.
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	<p>Firm capacity, expertise, and management (maximum of 20 points)</p> <ul style="list-style-type: none"> - Strong, demonstrated capacity in data management and statistics; - Approach to managing all aspects of the data collecting activities including training, field planning, reporting, and validation; - Network of experienced enumerators, qualitative researchers, supervisors and translators; - Logistical planning and support for field activities, including phased roll-out (where necessary) and managing different data collection modes (i.e. survey data and structured interviews, focus group discussions, open-ended interviews, etc.); - Management support and training for staff to address multitude of issues that may arise in the field; - quality control and security procedures for collection of data; - Risk management protocols; - Staff with strong interpersonal skills and a team oriented spirit; - Experience working with Cloudburst <p>Firm local and national capacity (maximum of 5 points)</p> <ul style="list-style-type: none"> - Experience working in the proximity of the project area - Knowledgeable of local and national business practices and ability to operate effectively in accordance with local and national norms for doing business. <p>Proposal presentation (maximum of 5 points)</p> <ul style="list-style-type: none"> - proposal information is presented in a clear, logical manner and is well organized.
Firm's Relevant Experience (maximum of 20 points)	<p>The Technical Proposal demonstrates substantive, directly relevant experience:</p> <ul style="list-style-type: none"> - Managing large national surveys of similar scale; - Experience using mobile devices for collecting survey data. ODK-related data collection system preferred.
Team Qualifications (maximum of 20 points)	<ul style="list-style-type: none"> - The candidate firm has appropriate, experienced key personnel to undertake the outlined activities in the time frame indicated and while meeting or exceeding quality standards.

The evaluation committee will evaluate the technical proposal considering the technical criteria listed above and in relation to the importance of each criterion. The evaluation committee will review the cost proposals to ensure they are complete and without computational errors in addition to assessing the reasonableness of costs to complete the assignment, whether the costs reflect a clear understanding of the requirements and the cost effectiveness of the budget. A subcontract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to Cloudburst.

VI. SOLICITATION PROCESS

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at Cloudburst as indicated in Section IV (b) (2). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

The issuance of any contract resulting from this solicitation is subject to the prior approval from Cloudburst's Client and Cloudburst's review/approval of completed pre-award questionnaire (Attachment D).

VII. TERMS AND CONDITIONS

a. Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to Cloudburst, its employees/agents or if it is in the best interest of Cloudburst.

b. Modification of RFP Requirements

Cloudburst retains the right to terminate the RFP or modify the requirements upon notification to Offerors. All notifications will be posted on our company website's home page, www.cloudburstgroup.com.

c. Withdrawals of Proposals

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

d. Right of Negotiation and Acceptance of Proposal

This RFP represents a definition of requirements and is an invitation for submission of proposals. Cloudburst reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

Cloudburst may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory and delivered no later than the submission time and date indicated on the cover sheet of

this RFP. Cloudburst may reserve the right to waive any minor discrepancies in a proposal.

Cloudburst reserves the right to issue an award based on the initial evaluation of proposals without discussion. Cloudburst also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

e. Validity of Proposal

Proposals submitted shall remain open for acceptance for 90 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

f. Minimum Offeror Qualifications

Offerors submitting proposals must be officially licensed to do such business in Ethiopia and must provide documentation to verify licensure (i.e. tax id, registration certificate, etc.). In addition, Offeror may be required to provide information regarding the following:

- Demonstration of adequate management and financial resources to perform the contract;
- Satisfactory records of performance history, integrity and business ethics.

g. Intellectual Property Rights

All tangible or intangible property created or acquired under this contract shall be the exclusive property of Cloudburst and its Client. The term “property” includes all data and reports associated with this engagement.

h. Confidentiality

Information pertaining to Cloudburst, its Client and Client’s partners obtained by the Offeror as a result of participation in this RFP is confidential and shall not be disclosed at any time without prior written authorization from Cloudburst’s Contract Manager.

VIII. ATTACHMENTS

- Attachment A: Statement of Work
- Attachment B: Sample Budget Format
- Attachment C: Pre-Award Questionnaire
- Attachment D: Sample Subcontract

Attachment A

Statement of Work

A. INTRODUCTION

The Millennium Challenge Corporation (MCC) has contracted The Cloudburst Group (Cloudburst) to implement a performance evaluation of the Property Rights Project (PRP) in Mongolia during the period 6th November 2017 to March 31th 2019. The PRP was implemented by the Millennium Challenge Account (MCA) Mongolia from 2008 to 2013.

The Cloudburst Group is a research and consulting firm providing technical advising and services on Land Tenure and Natural Resource Management. Cloudburst's mission is to collaborate with clients to improve outcomes for underserved populations by providing innovative and sustainable solutions through applied research and analytics.

As part of the evaluation, Cloudburst will investigate whether and how the PRP has increased the efficiency of land registration and collateral-based lending. Cloudburst will subcontract with a data collection firm for the collection of follow-up data as part of the performance evaluation and assessment of the PRP. The follow-up data collection will include measuring land transaction times and land-based credit transactions through administrative data, a banking customer survey, focus group discussions, and interviews with key stakeholders.

B. BACKGROUND

An increasing number of rural Mongolians are migrating to cities, leaving behind their traditional nomadic life style in search of greater opportunities. This rapid urbanization to cities such as Ulaanbaatar, Erdenet and Darkhan, which have limited available and affordable housing, forces poor migrants to dwell in unplanned and underdeveloped peri-urban settlements, known as “*ger* areas.” The continued growth of *ger* areas highlights the need for stronger property rights regulations and a more streamlined and accessible pathway to land and property ownership.

This data collection is a continuation of an evaluation of the Registry Systems Process Study (RSPS) evaluation of the Land Privatization and Registration System activity of the Property Rights Project in Mongolia. Baseline data was collected in 2010-2012 and 2013 by Innovations for Poverty Action (IPA). Continuing this effort, Cloudburst is conducting a follow-up data collection and evaluation in order to have a more complete set of data for the performance evaluation. This RFP is for the data collection portion of this endeavor, for tasks specified below in Section C.

C. ACTIVITIES

The Subcontractor will work with Cloudburst (Cloudburst PE team) to develop a plan for conducting survey and data collection activities relating to this performance evaluation. The survey area covered by the performance evaluation includes the Capital City of Ulaanbaatar and eight provinces around the country [City of Erdenet (Orkhon aimag); City of Darkhan (Darkhan-Uul aimag); City of Arvaikheer (Uvurkhangai aimag); City of Uliastai (Zavkhan aimag); City of Khovd (Khovd aimag); City of Zuunmod (Tuv aimag); City of Undurkhaan (Khentii aimag); and City of Choibalsan (Dornod aimag)]. The assignment is expected to include the following tasks:

Survey Instrument Development

- As requested, provide review of draft evaluation instruments.
- Facilitate and/or participate in virtual workshops with MCC and local stakeholders to solicit stakeholder feedback on instruments, as needed, and document this feedback.
- After external review, Cloudburst may also request Subcontractor support with responses to reviewer comments on the evaluation instruments.

Support to GAIPSR and partner Banks to collect several types of transaction and loan data:

- Historical property transaction data will provide baseline values of the indicators of transaction time for the transaction types included in the evaluation. This data may be aggregated from historical electronic registry datasets or digitized paper registry records. The final source of this data will be determined by Cloudburst in consultation with the Subcontractor.
- Electronic Property Registration System (ePRS) transaction data will provide multiple data points about post-ePRS values of the indicators of transaction times. This data will be obtained through an export of the ePRS transaction data by the central Database Software Division of the General Authority for Intellectual Property and State Registration (GAIPSR) of Mongolia, supported by the Subcontractor. This export will include all transactions for the years with complete data (2014, 2015, 2016, and 2017) from Ulaanbaatar and the cities in the eight aimags digitized through the PRP (Erdenet, Darkhan, Arvaikheer, Uliastai, Khovd, Zuunmod, Undurkhaan and Choibalsan).
- The Subcontractor will also work with the Mongolian Bankers Association and other bank contacts to obtain data on the numbers of loans and loan values supported by mortgages or other guarantees of immovable property and land over the last ten years, and some characteristics of these loans (type of loan, interest rate, average term, average default rate).

Banking Customer Survey - conduct a survey with eligible banking customers using a mobile data collection effort. The banking customer surveys will include:

- Obtaining high quality written translation of the instrument to Mongolian, if possible by a certified professional translator.
- Working with Cloudburst PE team to develop an enumerator training manual, as well as field logistics and field team management plan.
- Working with Cloudburst PE team to develop an electronic data collection and data management plan utilizing Survey CTO.
- Piloting the electronic data collection.
- Collecting data using mobile devices and Survey CTO. Each survey is expected to take approximately 60 minutes to complete.
- Selecting eligible loan applications (land or property based transactions, such as mortgages or collateralized loans) in approximately 26 bank branch locations, as specified by Cloudburst by administering a short survey upon referral.
- Administering a full survey in-person to eligible applicants.
- Contacting respondents to conduct a follow-up survey approximately 2 weeks after the initial survey.
- Collecting 900 banking customer surveys.

Structured Key Informant Interviews - conduct a survey with key informants (registers at GAIPSR and loan officers at banks) using a mobile data collection effort. The structured key informant interviews will include:

- Obtaining high quality written translation of the instrument to Mongolian, if possible by a certified professional translator.
- Working with Cloudburst PE team to develop an enumerator training manual, as well as field logistics and field team management plan.
- Working with Cloudburst PE team to develop an electronic data collection and data management plan utilizing Survey CTO.
- Piloting the electronic data collection.
- Collecting data using mobile devices and Survey CTO. Each survey is expected to take approximately 60 minutes to complete.
- 150 structured KIIs will be collected with all GAIPSR registers employed at each district and province office within the MCA project area (Ulaanbaatar, Erdenet, Darkhan, Arvaikheer, Uliastai, Khovd, Zuunmod, Undurkhaan and Choibalsan) to understand the effects of the PRP infrastructure and capacity building interventions, including ePRS, as comprehensively as possible. The approximate sample size is estimated based upon the fact that the GAIPSR offices visited during follow-up evaluation scoping had seven to nine registers employed per location.
- Another 100 structured KIIs will be collected with loan officers in Ulaanbaatar, Erdenet, and Darkhan to understand the effects of registry digitization on the lending process and general trends in the lending environment.
- The loan officer key informant interviews will coincide in part with the banking customer survey data collection.

Focus group discussions (FGDs) - conduct focus group discussions with local citizens. The FGDs will include:

- Obtaining high quality written translation of the instrument to Mongolian, if possible by a certified professional translator.
- Working with the Cloudburst PE team to develop a qualitative training manual, as well as field logistics and field team management plan.
- Conducting 90 - 120 minute focus group discussions, and recording the sessions using digital voice recorders.
- Conducting 3 FGDs with subgroups of interest in each of three districts in Ulaanbaatar (Bayanzurkh, Chingeltei, Songinokhairkhan), plus Darkhan and Erdenet: with women, with ger area residents (both men and women), and with loan officers (both men and women).
- Additionally, one FGD will be conducted with real estate agents in each of the three cities listed above.
- The number of FGDs conducted will be approximately 18.
- Preparing focus group discussion audio files, transcriptions into Mongolian, and translations of the transcripts into English, if possible by a certified professional translator. All three files will be shared with Cloudburst.

Open-ended key informant interviews (KII) - conduct open-ended key informant interviews with key stakeholders. The open-ended KII will include:

- Obtaining high quality written translation of the instrument to Mongolian, if possible by a certified professional translator.
- Working with the Cloudburst PE team to develop a qualitative training manual, as well as field logistics and field team management plan.
- Conduct interviews with Former Land Market Specialists (4); PRP stakeholders / representatives at ALAMGaC central, Darkhan, and Erdenet offices (3); PRP stakeholders / representatives at the GAIPSR central property registration department and Darkhan and Erdenet offices (4); PRP stakeholder / representative at the Land Administration department of Capital City (1); Former MCA Mongolia Compact Chief of Party (1); Former MCA Mongolia PRP Director (1); Former MCA Mongolia gender and social specialists (2); President of the Chamber of Notaries at the time of the PRP (1); Real estate representative (1); Current president of the Chamber of Notaries (1); and, Representatives of PRP-implementing subcontractors (2).
- The number of open ended KII conducted will be approximately 21.
- Preparing KII audio files, transcriptions into Mongolian, and translations of the transcripts into English, if possible by a certified professional translator. All three files will be shared with Cloudburst.

Transcription and translation of qualitative recordings. This will include:

- Transcribing a maximum of 21 open-ended key informant interview audio files into Mongolian, and translating the transcripts into English, if possible by a certified professional translator;
- Transcribing a maximum of 18 focus group discussion audio files into Mongolian, and translating the transcripts into English, if possible by a certified professional translator.

Endline report translation and stakeholder feedback workshop

- Obtaining a high-quality translation of the technical endline report from Mongolian to English, if possible by a certified professional translator.
- Prepare logistics for and facilitate a local workshop of the endline report with the Government of Mongolia point of contact (POC) and Implementing Entities.
- Collect and translate the stakeholder feedback.

Please note that the final determination of activities to be included within this subcontract will be made at the time of award. These activities will take place over a period of performance lasting approximately 11 months. The anticipated timing of the data collection activities is listed in the table below.

Source / Instrument	Timing of Collection	Timeframe of Data	Sample Unit / Respondent	Sample Size
Historical (pre-ePRS) registry transaction data	May-July 2018	Prior to mid-2013	GAIPSR office transactions	TBD
ePRS registry transaction data	May-July 2018	2014-2016	GAIPSR office transactions	TBD
2 nd round banking customer survey	Sept-Oct 2018	2018	Banking customers	900
Structured KIIs with GAIPSR registers	Sept-Oct 2018	2018	GAIPSR registers	~150
Structured KIIs with loan officers	Sept-Oct 2018	2018	GAIPSR registers	~150
Focus group discussions	Sept 2018	2018	Individuals	18
Open-ended key informant interviews with key PRP implementers and stakeholders	Sept 2018	2018	Project implementers and stakeholders	20

Translation of the endline report and the stakeholder feedback workshop support will occur in early 2019.

The Subcontractor will complete the following activities associated with this follow-up data collection:

1. Implementation Plan, Activity Timeline Chart, and Ethical Clearance Documentation

The Subcontractor is expected to provide an implementation plan as a part of their technical proposal at the time of bid submission. The Subcontractor must include in the implementation plan the strategies for collecting, digitizing, managing, and cleaning data. This plan, including documentation describing how it plans to conduct the pre-testing, field work, and data cleaning will also be revised and resubmitted to Cloudburst for comment and approval after the inception phase of the subcontract. This document must be provided sufficiently before each activity is undertaken to allow for one business week of time for feedback plus time for revision by the Subcontractor. Please be aware that the option of one or more additional rounds of comments may be required depending on the extensiveness of initial comments. This plan should focus on how the Subcontractor will:

- Staff the project and execute tasks
- Maintain adequate operational scheme and the organization of human resources to undertake data collection, process of data collected, inspect completed questionnaires, and document the datasets.
- Attain high response rates of at least 90 percent overall for all questionnaires (complete 3 sets of questionnaires). The Subcontractor will be required to capture and carefully document non-response rates and reasons. Item non-response rates for the key data fields identified must average no more than 10 percent. Based on the Cloudburst PE team estimation, the Subcontractor should consider oversampling to attain the required number of complete banking customer survey observations (900).

- Attain data on refusals to participate in the survey, with explanations why they refused. The refusal and missing surveys need to be recorded and justified.
- Maintain records for participants who dropped out partway through the process, distinguishing between participants that could not be found versus those which failed to complete the registration process.
- Conduct pre-testing of the survey, including focus groups and pilot testing of both the instruments and the data collection process.
- Coordinate with interviewers and verify the accuracy and completeness of recorded responses for a sample of cases.
- Retrieve information on missing or erroneous critical items.
- Submit all preliminary and final datasets and files to Cloudburst
- Identify and correct problems in a timely manner.
- Provide telephone contact information to allow for future follow-up surveys.

Upon award, the Subcontractor will be responsible for developing the Activity Timeline Chart in collaboration with the Cloudburst PE Team, outlining the timeline for all PE activities. The Activity Timeline Chart shall be submitted in one week after the commencement of the Services under the subcontract and include any necessary revisions from the original proposal based on field discussions. Cloudburst will provide comments within one calendar week of receipt, and the Subcontractor shall provide a final work plan within one week.

In addition, the Subcontractor will be responsible for acquiring all permissions necessary for (1) conducting the survey and (2) sharing the data publicly without compromising personally identifiable information. Where required, this may include relevant permissions from national and/or local authorities, and Institutional Review Board (IRB) permissions for protection of human subjects¹. The Subcontractor is also responsible for adhering to local formalities and obtaining any required permits related to the survey implementation, as well as survey team health and accident insurance, salary, taxes, and others as necessary. Through the course of obtaining ethical clearance, the Subcontractor should also identify and report any respondent compensation packages/gifts according to local custom.

The Subcontractor will provide Cloudburst with weekly updates on the status of the project via e-mail and will be available for conference calls or in person meetings as requested to discuss the project's status directly for the duration of the subcontract period of performance. The Subcontractor should propose appropriate adjustments in the implementation plan based on findings from pre-testing, pilot testing, and the review of field conditions as part of the weekly updates in addition to formal documentation. In addition, the Subcontractor should be prepared to answer any technical or clarifying questions Cloudburst has throughout the process and respond in a timely manner.

DELIVERABLES:

1.1) Implementation Plan

1.2) Activity Timeline Chart

1.3) Evidence of ethical clearance and approval for public data sharing and any necessary documentation including any documentation required for IRB approval.

¹ The Cloudburst PE team will obtain IRB approval in the United States. The Subcontractor is only responsible for any additional IRB clearance that is required in Mongolia.

1.4) Translated recruiting and consent scripts into Mongolian

1.5) Planning and logistics Skype meeting with Cloudburst project coordinator (1st meeting)

2. Survey instrument translation and formatting for use with Android devices and Preparation of Survey Respondent Identification Plan

The Cloudburst PE team will provide English versions of the survey instruments to the Subcontractor. The Subcontractor will obtain high quality written translations of the instruments to Mongolian, if possible by a certified professional translator.

The software used to collect data using tablets and managing the survey data is Survey CTO, a variation of Open Data Kit (ODK), which runs on any Android platform. The Cloudburst PE Team will provide the Subcontractor with a basic version of the English version questionnaire programmed into Survey CTO. After the Subcontractor translates the survey into Mongolian, the Subcontractor, with assistance from the Cloudburst PE Team, will ensure that the translated version of the survey matches the English version of the survey in the programmed Survey CTO instruments. *Please note that the Cloudburst PE Team will be responsible for all survey programming. The Subcontractor will need to provide Android equipped devices- either tablets or mobile phones – on which to conduct the survey.*

Testing and revising of the software will be carried out on an ongoing basis by the Subcontractor in coordination with the Cloudburst PE Team. As stated above, the Cloudburst PE Team will be responsible for all survey programming and revisions to the programmed surveys. The Cloudburst PE team will help to build the capacity of the enumerators in the use of phones/ tablets to allow for trouble shooting of potential problems as they arise in training exercises as well as when being implemented in the field.

Preparation of Survey Respondent Identification Plan

The Subcontractor, in consultation with the Cloudburst PE team, must propose a robust plan for selecting the banking customer survey sample and focus group discussion participants. The midline field sampling plan should involve:

- A method for recruiting and screening banking customers for eligibility to participate in the banking customer survey, to be provided by Cloudburst. As stated previously, based on the Cloudburst PE team's estimation, the Subcontractor should consider oversampling to attain the required number of final completed banking customer survey observations (900).
- A methodology for selecting focus group participants, to be provided by Cloudburst.
- A method for recording and reporting tracking attempts and attrition rates, as well as reasons for attrition.

DELIVERABLES:

2.1) High-quality data collection instrument translation

2.2) Local language versions of data collection instruments adapted for phone use

2.3) Written Survey Respondent Identification Plan and Tracking and Attrition plan approved by the Cloudburst PE Team

2.4) Planning and logistics Skype meeting with Cloudburst project coordinator (2nd meeting)

3. Staff Recruitment

The personnel requirements for this project include:

- *Core survey team:* The Subcontractor will propose the composition of the core survey team (and the level of effort for each position as % of full-time positions)
- *Field Team:* The Subcontractor will propose: i) the composition of each field team; and ii) the number of field teams.

Key personnel requirements for this project include:

- Project manager
- Data manager
- Survey supervisors
- Survey enumerators
- Qualitative researchers

The Subcontractor may propose additional key personnel and provide justification for them in their technical response at the time of bid submission. The Subcontractor must propose a team that has expertise in database management and SQL. This qualification can be held by the data manager or covered through another arrangement.

The number of enumerators and field teams must be known as early as possible to ensure the phones can be provided to the Subcontractor in a timely and efficient manner. Prior to any training or field activities, the Subcontractor must conduct sufficient piloting of the hardware and software to ensure they meet the necessary requirements.

DELIVERABLE:

3.1) Roster of core survey team and field personnel with their corresponding qualifications.

Modifications to the questionnaires and programming into the survey software must take into consideration the time and effort necessary to test the updated version and ensure all phones have been uploaded with the most current version of the questionnaire and **will be completed by the Cloudburst PE team.**

4. Field Work Plan

The Subcontractor will develop a Field Work Plan that outlines in detail all aspects of the field work to be conducted by the Subcontractor. The Plan will be developed with guidance from the Cloudburst PE team. The Field Work Plan should include:

- Final updated Activity Timeline Chart
- Composition of field teams
 - Number of field managers, if any
 - Number of survey enumerators
 - Number of survey supervisors
 - Qualifications, training of each survey team member

- Expected tasks, responsibilities and schedule of delivery of each member of the team
- Amount of time allocated to be spent in each survey location
- Transportation and lodging logistics
- Protocol for confirming that the location has been correctly identified
- Supervision and spot check plans to ensure adherence to data collection protocols and confirm quality of data collection and entry (may specify a minimum of, for example, 10% of surveys observed by the supervisor).
- Quality control plan - some examples of frequently used quality control measures are: audits, whereby an auditor returns to a small number of surveyed households to verify some number of the responses; spot checks in the field, where supervisors visit field teams unannounced to ensure compliance with the methodology; and a comparison of responses by enumerators to check for falsification or systematic errors by particular enumerators. Quality control checks will be conducted by both the Subcontractor and by the Cloudburst PE Team for the duration of data collection.
- Protocols and procedures for addressing data inconsistencies/misreporting when identified
- Protocols for phone based-data collection
 - Training staff and enumerators on the use of phones
 - Ensuring all phones have the correct software and current version of the questionnaire
 - Logistics and system for recharging phones and contingency plans
 - Development of instructional materials and field reference materials
 - Checklist of requirements for data collection teams and supervisors
 - Establish plan for enumerator check-in with field supervisors, backing up survey data, and uploading/transferring of data
 - Protocols for timely uploading and backing up of data
 - Plans for trouble shooting and contingency plans in case of phone failure
 - Transmitting data to central data manager and feedback to the field teams in order to conduct quality checks as needed.
- Data transmission and validation protocols

This Field Work Plan will be presented to the Cloudburst PE Team for comment, and revised as necessary prior to commencing fieldwork. The Subcontractor must then implement the survey, adhering as closely to the plan as conditions allow. If field conditions dictate significant changes to these plans, the Subcontractor's Field Managers are obliged to inform the Cloudburst PE Team via the Subcontractor's management through e-mail or Skype before making any changes to the plan.

DELIVERABLE:

- 4.1) Written Field Work Plan approved by the Cloudburst PE Team.

5. Procurement of Materials and Training of Field Staff

Procurement Plan:

The Subcontractor must identify and procure any necessary equipment for undertaking this data collection, including electronic data collection devices such as Android phones or tablets digital audio recording devices, and data storage and management equipment such as field laptops. All proposed equipment to be procured or rented should be identified in both the technical and cost volumes at the time of bid submission.

Staff Training:

The core staff from the Subcontractor engaged in managing and carrying out this survey will receive additional training from the Cloudburst PE Team on electronic data collection, sampling and randomization, and qualitative research protocols. As necessary, the Cloudburst PE Team will provide additional training and instruction of Subcontractor staff in electronic data collection.

Enumerator and Qualitative Training:

The Subcontractor will provide a comprehensive general training to the field managers, survey supervisors, survey enumerators and qualitative researchers in order to create a team environment and to allow for substitution between roles should any team member take a leave of absence due to illness or other emergency. Because the training should also serve as a screening process for skilled enumerators and data entry agents, the Subcontractor should also recruit more enumerators and qualitative researchers for the training than will be ultimately hired for the project. The supervisors and Field Managers should receive supplemental training as described above.

The training should be scheduled to last a **minimum of seven (7) days**. The Subcontractor and Cloudburst PE Team will need to identify whether or not all training can take place in one plenary group, or if the number of trainees (supervisors, enumerators, qualitative researchers, etc.) is large, if it is better to divide the training into several sub-groups. In this case, the Subcontractor will still need to standardize training across sub-groups by using the same training materials among trainers. The Cloudburst PE Team will help to organize and facilitate the training. The successful implementation of the training, however, is the responsibility of the Subcontractor.

The Training programs should include:

Classroom Training - Theoretical: Training should include a review of the theory of the quantitative and qualitative questionnaires and each question in order to fully understand the objective of each question. Training should include individual and group exercises to become familiar with the practice of asking questions and filling questionnaires. This part of the training may include in-class demonstrations, where the questionnaire is projected and one enumerator completes the questionnaire in front of the classroom. The training may also use vignettes, where the firm designs case scenarios based on typical households (perhaps those found during the supervisor training or piloting) and have enumerator complete the questionnaire based on the vignette. Finally, the trainees should conduct pilot interviews/FGDs on the same subject, and have the interviewers fill in a questionnaire for the interview/FGDs to test consistency across the interviewers.

Classroom Training – electronic data collection: Those trained with the core Subcontractor staff will instruct enumerators on the use of the Android devices for data collection, either phones or tablets. The instruction will cover the practicalities of using the devices to conduct the surveys. The training will also cover logistical and practical considerations such as charging the device, troubleshooting in the field, and contingency plans and steps if need to revert to a paper-based version. The training session should also discuss the responsibilities of the enumerator and to ensure proper care is taken protect the phone and accessories from theft and damage.

The Subcontractor will draft and develop training materials with input from the Cloudburst PE Team. If necessary, the Subcontractor will have the training materials and field manuals translated to the local language and/or adapted for the local context.

DELIVERABLES:

- 5.1) Identify and procure any additional materials (i.e. digital voice recorders, charging stations, memory cards, etc.)
- 5.2) Locally adapted training materials and field manuals
- 5.3) Planning and logistics Skype meetings with Cloudburst project coordinator (3rd meeting)
- 5.4) Training with in-country Cloudburst representatives on all survey instruments and protocols
- 5.5) Report on training activities

6. Pilot Test

After the theoretical and classroom practices, the field teams will travel to the field to administer the full questionnaire to a small number of households (outside the study sample). The pre-test should simulate the administration of the questionnaire under normal circumstances. (The Cloudburst PE Team will accompany the field teams on the pilot test and first week of data collection to assist in trouble-shooting any issues and provide general support to the data collection effort.) Indicators of success include:

- Field teams correctly locate and interview households in the enumeration area
- Field team members understand their roles
- Field team members understand, and correctly follow interviewing protocols
- Data from households (outside of the study area) are successfully collected, aggregated in ODK, trial dataset has been generated, and supervised for quality without major data entry program problems

DELIVERABLES:

- 6.1) Summary of process of the pilot test and data successfully transferred to the Cloudburst PE Team.
- 6.2) Dataset (in properly documented format) from pilot test transferred to Cloudburst PE Team.

7. Field Work Management and Supervision

To ensure field teams and enumerators are as prepared as possible and capable of carrying out the survey field work as efficiently as possible, the Subcontractor will develop a field team checklist to aid in implementation and supervision of the data collection. The field team checklist will ensure each team and enumerator has all the materials necessary to conduct field activities and what to do in case they encounter a problem. The checklist to be developed may include:

- Enumerator has received phone and accessories and is responsible for these
- Supervisor has received tablet and accessories and is responsible for these
- Necessary field and training guides
- Phone/Tablet troubleshooting guide
- Contract information of field manager, project manager, data manager, etc.

- Letter from Subcontractor and any other agencies/organizations as appropriate
- Back-up paper versions of questionnaire
- Etc.

DELIVERABLE:

7.1) Field team checklist

8. Data Collection

During the support to GAIPSR / partner banks and field portions of data collection, the Subcontractor is expected to provide preliminary datasets for Cloudburst to review on a periodic basis (described below). Cloudburst will review the preliminary datasets and provide comments and questions to the Subcontractor. Cloudburst will review the data to look for problems. As soon as feasible, Cloudburst will provide documentation of problems found for the Subcontractor to address. The Subcontractor shall have 48 hours to address the problem unless an alternative timeline is approved by Cloudburst. The Subcontractor may be provided more than one set of responses and comments by Cloudburst to be addressed.

At the commencement of each new data collection activity (or at a time agreed upon by Cloudburst and the Subcontractor), the Subcontractor shall submit to Cloudburst a preliminary dataset weekly for the first month of the data collection activity. The Subcontractor will thereafter provide Cloudburst additional increments of completed questionnaires biweekly (or at a time agreed upon by Cloudburst and the Subcontractor), during both the data collection support to GAIPSR / partner banks and field portions of the data collection activity.

During field data collection, a successfully completed survey location will include the following:

- Dataset containing all of the data collected, including complete data from the banking customers and structured key informant interviews
- Field Manager's report that documents:
 - Dates of arrival and completion at each survey location
 - Any notable difficulties or deviations from the standard field plan
 - Record of each refused survey, including the reasons for refusal
 - Any other notable occurrences
- Report on real-time validity checks upon receipt of data.

Once the entire data collection is complete, the Subcontractor shall submit the final datasets for further analysis. Cloudburst will review the final dataset and provide comments and questions to Subcontractor. Cloudburst will run basic data analyses to look for problems. Cloudburst will provide documentation of problems found for the Subcontractor to address. The Subcontractor will have 5 business days to address the problem unless an alternative timeline is approved by Cloudburst. The Subcontractor may be provided more than one set of responses and comments by Cloudburst to be addressed and should be prepared to respond to potential inquiries after the final report is provided. The dataset as a whole will be considered accepted by Cloudburst upon receipt of a letter indicating acceptance.

After the dataset is submitted, the Subcontractor shall submit a Data Collection Completion Report. The Data Collection Completion Report includes information beyond the dataset itself and should include:

- a. Overview of the data collection
- b. Documentation of data collection implementation
- c. Metadata (including documentation of survey implementation, descriptions of all variables, and coding scheme)

The Data Collection Completion Report should be submitted within a timeframe determined by Cloudburst. Cloudburst will review the Data Collection Completion Report and provide comments and recommendations to Subcontractor. The Subcontractor will have 5 days to respond to comments and recommendations unless an alternative timeline is approved by Cloudburst.

DELIVERABLES:

- 8.1) Project Manager's weekly/biweekly submission of preliminary database and written report of the progress of the follow-up data collection, including the information detailed above.
- 8.2) Completed Databases, including the GAIPSR transaction data bank loan data banking customer survey data, and the structured key informant interview data, with data correctly organized
- 8.3) Qualitative audio recordings of each qualitative module from community leader surveys and focus group discussion, correctly organized with files named according to Cloudburst PE Team specifications
- 8.4) Data Collection Completion Report

9. Translation and transcription

Transcription and translation of qualitative modules from open-ended key informant interviews and focus group discussions:

- The qualitative audio recordings from open-ended key informant interviews and focus group discussions will be subject to the word-for-word Mongolian transcription and subsequent English translation for submission to the Cloudburst PE Team.
- The Cloudburst PE Team will provide guidelines for the formatting and conventions used in the transcriptions and translations.
- The Subcontractor should present one (1) sample transcription and one (1) sample translation to the Cloudburst PE Team for comment and approval, and transcription and translation procedures should be revised as necessary prior to commencing the other transcriptions and translations.
- This includes transcription and translation of a maximum of 21 qualitative modules from community leader surveys and 18 FGDs.

DELIVERABLES:

- 9.1) One (1) sample transcription and one (1) sample translation
- 9.2) Transcribed text from the qualitative data collection
- 9.3) Translated text from the qualitative data collection

10. Translation of Endline Report and Sharing of Findings

The Subcontractor will produce a high-quality translation of the technical endline report from Mongolian to English, if possible by a certified professional translator. Additionally, the evaluation findings will be presented to implementing entities and Mongolian stakeholders at the GoM point of contact or accountable entity headquarters in-country. The Subcontractor will prepare logistics for and facilitate a local workshop on the endline report. At this workshop, the Subcontractor will collect and translate the stakeholder feedback and submit it to Cloudburst.

DELIVERABLES:

- 10.1) High quality translation of the technical endline report from Mongolian to English
- 10.2) Stakeholder workshop planning and logistics meeting with Cloudburst project coordinator
- 10.3) Completed stakeholder workshop with stakeholder feedback collected and translated.

D. DELIVERABLES SCHEDULE

Deliverable	Week after contract start*	
1.1) Implementation Plan	1.1	Week 1
1.2) Activity Timeline Chart	1.2	Week 1
1.3) Evidence of ethical clearance and approval for public data sharing and any necessary documentation including any documentation required for IRB approval.	1.3	Week 2
	1.4	Week 2
1.4) Translated recruiting and consent scripts into the Mongolian	1.5	Week 2
1.5) Planning and logistics Skype meeting with Cloudburst project coordinator (1 st meeting)		
2.1) High quality data collection instrument translation	2.1	Week 4
2.2) Local language versions of data collection instruments adapted for phone use	2.2	Week 4
	2.3	Week 4
2.3) Written Survey Respondent Identification Plan approved by the Cloudburst PE Team.	2.4	Week 4
2.4) Planning and logistics Skype meeting with Cloudburst project coordinator (2 nd meeting)		
3.1) Roster of core survey team and field personnel with their corresponding qualifications.	3.1	Week 4
4.1) Written Field Work Plan approved by the Cloudburst PE Team	4.1	Week 6
5.1) Identify and procure any additional materials (i.e. digital voice recorders, charging stations, memory cards, etc.) 5.2) Locally adapted training materials and field manuals 5.3) Planning and logistics Skype meeting with Cloudburst project coordinator 5.4) Training with in-country Cloudburst representatives on all survey instruments and protocols 5.5) Report on training activities	5.1	Week 6
	5.2	Week 6
	5.3	Week 6
	5.4	Week 24
	5.5	Week 24
6.1) Summary of process of the pilot test and data successfully transferred to the Cloudburst PE Team.	6.1	Week 24
6.2) Dataset (in properly documented format) from pilot test transferred to Cloudburst PE Team.	6.2	Week 24
7.1) Field team checklist	7.1	Week 6
8.1a-p) Project Manager's weekly/biweekly submission of preliminary database and written report of the follow-up data collection, including the information detailed above.	8.1a-p	Week 7-32
	8.2	Week 32
	8.3	Week 28

8.2) Completed Databases, including the GAIPSR transaction data bank loan data banking customer survey data, and the structured key informant interview data, with data correctly organized	8.4	Week 32
8.3) Qualitative audio recordings of each qualitative module from community leader surveys and focus group discussion, correctly organized with files named according to Cloudburst PE Team specifications		
8.4) Data Collection Completion Report		
9.1) One (1) sample transcription and one (1) sample translation	9.1	Week 29
9.2) Transcribed text from the qualitative data collection	9.2	Week 32
9.3) Translated text from the qualitative data collection	9.3	Week 32
10.1) High quality translation of the technical endline report from Mongolian to English	10.1	Week 38
10.2) Stakeholder workshop planning and logistics meeting with Cloudburst project coordinator	10.2	Week 38
10.3) Completed stakeholder workshop with stakeholder feedback collected and translated.	10.3	Week 42

* Biweekly updates shall be provided by the Subcontractor to Cloudburst for the duration of data collection activities.

NOTE: SUBCONTRACTOR shall take all technical direction from Cloudburst's Technical Officer and/or designee, Heather Huntington, (heather.huntington@cloudburstgroup.com).

Attachment B
Sample Budget Format

B.1. Breakdown of Price by Deliverable (Payment Schedule)

- Please provide suggested monthly payment schedule, e.g.:

Deliverable	Deliverable Due Date	Price (USD)
Signature of contract		NA
1.1, 1.2, 1.3, 1.4, 1.5		\$
2.1, 2.2, 2.3, 2.4		
3.1		
4.1		\$
5.1, 5.2, 5.3		
7.1		
8.1a, 8.1b, 8.1c, 8.1d		\$
8.1e, 8.1f		\$
8.1g, 8.1h		\$
5.4, 5.5		\$
6.1, 6.2		
8.1i, 8.1j, 8.1k, 8.1l		
8.1m, 8.1n, 8.3, 9.1		\$
8.1o, 8.1p, 8.2, 8.4, 9.2, 9.3		\$
10.1, 10.2, 10.3		\$

B.2. Basis of Estimate

Complete the separate Excel spreadsheet (Attachment B.2). Please only fill in **Tab 2** (Assumptions) and **Tab 3** (Budget) of the spreadsheet. This information will automatically populate **Tab 1**. **As indicated in Section IV.a.4, the maximum available budget is USD \$200,000.**

Because the final determination of activities will be made at the time of award, please be sure to list the costs of each activity as separate line items:

- GAIPSR and partner bank data collection support
- Banking Customer Survey

- Structured KII with GAIPSR registers
- Structured KII with loan officers
- FGDs
- Open-ended KII
- Transcription and translation of qualitative data
- Endline report translation and stakeholder workshop

**Attachment C
Pre-Award Questionnaire**

Cover Page

Legal Name of Organization: _____

Doing Business as ("DBA"): _____

Legally Registered Address: _____

Telephone: _____

Fax Number: _____

E-mail: _____

Website: _____

Authorized Official (the person who will sign the subcontract)

Name:	
Job Title:	Email:

Financial Officer (the person who will manage the funds)

Name:	
Job Title:	Email:

Printed Name & Title of Person Filling out Questionnaire

Signature: _____ **Date Prepared:** _____

.....
To be completed by Cloudburst

Reviewed by:

Printed Name & Title of Cloudburst Employee Date Initials

A. Organization

A.1 What type of organization are you? (*Check all that apply.*)

- | | | |
|-------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Non-profit | <input type="checkbox"/> Educational | <input type="checkbox"/> Faith-based |
| <input type="checkbox"/> For-profit | <input type="checkbox"/> Government Agency | <input type="checkbox"/> Parastatal |

A.2 As what type of legal entity is your organization constituted (for example, corporation, limited liability company, association, society, etc.)?

A.3 Provide your corporate registration and tax registration identification numbers and country where registered:

Corporate	Tax	Country Name

A.4 List any taxes and duties from which your organization is exempt (for example: income taxes, value added taxes, import duties or other taxes or duties)

A.5 Indicate any organizations with which yours is formally affiliated (for example: as the national office of an international network).

A.6 List the number of employees and volunteers in your organization.

Full-time _____ Part-time _____ Volunteer _____

A.7 Check applicable box that defines your organization and enter name country which applies:

- ☐ A corporation or partnership organized under the laws of the country of _____
- ☐ A controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- ☐ A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

B. Financial Resources

B.1 Fiscal year end date _____

B.2 Provide your total revenue for the past three fiscal years in US \$:

2011	2012	2013

B.3 List your top five largest customers and the total revenue provided by each during the last complete fiscal year (*You may also attach a list if you have a pre-formatted compilation of donors.*)

Name of Customer	Amount in US \$	

B.4 During your last completed fiscal year, what amount did your organization expend, expressed in US dollars, with funds provided by US government sources? US Agency for International Development specifically? Include amount as recipient or subrecipient of US government grants, cooperative agreements or contracts.

US Government sources combined: US\$

US Agency for International Development: US\$

C. Accounting System and Procedures

C.1 Briefly describe your organization's accounting system, for example, the type of accounting software including the version and number of years it has been used, or a combination of manual ledgers and electronic spreadsheets. (*Respond below or in a separate document.*)

C.2 How often are your organization's financial statements prepared?

☐ Monthly ☐ Quarterly ☐ Annually ☐ Not Prepared

C.3 Provide the name and title of the individual who currently prepares the statements.

--	--

Name

Title

C.4 Do you account on a cash basis or accrual basis: ☐ Cash ☐ Accrual

C.5 Describe how your accounting system segregates and reports expenditures related to different customers and funding agreements. Has your system been approved as an adequate accounting system for cost-plus contracts by DCAA or similar audit agency? *(Respond below or in a separate document.)*

C.6 Confirm whether all accounting transactions are supported by receipts or other relevant source documentation and can be made available for audit.

C.7 Describe your procedures for preparation, review and approval of financial reporting and invoices sent to customers and funders. *(Respond below or in a separate document.)*

D. External Audit

D.1 How often are audits performed? ☐ Annually ☐ Bi-annually ☐ Other

D.2 What types of audits are performed? (Check all that apply)
☐ Financial Statements ☐ A-133 ☐ Program Specific ☐ Other (Explain below)

D.3 Will the report be prepared in, or translated into, English? ☐ Yes ☐ No

D.4 Will the Cloudburst funding appear as a separate item in any audit schedules?
☐ Yes ☐ No

REQUIRED DOCUMENTATION: Please provide copies of the following documents, as applicable:

Governance:

- ✓ Certificate of registration; articles of incorporation; by-laws; any licenses, certificates, accreditations, or equivalent documents granting legal status to do business
- ✓ Organizational chart
- ✓ Most recent annual report and other document(s), which includes:
 - Mission statement
 - Overview of activities
 - List of current Board of Directors and corporate officers
 - List of management personnel

Financial:

- ✓ Audited financial statements and auditors report for the three most recent fiscal years OR, if external audits are not conducted, unaudited financial statements including balance sheet, profit & loss statement, and statement of cash flows for the three most recent fiscal years
- ✓ If an indirect cost rate is used, documentation to substantiate the proposed rate or assurance that a third-party audit can be used to verify the indirect rates

<i>Section E must be filled out by subcontractors when the proposed activities and budget include salary costs or personnel level of effort (including volunteers).</i>

E. Personnel Management

E.1 Does management maintain a complete list of all staff employed and their associated job titles?
☐ Yes ☐ No

E.2 Does your organization use attendance or timesheets to track time and effort for staff?
☐ Yes ☐ No

E.3 Are written employment contracts provided for each employee on, or prior to, the employee's start date?
☐ Yes ☐ No

E.4 Are personnel files kept for each employee with the details of their employment history, including any employment contracts, salary revisions, job descriptions and performance evaluations?

☐ Yes ☐ No

E.5 Are there written policies regarding working hours, vacations, holidays, other paid leave, annual bonuses, termination, and staff evaluations?

☐ Yes ☐ No

E.6 Please indicate the total number of paid working days in your fiscal year: _____

Section F must be filled out by subcontractors whose proposed budgets include the purchase of equipment or substantive quantities of commodities or supplies. Examples may include, but are not limited to: furniture, medical supplies, consumables, electronic devices, t-shirts, and educational pamphlets.

F. Procurement and Asset Management

F.1 Please describe in detail who selects items to be procured and how the procurement process is implemented, including delegation of approval authority and assignment of duties:

F.2 Does your organization obtain written quotations from suppliers before selection:

☐ Yes ☐ No

Describe any internal policies regarding the number of quotations required and/or fiscal threshold for determining quotations:

F.3 Name/title of head of procurement office/department: _____

Attachment D

Sample Subcontract

The following pages include:

- Sample Cloudburst Firm Fixed Price Subcontract
 - Prime Contract Flow Down Clauses (Subcontract Attachment B)
 - Executive Compensation Disclosure Statement (Subcontract Attachment C)
 - Subcontract Information Reporting Statement (Subcontract Attachment D)

CLOUDBURST CONSULTING GROUP, INC.
DRAFT SUBCONTRACT AGREEMENT NO. NAME-3249-001

THIS SUBCONTRACT AGREEMENT (“Subcontract”) is entered into as of this 1st day of April 2018, by and between Cloudburst Consulting Group, Inc., located at 8400 Corporate Drive, Suite 550, Landover, Maryland 20785 (hereinafter referred to as “Prime Contractor”) and COMPANY NAME, located at ADDRESS (hereinafter referred to as “Subcontractor”).

WHEREAS, Prime Contractor has entered into a Contract (“Prime Contract”) with Millennium Challenge Corporation (“Client”) to perform independent evaluation services in support of Mongolia Registry System Process Survey (RSPS) Evaluation, as more fully described in the Prime Contract’s Statement of Work;

WHEREAS, Prime Contractor desires that Subcontractor perform certain services in connection with Prime Contractor’s performance of the Prime Contract, and Subcontractor has agreed to perform such services; and

WHEREAS, Prime Contractor desires and Subcontractor agrees that the work to be performed under this Subcontract shall be delineated in, and performed pursuant to, the Scope of Work attached hereto as Attachment A (“SOW”).

NOW THEREFORE, in consideration of the promises, covenants and the terms and conditions contained herein, the parties hereby mutually agree:

1. SCOPE OF WORK

- 1.1 The firm fixed price services outlined in the SOW shall be performed under, and in accordance with, the general technical direction of Prime Contractor’s Project Manager, Heather Huntington (“Project Manager”). Prime Contractor may, at any time, designate a new or alternate Project Manager for the Prime Contract and will provide Subcontractor with written notification of any such designation. Subcontractor will be required to coordinate all activities under the Subcontract with the Project Manager. The Subcontractor will not take part in discussions with Client staff regarding this Subcontract without a representative of the Prime Contractor being party to the discussion, unless the Project Manager has granted prior written approval to do so, except as provided in Section 16.
- 1.2 Subcontractor shall provide only services that are authorized by Prime Contractor and identified in the SOW.
- 1.3 All deliverables will be submitted by the Subcontractor to the Prime Contractor for review and approval.

2. DELIVERABLES, ACTIVITIES AND TIME FRAME

Subcontractor shall be cognizant of, and comply with, the deliverables, schedules, and other requirements of performance described in this Subcontract and all Attachments hereto, including the Additional Terms from Prime Contract, which are attached as Attachment B, and incorporated herein by reference. Prime Contractor reserves the right to specify deadlines for work performed pursuant to the Prime Contract.

3. PERSONNEL

- 3.1 Any key personnel employed by the Subcontractor shall fully cooperate with all other clearance and employment requirements under the Prime Contract.
- 3.2 Subcontractor shall require written approval from Prime Contractor in order to staff the Subcontract with any personnel other than those specified in this Subcontract. Prime Contractor reserves the right to disapprove or remove any Subcontractor personnel for good cause shown, including, but not limited to: (i) failure to possess the requisite qualifications or requirements of the Prime Contract; (ii) misuse of Prime Contractor or Client property; (iii) unethical behavior; (iv) a violation of any law or regulation; (v) behavior that poses a security risk; (vi) disruptive or other conduct reasonably deemed by Prime Contractor to be inconsistent with the successful performance of the Prime Contract; or (vii) at the direction or suggestion of the Client.
- 3.3 In the event that proposed Subcontractor personnel are not approved, or existing personnel are removed, Subcontractor shall, within three (3) calendar days of receipt of notice from Prime Contractor, provide alternative qualified personnel to participate in the performance of the Subcontract. If Subcontractor does not provide qualified personnel, the Prime Contractor may utilize its own personnel or a third party to provide the services required of Subcontractor to perform the services as defined under this Subcontract.
- 3.4 In addition to the requirements of this Section 3, Subcontractor shall be subject to any Substitution of Key Personnel limitations and other related requirements of the Prime Contract as are incorporated herein through Attachment B.

4. PAYMENT

- 4.1 Compensation and Budget. This is a firm fixed price Subcontract in the amount of \$_____. Subcontractor agrees to perform services under this Subcontract in accordance with the milestones/deliverables schedule delineated in Attachment A hereto, and as requested by Prime Contractor or its authorized representatives.
- 4.2 Travel and Per Diem. All travel must be in strict compliance with the prevailing Federal Travel Regulations existing at the time travel is performed.
- 4.3 Invoice and Payment Procedure. Subcontractor shall prepare and submit all invoices to Prime Contractor. Prime Contractor may require Subcontractor's

invoices to include such information as is required to be included in Prime Contractor's invoices to the Client. For all proper invoices submitted for work properly performed and accepted, Subcontractor shall be paid within seven (7) calendar days of Prime Contractor's receipt of payment from the Client for billed Subcontract charges. In the event that the Client suspends or withholds any payments related to Subcontractor's billings to Prime Contractor, then Prime Contractor shall not be required to pay Subcontractor for such amounts unless and until it receives payment from the Client for the suspended or withheld amounts.

Subcontractor's invoices shall contain, at a minimum, the following information: (i) Subcontract number; (ii) Prime Contract number; (iii) invoice number; (iv) billing period; and (v) a signed certification stating: "I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with the Subcontract." Subcontractor's invoices shall be submitted to Prime Contractor via email as follows:

Cloudburst Accounts Payable Department
ap@cloudburstgroup.com

Payments to Subcontractor shall be sent via wire transfer to:

Subcontractor shall complete a wire transfer request form upon signature.

Each party may revise the foregoing addresses and email addresses for payments by written notice to the other.

5. CLOSEOUT AND FINANCIAL SETTLEMENT

- 5.1 The contract closeout clauses of the Prime Contract shall flow down to this Subcontract and apply to Subcontractor with the same force and effect, and to the same extent, as they apply to Prime Contractor.
- 5.2 Subcontractor shall execute and deliver a release discharging Prime Contractor, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Subcontract, with the exception of payment of its Final Invoice.

6. TERM

The term of this Subcontract shall commence on April 1, 2018 and shall continue until March 31, 2019. If the Client extends the period of performance of the Prime Contract,

through exercise of options, modifications, extensions, or otherwise, then Prime Contractor shall, by written notice to Subcontractor, have the unilateral right to extend the term of this Subcontract for the same period of time as the Prime Contract. Notwithstanding the foregoing, this Subcontract may be terminated earlier in accordance with Sections 7.7 and 10 below.

7. TERMS OF PRIME CONTRACT

- 7.1 This Subcontract incorporates, to the fullest extent possible, all clauses required by the Prime Contract and/or applicable law to be included in this Subcontract. Subcontractor will comply with all such clauses with the same force and effect as if they were given in full text herein. Where the terms “Contracting Officer” and “Client” appear in the Prime Contract, or any clauses incorporated by reference into the Prime Contract, such terms shall be deemed to refer to Prime Contractor’s Contracts Manager and Prime Contractor, respectively, as applicable. Where the term “Contractor” appears in the Prime Contract, or in any clauses incorporated by reference into the Prime Contract, such term shall be deemed to refer to Subcontractor. Where the term “subcontractor” appears in the Prime Contract, or in any clauses incorporated by reference into the Prime Contract, such term shall be deemed to refer to Subcontractor’s subcontractors, if any.
- 7.2 The clauses incorporated herein shall, to the greatest extent possible, be deemed to be cumulative to the terms, conditions and requirements of this Subcontract. In the case of an irreconcilable conflict between this Subcontract and any clause from the Prime Contract, the provisions of this Subcontract shall control over provisions of the Prime Contract, except for those clauses of the Prime Contract that are required by law or regulation, or the terms of the Prime Contract, to be flowed down.
- 7.3 Prime Contractor will provide the full text of applicable regulations to Subcontractor upon request. Copies of regulations can also be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402 (reference Title 48 Code of Federal Regulations, Chapters 1 and 2) or via the Internet site at <http://www.acquisition.gov/>.
- 7.4 The following circumstances are exceptions to the flow down requirements above, and the general rules of construction for flow down clauses set forth above:
 - 7.4.1 Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Client, its officers or agents, or the Prime Contractor specifically;
 - 7.4.2 Where an explicit provision of this Subcontract states a contrary intent;

- 7.4.3 Where access to proprietary financial information or other proprietary data is required;
 - 7.4.4 Where the provision would impose duties on the Prime Contractor beyond those explicitly stated in this Subcontract; or
 - 7.4.5 Where interpretation in accordance with the rules stated above would place the Prime Contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- 7.5 References in any provision incorporated by reference herein to the “Disputes” clause shall be construed as references to the Disputes Section contained in Section 11 of this Subcontract. No provision herein shall be taken to imply any direct access on the part of Subcontractor to the disputes process as defined in the terms of the Prime Contract.
- 7.6 In addition to the clauses incorporated herein in accordance with this Section 7 and Attachment B hereto, Prime Contractor expressly incorporates into this Subcontract 48 C.F.R. § 52.203-13, Contractor Code of Business Ethics and Conduct; 48 C.F.R. § 9.407-2(a)(8), Causes for suspension; 48 C.F.R. § 9.406-2(b)(1)(vi), Causes for debarment; 48 C.F.R. § 52.242-15, Stop-work Orders.
- 7.7 Notwithstanding anything in this Section 7 to the contrary, it is understood and agreed that Prime Contractor may terminate this Subcontract for its convenience.

8. ASSIGNMENT AND LOWER-TIER SUBCONTRACTING

Subcontractor shall not assign this Subcontract, in whole or part, or any of the monies due or to become due hereunder, without prior written consent of Prime Contractor, which shall be at Prime Contractor’s sole discretion. Subcontractor shall not enter into any lower-tier subcontracts for any portion of this Subcontract without first obtaining Prime Contractor’s written approval thereof; provided, however, that this limitation shall not apply to Subcontractor’s purchase of standard commercial supplies. Subcontractor shall select any lower-tier subcontractor on a competitive basis to the maximum practical extent. Any lower-tier subcontract awarded shall be consistent with the objective of this Subcontract and the Prime Contract. Notwithstanding any other provision in this Subcontract, Prime Contractor shall have the right to assign and/or transfer this Subcontract and/or its rights herein to any parent or a subsidiary of Prime Contractor or otherwise in connection with a corporate reorganization of Prime Contractor including, without limitation, a merger, restructuring, or other equivalent transaction that involves a change-in-control or a sale of all or substantially all of the assets of Prime Contractor, without obtaining Subcontractor’s prior approval therefore. In connection with any such assignment or transfer by Prime Contractor, Prime Contractor’s successor(s) or assign(s) shall have the right but not the obligation to continue this Subcontract in effect; and, if so continued, Prime Contractor’s successor(s) or assignee(s) shall be fully vested as a party

to this Subcontract in full substitution, and with all of the rights, of Prime Contractor hereunder.

9. INSPECTION, ACCEPTANCE AND NOTICES

- 9.1 Subcontractor shall provide and maintain an inspection system reasonably acceptable to Prime Contractor covering the services under this Subcontract. Complete records of all work performed by Subcontractor shall be maintained and made available to Prime Contractor during Subcontract performance and for no less than three (3) years after termination of this Subcontract for any reason, or for a longer period as may be required by the Prime Contract. Subcontractor will permit such inspections as may be required to be made pursuant to the Prime Contract and/or this Subcontract.
- 9.2 If any of the services performed by Subcontractor do not conform to Subcontract requirements, Prime Contractor may require Subcontractor to perform the services again in conformance with the Subcontract requirements for no additional cost to Prime Contractor. When defects in services cannot be corrected by re-performance, Prime Contractor may:
 - 9.2.1 Require Subcontractor to take all necessary actions to ensure that future performance conforms to Subcontract requirements; and
 - 9.2.2 Reduce deliverable payment amount under the Subcontract to reflect the reduced value of the services performed.
- 9.3 If Subcontractor fails to proceed with reasonable promptness to perform any services under this Subcontract, or to re-perform or make corrections as outlined above, Prime Contractor may:
 - 9.3.1 By subcontract or otherwise perform such re-performance or correction and reduce any payment due under this Subcontract, or require reimbursement from Subcontractor of any payments previously made hereunder, in such amount as may be equitable under the circumstances; or
 - 9.3.2 In the case of deliverables not delivered, require the delivery of such deliverables, and shall have the right to reduce any payment due under this Subcontract or require reimbursement from Subcontractor of any payments previously made hereunder, in such amount as may be equitable under the circumstances; or
 - 9.3.3 Terminate this Subcontract pursuant to Section 10.

- 9.4 Failure to agree to the amount of any cost adjustment referenced in this Section shall be deemed to be a dispute concerning a question of fact within the meaning of the “Disputes” provisions in Section 11.
- 9.5 The remedies provided in this Section are in addition to, and not in limitation of, any other rights or remedies that Prime Contractor may have under this Subcontract and applicable law.
- 9.6 The inspection by the Client of any portion or aspect of Subcontractor’s work does not relieve Subcontractor of responsibility for any deficiencies or nonconformance or other failures to meet the Subcontract requirements.
- 9.7 Subcontractor shall provide any notices to Prime Contractor as may be reasonably required in order to permit Prime Contractor to fulfill its obligations of notice to the Client. All notices by Subcontractor to Prime Contractor shall be sufficient if in writing and personally delivered, sent via email and with confirmation of Prime Contractor’s receipt, or sent by overnight mail, postage prepaid, addressed as follows:

Denise Lomuntad
Sr. Contracts Manager
Cloudburst Consulting Group, Inc.
8400 Corporate Drive, Suite 550
Landover, Maryland 20785
Phone: (301) 412-9229
Fax: (301) 918-4900

- 9.8 All notices by Prime Contractor to Subcontractor shall be sufficient if in writing and personally delivered, sent via email and with confirmation of Subcontractor’s receipt, or sent by overnight mail, postage prepaid, addressed as follows:

Either party may change the person or address to which notices are sent by providing written notice thereof to the other party.

10. TERMINATION

- 10.1 This Subcontract may be terminated upon the occurrence of any of the following events:

10.1.1 Mutual written agreement of the parties;

- 10.1.2 By Prime Contractor, upon written notice, if Subcontractor materially defaults in the performance of this Subcontract, and Subcontractor fails to cure such default within ten (10) business days of receipt of written notification of its default from Prime Contractor;
- 10.1.3 If either party: (i) is unable to meet its financial obligations as they become due in the ordinary course of business; (ii) admits in writing its inability to pay its debts; (iii) files a petition under any chapter of the Bankruptcy Act, 11 U.S.C. §§ 101 et seq. ("Act"); (iv) has an involuntary petition under the Act filed against it; (v) commences an action in any country under laws providing for the relief of winding up of insolvent or liquidating persons or entities; (vi) files for the appointment of a receiver; (vii) becomes insolvent; or (viii) makes an assignment for the benefit of creditors, and such matters are not discharged or relieved within sixty (60) days;
- 10.1.4 By Prime Contractor, in whole or in part, if it deems, in its discretion, in accordance with Section 20.4 herein, that such termination is necessary to avoid an organizational or personal conflict of interest;
- 10.1.5 By Prime Contractor in the event Subcontractor fails to diligently and timely perform the work under the Subcontract, in accordance with the reasonable direction of Prime Contractor, and such failure continues for a period of ten (10) business days after Subcontractor receives written notice from Prime Contractor of such failure;
- 10.1.6 In the event that the Prime Contract between the Client and Prime Contractor is terminated for any reason by the Client with or without cause, then this Subcontract shall be deemed to have been simultaneously terminated as of the date of termination of the Prime Contract; or
- 10.1.7 By Prime Contractor pursuant to Section 7.7 herein.
- 10.2 The obligations of the parties under Sections 4, 5, 11-14, 18-19, and 25 shall survive termination.

11. DISPUTES

- 11.1 The parties agree to use good faith efforts to resolve any disputes arising under this Subcontract. The parties' respective project managers shall first attempt to resolve such disputes. If the project managers cannot resolve such disputes despite their good faith efforts, then the companies' Chief Executive Officers or Presidents shall attempt to resolve such disputes.
- 11.2 In the event of any dispute arising under this Subcontract that cannot be settled by mutual agreement in accordance with Section 11.1 after 60 days, then, upon

notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. The place of arbitration shall be Landover, Maryland, and the arbitration shall be conducted in the language in which the contract was written. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction pursuant to Section 11.4. Prime Contractor and Subcontractor intend that this agreement to arbitrate be irrevocable.

- 11.3 Pending final decision on any dispute under this Section 11, Prime Contractor and Subcontractor will proceed with Subcontract performance, except when Prime Contractor has terminated the Subcontract or a stop work order has been issued to Subcontractor. Nothing in this Section 11.3 shall be read as permitting Subcontractor to proceed with Subcontract performance after Prime Contractor or the Client has terminated the Subcontract or issued a stop work order to Subcontractor.
- 11.4 This Subcontract shall be governed, construed and interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law principles, except as to any provisions governed by the laws and regulations of the United States, as to which provisions the applicable laws and regulations of the United States shall govern. Each party hereby expressly and irrevocably consents that any suit, action, or proceeding to challenge the final arbitration decision shall be brought in the appropriate state or federal court within the State of Maryland.
- 11.5 **NO PARTY WILL ELECT, AND EACH PARTY HEREBY WAIVES ITS RIGHT TO, A TRIAL BY JURY IN ANY ACTION, SUIT, MATTER, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. FURTHER, PRIME CONTRACTOR SHALL NOT BE LIABLE TO SUBCONTRACTOR FOR ANY CONSEQUENTIAL DAMAGES RELATING TO ANY DISPUTE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OPPORTUNITIES, LOST PROFITS, AND ATTORNEY'S FEES.**

12. NON-SOLICITATION

Subcontractor agrees that it shall not, during the term of this Subcontract, or extension or modification thereof, or for a period of one (1) year thereafter, solicit, employ or offer to employ the personnel of Prime Contractor without the express written consent of Prime Contractor. This does not preclude an employee from independently seeking employment from the other Party.

13. CONFIDENTIALITY

During the parties' performance under the Prime Contract and this Subcontract, it may be necessary for either party to provide the other with confidential and/or proprietary information or data, including but not limited to source codes, object codes, documentation, technical data, pricing data, and data provided to or by the Client (collectively, "Confidential Information"). With respect to such Confidential Information, the Parties agree as follows, which provisions shall survive termination of this Subcontract:

- 13.1 The Parties shall use Confidential Information solely for the purposes of fulfilling their obligations under this Subcontract and the Prime Contract and not for any other purpose without the prior written permission of the disclosing party.
- 13.2 Neither party shall identify as confidential or proprietary any information which is not in good faith believed by such party to constitute privileged data, a trade secret, or otherwise entitled to be identified.
- 13.3 Each party will designate in writing one or more individuals within its organization as the only person(s) authorized to receive Confidential Information exchanged between the parties under this Subcontract. The exclusive points of contact with respect to the transmittal and control of Confidential Information exchanged hereunder are now designated by the parties as follows:

Prime Contractor: Michelle L. Hayes, President
Subcontractor: NAME, TITLE

Each party may change its designation at any time by written notice to the other.

- 13.4 Each party shall take every reasonable precaution to prevent disclosure to the public or unauthorized use of Confidential Information meeting the above requirements. Confidential Information of either party incorporated into submissions to the Client shall bear restrictive legends. A party will be considered to have taken reasonable precautions to prevent disclosure to the public of Confidential Information if the party receiving such Confidential Information utilizes the same controls it employs to avoid disclosure, publication, or dissemination of its own Confidential Information. Each party shall instruct its employees of their obligations to maintain the confidentiality of Confidential Information obtained from the other party. In addition, each party shall be responsible for any improper disclosure of Confidential Information by its employees.
- 13.5 Except as required by the Prime Contract, the obligation with respect to handling and using Confidential Information as set forth in this Subcontract is not applicable to the following: (i) information that is or becomes available to third parties or the general public without restriction and without breach of this Subcontract by the receiving party; (ii) information that is or becomes known to

the receiving party independently of the disclosing party; (iii) information that is independently developed by the receiving party; (iv) information that is or has been furnished by the disclosing party to the Client with “unlimited” rights; (v) information that is or becomes part of the public domain without breach of this Subcontract by the receiving party; (vi) information that is or becomes available to a party by casual observation or analysis of products offered for sale; or (vii) information that is received by a party from a third party without breach of this Subcontract by the receiving party.

- 13.6 Each party acknowledges that the Confidential Information of the other is a valuable and unique asset of the disclosing party. Accordingly, for a period of three (3) years after the termination or expiration of the Subcontract, the receiving party shall: (i) maintain the information in confidence; (ii) not use the information except for the purposes of the Subcontract and, in the case of Prime Contractor, the Prime Contract; (iii) disclose the information only to its employees who have a need to know the information in order to fulfill the purposes of the Subcontract or, in the case of Prime Contractor, the Prime Contract; and (iv) not disclose any portion of the information to any third party without the prior written consent of the disclosing party, even if the third party is also under a restriction on disclosure imposed by the disclosing party, except as otherwise provided herein.
- 13.7 If the receiving party is confronted with legal or similar action to disclose Confidential Information it has received, the receiving party shall promptly notify the disclosing party in writing so that the disclosing party may seek an appropriate protective order. The receiving party shall reasonably assist the disclosing party in obtaining a protective order directing that any portion of the information required to be disclosed be used only for the purposes for which the court issues the order or for such other purposes required by law.
- 13.8 Each party shall notify the other party in writing of any Confidential Information and copies thereof that it possesses upon the termination of the Subcontract. Each party may issue instructions for either destroying or returning the information and copies thereof. If the information and copies are destroyed, the receiving party shall provide the disclosing party with a certificate attesting to the destruction.
- 13.9 Nothing in this Section 13 shall be construed as the grant of a license or a copyright to either party. The disclosure of information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by either party with respect to infringement of any patent or any other proprietary right.

14. SUBCONTRACTOR LIABILITY

In the event of Subcontractor’s failure to perform in accordance with this Subcontract, whether such failure is occasioned by the acts or omissions of Subcontractor, its

subcontractors, suppliers or agents, Prime Contractor may pursue against Subcontractor any and all damages, including consequential damages, and remedies available under this Subcontract and/or applicable law. Subcontractor shall also be liable for any and all damages resulting from defective cost and pricing data supplied by Subcontractor.

15. INDEPENDENT CONTRACTOR

- 15.1 Subcontractor's relationship to Prime Contractor in the performance of this Subcontract is that of an independent contractor. This Subcontract is not intended by the parties to constitute or create a joint venture, partnership, or formal business organization of any kind whatsoever. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties except as may be provided herein between the parties.
- 15.2 Subcontractor's personnel performing services under this Subcontract shall at all times be employees of Subcontractor and not employees of Prime Contractor. Subcontractor shall pay all wages, salaries, and other amounts due its employees in connection with this Subcontract and shall be responsible for all reports and obligations to Social Security, income tax withholding, unemployment compensation, worker's compensation and similar matters.
- 15.3 Nothing in this Subcontract constitutes an agreement between the Subcontractor and the Client.

16. COMMUNICATIONS WITH CLIENT

- 16.1 Throughout the term of this Subcontract, Subcontractor shall neither contact nor communicate directly with Client personnel concerning the terms of this Subcontract or the Prime Contract between Prime Contractor and the Client. All contractual communications with the Client shall be exclusively conducted by Prime Contractor personnel except for communications initiated by Client to Subcontractor. If Subcontractor becomes aware that such communications will occur, Subcontractor will notify Prime Contractor in advance, to the extent possible; otherwise Subcontractor will promptly notify Prime Contractor of the content of the discussion upon its conclusion. Subcontractor will keep the Project Manager apprised of discussions which may impact the execution of the Subcontract. The Project Manager will be copied on all written communications with the Client.
- 16.2 Any contractual matters pertaining to the Prime Contract shall be directed to the Project Manager, or other person(s) designated by Prime Contractor. Prime Contractor must provide prior written consent to any waivers to the provisions of this Section 16.

17. CONFLICTING BUSINESS ACTIVITIES

During the term of this Subcontract, Subcontractor shall not engage in any business, conduct or professional activities which are in conflict with the business activities of Prime Contractor, or which create a conflict of interest with the work performed under this Subcontract. Said conflicting activities shall include without limitation marketing or soliciting the Client for the follow-on contract to the Prime Contract for any of the services to be performed under the Prime Contract, whether for Subcontractor's own benefit or the benefit of any person or organization other than Prime Contractor. Prime Contractor must provide prior written consent to any waivers to the provisions of this Section 17.

18. EQUITABLE RELIEF

With respect to Section 12 ("Non-Solicitation"), Section 13 ("Confidentiality"), and Section 17 ("Conflicting Business Activities"), above, the parties acknowledge and agree that it will be difficult to measure in money damages the injury resulting from the failure of Subcontractor to comply with the obligation or restrictions imposed by these sections, and that in the event of such failure, Prime Contractor will suffer irreparable injury and will not have an adequate remedy at law. Therefore, the parties agree and consent to the issuance of an injunction or the enforcement of other equitable remedies against Subcontractor, its successors or permitted assigns, to compel performance of the terms of these sections, without the necessity of posting bond or other security, and waive any defenses that damages are an adequate remedy at law. Notwithstanding the foregoing, Prime Contractor may also pursue legal remedies deemed to be appropriate in the event of a breach of such sections.

19. INDEMNITY

Subcontractor shall indemnify, defend and hold Prime Contractor harmless from any and all claims, actions, damages and liabilities (including reasonable attorney's fees) arising directly and proximately out of: (i) Subcontractor's negligence, or willful, wanton, or reckless conduct; (ii) Subcontractor's breach of any representation, term or covenant in this Subcontract; (iii) Subcontractor's violation of any law or regulations applicable to the performance of this Subcontract; or (iv) Subcontractor's submission of false claims or any allegation of defective pricing.

20. REPRESENTATIONS

20.1 Federal Officials. Each party hereby represents and covenants that neither it, nor any of its employees or representatives, has or shall have, directly or indirectly, an agreement or arrangement with any official, employee, or representative of any customer or any government agency, or any political party under which such official, employee, or representative, or political party shall receive anything of value, whether monetary or otherwise, or as a result of any actual or contemplated sale of any product of itself or any of its affiliates.

- 20.2 Authority to Contract. Each party represents and warrants that it is a corporation or limited liability company duly organized and validly existing and in good standing under the laws of the states in which it is required to be qualified in order to conduct the business contemplated by the Subcontract. Further, each party represents that it has full corporate power and authority to enter into this Subcontract to do all things necessary for the performance of the work contemplated herein.
- 20.3 Conflict of Interest. The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there is no actual or potential organizational or personal conflict of interest based on Subcontractor's involvement with the Project, or that Subcontractor has disclosed all relevant information regarding an actual or potential conflict of interest to Prime Contractor. If a potential or actual conflict of interest becomes known to Subcontractor after the effective date of this Subcontract, Subcontractor will provide written notice of the matter to Prime Contractor within five (5) calendar days of when the conflict of interest first becomes known to Subcontractor. If Prime Contractor concludes that an actual conflict of interest exists and cannot be satisfactorily resolved or mitigated, Prime Contractor may terminate this Subcontract pursuant to Section 10.1.4.
- 20.4 Anti-Bribery and Corruption. The Subcontractor represents and warrants that it shall comply with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, the Subcontractor understands and agrees that it is unlawful for the Subcontractor and/or any other officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of money, gift, or anything of value to any foreign official for the purposes of inducing such foreign official to affect or influence any act or decision of such government or instrumentality.
- 20.5 Trafficking in Persons. The Subcontractor understands that the United States Government has adopted a zero tolerance policy regarding trafficking in persons. The Subcontractor and its employees will not: (i) engage in severe forms of trafficking in persons during the period of performance of this Subcontract; (ii) procure commercial sex acts during the period of performance of this Subcontract; or (iii) use forced labor in the performance of this Subcontract. Subcontractor must notify its employees of the government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from a Subcontract, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or subcontractors that violate this policy.

- 20.6 Suspension and Debarment. Subcontractor hereby represents and covenants that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Subcontract by any federal department or agency. Any change in the debarred or suspended status of the Subcontractor during the term of this Subcontract must be reported immediately to Prime Contractor. Subcontractor agrees to incorporate this Section 20.6 into any lower-tier subcontract it may enter in order to perform the Subcontract.
- 20.7 Discrimination. Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 20.8 Acknowledgement. Each party acknowledges: (i) the risks of its undertakings; (ii) the uncertainty of the benefits and obligations; and (iii) its assumptions of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents, and other written material as in such party's opinion shall be the basis of that party's decision to enter into this Subcontract. Each party has consulted such legal, financial, technical, or other expert it deems necessary or desirable before entering into this Subcontract. Each party represents and warrants that it has read, knows, understands, and agrees with the terms and conditions of this Subcontract. Neither party has relied upon any oral representation of the other party in entering into this Subcontract. All discussions, estimates, or projections developed by a party during the course of negotiating the terms and conditions of this Subcontract are by way of illustration only and, unless specifically contained in the Subcontract or one of its attachments, are not binding or enforceable against the other party in law or in equity.

21. REPORTING EXECUTIVE COMPENSATION

- 21.1 To permit Prime Contractor to comply with its obligations under FAR § 52.204-10, within five (5) business days after the execution of this Subcontract, Subcontractor shall complete the Executive Compensation Disclosure Statement at Attachment D hereto ("Disclosure Statement") and Subcontract Information Reporting Statement at Attachment E hereto ("Reporting Statement"), and once completed, shall return the Disclosure Statement and Reporting Statement to the Project Manager. Subcontractor shall complete and return the Disclosure Statement to the Project Manager regardless of whether Subcontractor believes it

is subject to the requirements in FAR § 52.204-10. Pursuant to FAR § 52.204-10(b), the law requires all reported information be made public, therefore, the information submitted by Subcontractor in its Disclosure Statement and Reporting Statement will be made public.

- 21.2 Subcontractor certifies that the information in its Disclosure Statement and Reporting Statement is true and accurate. Subcontractor shall indemnify and hold Prime Contractor harmless from any and all, claims, costs, expenses or demands, including, without limitation, reasonable attorney's fees and litigation expenses, resulting from the information Subcontractor provides in its Disclosure Statement and Reporting Statement.

22. LICENSE

To the extent not inconsistent with Section 25 below, neither the execution and delivery of this Subcontract nor the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any invention or patent, hereafter owned or controlled by the party furnishing same. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy, or other rights of third persons. However, it is recognized and agreed that the parties grant licenses or other rights to the Client to inventions, data, and information as required by the Prime Contract and/or applicable law.

23. INSURANCE

Subcontractor shall establish and maintain, throughout the term of this Subcontract, insurance against loss of or damage to property in commercially reasonable amounts, including equipment, papers and documents necessary to the services to be performed hereunder, in accordance with conducting business in the United States.

The foregoing insurance coverage shall, at a minimum, comply with the generally accepted standards and any additional requirements by the Client incorporated herein.

24. NOTICE OF DELAYS

- 24.1 Whenever Subcontractor has knowledge that any actual or potential situation is delaying or threatening to delay timely performance, Subcontractor shall within one (1) calendar day give written notice thereof, including any relevant information with respect thereto, to Prime Contractor's Contract Manager.
- 24.2 If, at any time, the Client issues a stop work order, or causes any other delay to the Prime Contract, Prime Contractor shall promptly notify Subcontractor of such

delay and upon receipt of such notice Subcontractor shall immediately cease all activities under this Subcontract. After such notice Subcontractor shall not perform any further activities under this Subcontract until such time as it is told to proceed by Prime Contractor. Subcontractor shall forfeit any right for reimbursement for any and all charges or costs it incurs after it has received notice to cease activities under this Subcontract, including any fees computed on such forfeited costs.

25. INVENTIONS OR DISCOVERIES

- 25.1 Subject to any rights of the Client granted under applicable laws, regulations or the Prime Contract, any and all inventions, discoveries, improvements, or creations (collectively “Creations”) which Subcontractor has conceived or made or may conceive or make in its performance of this Subcontract issued hereunder shall be the sole and exclusive property of Prime Contractor. Subcontractor agrees that all copyrightable works created by Subcontractor or under Prime Contractor’s direction in connection with this Subcontract are “works made for hire” and shall be the sole and complete property of Prime Contractor and that any and all copyrights to such works shall belong to Prime Contractor. Subcontractor's pre-existing tools, techniques and other intellectual property that Subcontractor uses in providing services under this Agreement ("pre-existing work") shall not be considered “Creations” or "works made for hire" under this clause and shall be owned exclusively by Subcontractor or its licensor, as the case may be, provided that Subcontractor clearly marks all such pre-existing works promptly upon identification and receives the Prime’s confirmation to proceed with use in advance.
- 25.2 Subcontractor further agrees to (i) disclose promptly to Prime Contractor all such Creations which Subcontractor has made or may make solely, jointly, or commonly with others under this Subcontract issued hereunder; (ii) assign all such Creations to Prime Contractor; and (iii) execute and sign any and all applications, assignments, or other instruments which Prime Contractor may deem necessary in order to enable it, at its expense, to apply for, prosecute, and obtain copyrights, patents or other proprietary rights in the United States and foreign countries or in order to transfer to Prime Contractor all right, title, and interest in said Creations.
- 25.3 Subject to the right of the Client under applicable laws, regulations or the Prime Contract, no license, express or implied, shall inure to the benefit of Subcontractor as a result of a patent being granted to Prime Contractor for creations or inventions developed by Subcontractor or Prime Contractor, whether jointly or separately, under this Subcontract issued hereunder. Prime Contractor

shall have title to any inventions made jointly by Prime Contractor and Subcontractor.

26. RESERVED

27. STANDARDS OF ETHICS AND CODE OF BUSINESS CONDUCT

Prime Contractor considers adherence to our company Ethics and Code of Conduct, as well as strict observance of all applicable U.S. and foreign laws and regulations, to be a legal requirement and ethical obligation for all officers, employees, subcontractors, consultants, vendors and anyone who represents the Prime Contractor in any capacity. A copy of our Ethics and Code of Conduct is available at:
<http://cloudburstgroup.com/about/ethics-and-code-of-conduct/>.

28. MISCELLANEOUS

- 28.1 Severability. If any part, term, or provision of this Subcontract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Subcontract, the validity of the remaining portions or provisions of this Subcontract shall not be affected thereby.
- 28.2 Entire Agreement. This Subcontract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter herein. This Subcontract is binding upon and shall accrue to the benefit of the successors in interest and assignees of the respective parties.
- 28.3 Amendments and Waivers. Except as otherwise provided in Section 8 of this Subcontract, this Subcontract may not be modified or amended except in writing, signed by both parties. Either party hereto may, by an instrument in writing, waive compliance by the other party with any term or provision of this Subcontract on the part of such other party. The waiver by any party hereto of a breach of any term or provision of this Subcontract shall not be construed as a waiver of any subsequent breach.
- 28.4 News Release. The parties shall not make any news release or other public announcement or disclosure of the contents of this Subcontract without the prior written approval of both parties.
- 28.5 Counterparts. This Subcontract may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Subcontract and any document or schedule required hereby may be executed by facsimile signature that shall be considered legally binding for all purposes.

28.6 Captions. The captions herein are inserted solely as a matter of convenience and for purposes of reference and do not define, limit or describe the scope of this Subcontract or the intent of any provision herein.

28.7 Attorneys' Fees. Notwithstanding any other provision in this Subcontract, the parties agree that in the event of any dispute between the parties in connection with this Subcontract that results in litigation or other form of third-party dispute resolution, the prevailing party (as determined by a court, arbitrator, or other third party arbiter of the dispute) shall be entitled to recover from the losing party all of its costs and expenses incurred in connection with the dispute including, without limitation, court costs and reasonable attorneys' fees

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IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, executed this Subcontract to be effective as of the date first identified above.

CLOUDBURST CONSULTING GROUP, INC.

Date: By: _____

Title: Sr. Contracts Manager

COMPANY NAME

Date: By: _____

Title:

ATTACHMENT A
SUBCONTRACTOR SCOPE OF WORK

ATTACHMENT B
PRIME CONTRACT FLOW DOWN CLAUSES

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. MCC 52.203-70 Contractor Non-Disclosure Agreement (MAY 2017)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, (contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[Signatory]

Contract Administrator

Date

H.2. MCC 52.204-70 Security Requirements for Contractor Personnel (MAY 2013)

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures, including MCC's Background Investigations and Clearances (Security Clearances and Facility Access Clearances) for Federal Employment, Contract Service and/or Volunteer Service at the Millennium Challenge Corporation (MCC's Background Investigations and Clearance policy).

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor candidates hired to work under contracts awarded by MCC and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have Permanent Resident Status in the U.S. Contractor candidates will undergo a background investigation for a facility access clearance (a.k.a. a "favorable suitability" determination per MCC's Background Investigations and Clearance policy. The screening will determine the candidate's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for a Moderate Risk Public Trust (MRPT) position and fingerprint imaging to be reported to FBI national databases and reported to MCC's Security & Office Services-Security Office (MCC/Security).

For contract positions with and in support of an MRPT position, a non-U.S. citizen foreign national (FN) who has Permanent Resident Status in the U.S. (a.k.a. holds a valid Alien Registration Card, commonly referred to as a “green card,” although the actual card is no longer green), the contractor candidate must have been residing, working and/or attending school in the U.S. for the last two (2), preferably three (3), years in order for a meaningful background investigation to be conducted and the contractor candidate will be required to report all residences, work venues and/or school registrations for the last seven (7) years. Processing a MRPT background investigation for a foreign national with Permanent Resident Status may require waiting for receipt of a final Report of Investigation, at the discretion of MCC/Security, which might take up to 120 days after the candidate’s reviewed background submission is released by MCC/Security for assignment to an investigator.

MCC/Security can only make a determination of a contractor candidate’s eligibility to meet facility access clearance requirements when the candidate completes an on-line Questionnaire for Public Trust Positions (SF-85P) and Supplemental Questionnaire for Public Trust Positions (SF-85PS) via OPM’s electronic Questionnaire for Investigations Processing (e-QIP) which MCC/Security initiates and e-mails instructions to the candidate.

Contractor is required to have all affected personnel execute appropriate security forms, starting with MCC/Security’s Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as the SF-85P/SF-85PS, related signature releases and supplemental forms and submit to fingerprint imaging) as well as the SF-85P/SF-85PS, signature releases and supplemental forms and submit to fingerprint imaging) to MCC/ Security within seven (7) days after MCC/Security e-mail request is sent before a determination will be made with regard to the contractor candidate’s access to MCC Headquarters or overseas RCD offices and/or MCCNet is approved. Contractor candidates may be permitted to work under the contract while the background investigation is being conducted at the discretion of MCC/Security. MCC/Security will provide the necessary background investigations forms – which must be submitted via OPM’s on-line system – to each contractor candidate, whose Privacy Act protected rights will be protected in that details regarding a negative determination with regard to suitability will only be revealed to the individual contractor candidate by MCC/Security. (Also see “Contract Award” below.)

Contractor candidates for whom unfavorable or derogatory information is developed and/or reported during the background investigation process will be presented to the contractor candidate by MCC/Security and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract and access to MCC headquarters and/or any overseas MCC/Resident Country Director offices and/or MCCNet will be immediately terminated if the contractor candidate has been permitted to work in advance of completion of his/her background investigation

The initial ineligibility decision will be communicated by the MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected contractor candidate directly by MCC/Security.

MCC/Security will follow USG-wide reciprocity mandate per The Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III, Sec. 3001 (12/06/2004) and may accept, via reciprocity, a previous investigation meeting or exceeding the MCC required investigation standard (NACLC and fingerprinting) and a related adjudication for a clearance meeting or exceeding the MCC-required clearance. Per IRTPA, the investigation must have been completed within the previous two calendar years. Contractor candidates may be required to submit updated security forms.

MCC/Security’s decision to grant a facility access clearance to a contractor candidate will be communicated via the STARS SharePoint New Hires database and CGM will communicate the requirement for each contractor candidate to the contractor for attend MCC’s Orientation Program, which takes place on alternating Mondays at the start of each pay period. All contractor candidates who require on-site facility access and/or MCCNet access are required to attend MCC’s

Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the contractor candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the contractor candidate's status as a contractor who does not have access to national security classified information.

B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor candidates hired to work under contracts awarded by MCC who do not require access to MCC Headquarters are preferred to be U.S. citizens or have Permanent Resident Status in the U.S. Employment of any foreign national (FN) working within the U.S. must have been lawfully admitted into the U.S. in accordance with immigration laws with eligibility to work within the U.S. Employment of a FN by MCC outside of the U.S. is subject to applicable security and legal requirements established by the Chief of Mission (a.k.a. Ambassador of the U.S. to the foreign country where the non-U.S. citizen FN will be engaged as an MCC contractor) and the U.S. Department of Treasury. Each Chief of Mission is selected by the Secretary of State at the U.S. Department of State in consultation with The White House Office of Presidential Personnel.

The contractor must provide to MCC/Security the full name, date of birth, place of birth, social security number (except for FN contractors not issued a social security number), home address, work telephone number and a home and/or personal cell telephone number via fax submission of MCC/Security's Personal Information Request Form. MCC/Security will use a contractor candidate's Privacy Act protected Personally Identifiable Information (PII) to screen each contractor candidate through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify each contractor candidate's suitability. Contractor personnel may be permitted, at the discretion of MCC/Security, work under the contract while the background investigation is being conducted.

Contractor candidates on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC/Security. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract.

The ineligibility determination will be communicated by MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected individual directly by MCC/Security.

C. Personal Services Contractor Security Clearance Requirements

The number of Personal Services Contractors (PSCs) cleared for access to national security classified information will be limited only to those PSCs encumbering a Full-Time Equivalent (FTE) Federal employee position, based on operational needs requiring the specific PSC to access national security classified information or systems in consultation with MCC's Human Resources Division and only with approval of the Vice President, Department of Administration & Finance. The level of access approved will relate directly to the level of national security classified information (secret = noncritical-sensitive FTE position or top secret = critical-sensitive FTE position) the PSC candidate requires in order to perform their official USG functions.

1. Personal Service Contractors (PSCs). MCC/Security is responsible for investigation and clearance actions associated with PSC candidates who are directly compensated by MCC. MCC/Security will process the appropriate level of background investigations and grant appropriate level security clearances for all PSCs where MCC makes payment directly to the individual. The level of background investigation and clearance (secret = noncritical-sensitive or top secret = critical-sensitive) granted will be based on the duties to be performed by the PSC as compared with the position of an MCC Federal employee in a similar position.

PSC candidates will be required to execute background investigation forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as a Questionnaire for National Security Positions (SF-86), signature releases and supplemental forms and submit to fingerprint imaging to be reported and reviewed by FBI national databases) and submit to MCC/Security before access to the facility or MCCNet is approved. PSC candidates may be permitted to work, at the discretion of MCC/Security, under the contract while the background investigation is being conducted. MCC/Security will provide the necessary forms to the contractor candidate, will process the background investigation and grant, if interim name checks, credit check and fingerprint report permit, an interim secret-level security clearance and will adjudicate the PSC candidate's final security clearance within twenty (20) days of receipt of the PSC candidate's Report of Investigation (ROI).

Being granted either an interim and/or final security clearance (the latter of which may be granted via reciprocity, per IRTPA, if the PSC candidate has already been investigated and granted a security clearance by another Federal agency) require each PSC candidate to attend an MCC/Security Clearance Briefing and signature on a Classified Information Nondisclosure Agreement (SF-312) before MCC/Security will grant the PSC candidate a security clearance.

MCC/Security's decision to grant an interim or final security clearance to a PSC candidate will be communicated via the STARS SharePoint New Hires database and CGM will communicate the requirement for each PSC candidate to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All PSC candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the PSC candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the PSC candidate's status and level of security clearance granted.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in NISP which much conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC/Security, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

D. Exceptions to Investigations Requirements

Contractor candidates are exempt from investigative requirements when working in temporary Low Risk Public Trust (LRPT) positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single continuous assignment or a series of assignments within a 365 day period. LRPT positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

Contractor candidates are exempt from investigative requirements when working in a part-time Moderate Risk Public Trust (MRPT) position, as defined in Section 4.18.2 of MCC's Background Investigations and Clearances policy:

Moderate Risk Public Trust (MRPT) Position - Public trust positions in which an incumbent has the potential to have a *moderate to serious impact* on the integrity and efficiency of the service. Duties involved are considerably important to the agency or program mission with significant program responsibility or delivery of service. Positions include assistants to policy development and implementation; mid-level management duties or assignments; any position with responsibility for independent or semi-independent action; and delivery of service positions that demand public confidence or trust. **At this time, MCC staffing of contractor and intern positions are all MRPT positions.**

In addition, no part-time MCC MRPT contractor positions may exceed an aggregate of 1,200 hours within a 365 day period in either a single continuous appointment or series of appointments. If a contractor has not been investigated and has not been granted a facility access clearance by MCC/Security and the contractor's compensated hours approach 1,150 within a 365 day period, the contractor's hours must be closely monitored by contracting officer and COR so as not to exceed 1,200 hours. MCC will not be required to compensate any individual who has not been investigated and who has not been granted a clearance by MCC/Security for hours in excess of 1,200 hours. If work is required in excess of 1,200 hours, the work assignment must be re-advertised and all candidates must re-compete for any additional assignments not to exceed 1,200 hours within another 365 day period.

E. Issuing MCC Access Badges

A Homeland Security Presidential Directive-12 (HSPD-12) compliant MCC Photo ID Badge Federal credential (badge) will be issued to contractors, Personal Services Contractors and Personal Services Contractor-FTEs with a permanent duty station assignment at MCC Headquarters or at an overseas MCC/Resident Country Director Office. Requirements before being issued a badge include submission of required background investigation forms for processing a facility access for a contractor of PSC or a security clearance for a PSC and mandatory attendance at an MCC Orientation Program/Security Briefing which are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources Division, and are generally held from 8:45 to 10:00 am, immediately followed by an IT Briefing. In addition, all PSCs whose position has been determined as one which requires access to classified information and whose investigation is sufficient to meet that requirement must attend an MCC/Security Clearance Briefing prior to being granted a security clearance and issued a badge. Due to HSPD-12, visitor badges are no longer available and all newly hired contractors, and PSC-s will require assistance from co-workers until their badge is issued by MCC/Security.

Contractors and PSCs who have undergone a background investigation (or who are in the process of undergoing a background investigation) and who are U.S. citizens may be eligible for 24/7 access to MCC headquarters. All non-U.S. citizen foreign nationals, who hold Permanent Resident Status, who have undergone a background investigation (or who are in the process of undergoing a background investigation) will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding Federal holidays and other U.S. government closings).

Contractor and PSC candidates who have not submitted the required background investigation forms and attended the required MCC/Security Briefing(s) will not be issued a badge nor building access cards and their access to MCC headquarters will require them to have an appointment which is documented in MCC's Workspeed Access Control System and must be escorted at all times while in MCC headquarters.

F. Work Performance

The contractor shall prescreen all candidates covered under this clause to ensure they initially possess the necessary investigative and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' clearance status to ensure that nothing has occurred which may negatively impact their employees' eligibility for a clearance.

Unless otherwise provided herein, in no event will the need to process background investigations and clearances (including physical on-site access at MCC facilities) from MCC/Security be considered an excusable delay under the contract. In addition, the need to replace contract personnel determined by the MCC/Security to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel background investigation and clearance requirements herein may result in termination of the contract for default.

G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a list of all contractor candidates (and subcontractor candidates) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include individual's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, MCC facility access, access to non-classified sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding background investigation and clearance issues. If the contractor has documentation which evidences an individual contractor candidate's previous/current background investigation and/or clearance status, the contractor will provide the individual contractor candidate's PII and investigations/clearance status to MCC/Security via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC/Security. The contracting officer will ensure that a STARS SharePoint New Hires entry is made for each contractor candidate to ensure that MCC/Security is aware of future on-boarding of each contractor candidate. The contracting officer or COR is responsible to provide MCC/Security's Personal Information Request Form to the contractor with instructions to have each contractor candidate complete, sign and fax to MCC/Security at 202-521-3590 so that their background investigation and clearance process can begin. All involved should be cautioned that the completed and signed Personal Information Request Form not be scanned/e-mailed to anyone at MCC. Once the Personal Information Request Form has been provided to the contractor and/or contractor candidate, it is the contractor's responsibility to assure that the Personal Information Request Form is faxed to MCC/Security at 202-521-3590 within three (3) business days. Once the Personal Information Request Form is received by MCC/Security, the individual contractor candidate's eligibility for a clearance will be determined within three (3) business days. If a contractor candidate does not have a previous background investigation and clearance, MCC/Security will initiate an e-QIP and e-mail instructions to the contractor candidate to complete the investigative requirements (including fingerprinting) within seven (7) calendar days.

H.3. MCC 52.209-70 Organizational Conflicts of Interest: Preclusion from Implementation Contract (JULY 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

H.4. MCC 52.232-72 Limitation of Funds – Incrementally Funded Contracts (NOV 2006)

(a) Of the total price in Section B (or the “Prices” section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, **the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated.** The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government’s right to terminate the contract for convenience or default.

H.5. MCC 52.232-73 Travel Reimbursement (MAY 2017)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer’s Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC’s supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) *Traveler Responsibilities.* All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights,

purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach “premium” class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the “Fly America” rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) Approvals. All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of

the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

- A) **Medical accommodation** – MCC has engaged the services of the U.S. Department of Health & Human Services (HHS), Federal Occupational Health Service (FOH), and Medical Employability Program (MEP) for medical accommodations due to disability adjudication. Requests for, and HHS determinations on, medical accommodations for business class travel will be confidential, with only MCC’s Travel Office receiving copies of the request and the MED/DP determination. Contractor travelers requesting medical accommodations based upon disability must complete the steps below. Forms are available from the MCC COR and/or PM.
- 1) Contractor traveler completes the Medical Employability Case Transmittal Form, A127523-S192701-W190333. Form can be faxed to (301) 492-4783 or e-mailed to medical.employability@foh.hhs.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.
 - 2) Contractor traveler forwards Physician a copy of the Medical Accommodation Physician’s form, which the physician completes, dates, and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to HHS at medical.employability@foh.hhs.gov. Alternatively, it can be faxed Attn: Medical Employability Program (301) 492-4783.
 - 3) Once both forms have been completed and sent, HHS makes a medical determination based on the information provided by the traveler and the traveler’s physician on the HHS/FOH/EMP forms. FOH will send a letter to the POC listed on the transmittal form with recommendations. MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from FOH/MEP.
 - 4) Contractor must note that the process can take several weeks and will depend on how quickly HHS/FOH/MED receives the information (including communication with treating physicians).
- B) **Sanitation/Health** – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.
- C) **Savings** – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.
- D) **Availability** – No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).
- E) **Security** – Exceptional security circumstances require other than coach-class airline accommodations.
- F) **Mission critical agency requirement** – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

- 2) Coach “premium” class – coach “premium” class must be approved by the COR, subject to the availability of funds on the contract/order, and:
 - A) The origin and/or destination are OCONUS; and
 - B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;
 - C) The contractor is required to report to duty the following day or sooner; and
 - D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.
- 3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

H.7. MCC 52.242-70 Contractor Performance Assessment Rating System (CPARS) Registration (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

H.8. MCC 52.243-70 Increase in Services (OCT 2006)

The services described in Sections B and C (statement of work) represent the Government’s best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

H.9. MCC 52.245-70 Contractor Acquired MCC Government Property Overseas (JULY 2012)

Property and equipment (hereafter stated “property”) that MCC Contractors (other than Personnel Service Contractors) acquire and for which they receive MCC reimbursement through the invoice process is Government (MCC) owned property. Government property is to be used, monitored, and inventoried in accordance with FAR Part 45, Subpart 45.5 Management of Government Property in the Possession of Contractors, as well as MCC Policy 350, “Policies and procedures on Property, Plant, and Equipment.” The contractor should start a running property inventory as soon as it begins to procure property and equipment the cost of which is charged back to the Government. The Contractor shall

furnish a copy of such inventory to the COR semi-annually or at least as the contract is in its final stages of completion if its duration does not exceed six months. Mandatory fields on the inventory include: The Contractor's Name; the Contractor Number; the Country Location and address location; a description of the item with model number serial number, and manufacturer; the acquisition date and cost; the Quantity; the expected life; and its condition at the time of the report. The contractor is responsible for removing US Government identification from property that is to be abandoned.

H.10. Provision on Peer Review and Posting of Reports

The Contractor understands and acknowledges that all evaluation products submitted under this Contract may be subjected to peer review at MCC's discretion, and that all such evaluation products and peer reviews, along with the names of the Contractor and peer reviewers, may be posted on MCC's website or otherwise made public in MCC's discretion. Neither MCC nor the Government assumes any liability for the disclosure of such evaluation products or peer reviews. Evaluation products include, but are not limited to, all reports, research protocols, questionnaires, other survey materials and other documents delivered by the Contractor under this Contract.

At its discretion, MCC may ask the Contractor to submit draft reports intended for public dissemination to MCC or its designee for disclosure review prior to release.

H.11. Provision on Insurance Maintenance

Neither MCC nor the Government shall in any event be liable or responsible for any damage or injury to any person or property occasioned by the action of the Contractor or the Contractor's employees or agents in performing under this Contract. It is recommended that the Contractor, at the Contractor's expense, maintain adequate insurance, including general liability and professional liability insurance, during the term of this Contract insuring the Contractor against all claims for injury or damage.

H.12. Provision on Stakeholder Input for Evaluation Products

Throughout the duration of the assignment, the Contractor is expected to work collaboratively with the host government counterparts and the project implementers. In particular, in preparing each evaluation product (whether design report, data collection materials, baseline report, interim report, final report or otherwise), the Contractor shall conduct a stakeholder review process that includes meeting with all key stakeholders, including parties in the host government, the project implementers, private institutions and other donors for the purpose of seeking feedback on the evaluation design, implementation, results, lessons learned and other relevant topics. The Contractor shall keep a record of the feedback meetings held and fully document comments received on evaluation products and the Contractor's response to such comments. If any stakeholder desires to make an official statement supporting or disagreeing with the evaluation design, implementation, or results presented in any evaluation product, the Contractor shall provide the stakeholder the opportunity to submit a written Stakeholder Statement of Support/Difference, which shall be annexed to the evaluation product once finalized. This process is described in detail in the Annex "Evaluation Management Process" included in Section J.

H.13. Provision on Human Subjects Protection

The Contractor shall comply with all laws and regulations applicable to the performance of its activities under this Contract, including but not limited to all applicable laws, rules, policies and procedures governing the use of human subjects in research and the protection of their privacy. In particular, the Contractor shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under applicable law.

Before any data collection for the evaluation begins, the Contractor will ensure that all protocols, survey instruments and informed consent procedures to be used as part of the evaluation have been reviewed and approved by one or more (as applicable) institutional review boards (IRB) registered with the Office for Human Research Protections (OHRP) within the U.S. Department of Health and Human Services (HHS). The Contractor will provide evidence of such approval to MCC. To claim exemption from an IRB review, the Contractor must provide evidence to MCC that an OHRP-registered IRB has determined the Contractor's proposed research to be exempt from review for one of the reasons described in the HHS regulations found at 45 CFR 46.101(b). However, MCC retains final authority to determine whether any human subjects research study conducted or supported by MCC is exempt from review and approval by an IRB.

H.14. Personally Identifiable Information and Confidentiality

All Contractor employees or independent contractors engaged in this contract shall not divulge any information, whether obtained orally or in writing from, or data maintained by the MCC to any unauthorized person for any purpose. Contractor and contractor employees shall not directly or indirectly use, or allow the use of Confidential Information (including Personally Identifiable Information) for any other purpose other than that directly associated with their officially assigned duties for MCC. Further, the Contractor and contractor employees shall not directly or indirectly reveal or cause to be revealed the nature or content of any Confidential Information (including Personally Identifiable Information), except to authorized personnel. By signing this contract, the Contractor acknowledges that any unauthorized use of information may be a violation of law and this agreement. Authorized persons refers only to persons assigned to a project requiring access to Confidential Information (including Personally Identifiable Information) or directly in the line of management over the project requiring access to the data.

The Contractor shall provide a non-disclosure agreement letter signed by personnel working on the task.

Contractors responsible for handling Personally Identifiable Information should reference: 52.224-1 Privacy Act Notification (APR 1984); 52.224-2 Privacy Act (APR 1984). The link to view these clauses can be found here: <http://www.acquisition.gov/far/>.

In handling Personally Identifiable Information, the Contractor shall provide media sanitization procedures for the clearing or purging of MCC media in accordance with NIST SP 800-88, Guidelines for Media Sanitization. Overwriting media by a Government approved technology, method, or tool is acceptable. Sanitization procedures will need to be accepted by the Government.

The Contractor shall provide written attestation of the media sanitization for any MCC data generated through this solicitation.

The Contractor is responsible for ensuring that all public release documentation is reviewed to minimize any risk to respondent confidentiality. This may require submission of internal use only and public release reports indicated in the Deliverables schedule as intended for public use.

The Government will provide an Excel document containing information of individuals who require a notification. Transmission of this data will be provided through Accellion services. The Contractor shall ensure their hardware and software meet federal standards for PII data, in accordance with OMB 06-16 and NIST requirements.

H.15. Provision on Delivered Work Product Free from 3rd Party Rights

Upon delivery of any evaluation product under this Contract, the Contractor shall be deemed to have represented and warranted that such evaluation product does not infringe on any existing copyright, trademark, right of publicity or

privacy, or any other third party right, and does not constitute the defamation or libel of any person, entity or product. The Contractor is solely liable for the content of any evaluation product delivered under this Contract.

(End of SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1. FAR 52.212-4 Contract Terms and Conditions — Commercial Items/Alternate I (JAN 2017)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel;
or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert “\$0” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’.”)]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor’s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials

not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

I.2. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved].

[X] (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

[] (10) [Reserved].

[] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

[] (ii) Alternate I (Nov 2011) of 52.219-3.

[] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (ii) Alternate I (JAN 2011) of 52.219-4.

[] (13) [Reserved]

- [] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- [] (ii) Alternate I (Nov 2011).
- [] (iii) Alternate II (Nov 2011).
- [] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-7.
- [] (iii) Alternate II (Mar 2004) of 52.219-7.
- [X] (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- [X] (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- [] (ii) Alternate I (Nov 2016) of 52.219-9.
- [] (iii) Alternate II (Nov 2016) of 52.219-9.
- [] (iv) Alternate III (Nov 2016) of 52.219-9.
- [] (v) Alternate IV (Nov 2016) of 52.219-9.
- [] (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- [] (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- [X] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- [X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- [] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- [] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- [X] (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[X] (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

[X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (Oct 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (Jun 2014) of 52.223-14.

[X] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (Jun 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

- [] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [] (ii) Alternate I (JAN 2017) of 52.224-3.
- [] (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- [] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [] (ii) Alternate I (May 2014) of 52.225-3.
- [] (iii) Alternate II (May 2014) of 52.225-3.
- [] (iv) Alternate III (May 2014) of 52.225-3.
- [] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [X] (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [X] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [] (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [] (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- [] (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [X] (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- [] (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

[] (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.3. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the active period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighteen (18) months.

(End of Clause)

I.4. FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

FAR 52.204-7	System for Award Management	(OCT 2016)
FAR 52.204-13	System for Award Management Maintenance	(OCT 2016)
FAR 52.204-16	Commercial and Government Entity Code Reporting	(JUL 2016)
FAR 52.204-17	Ownership or Control of Offeror	(JUL 2016)
FAR 52.204-18	Commercial and Government Entity Code Maintenance	(JUL 2016)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)
FAR 52.209-7	Information Regarding Responsibility Matters	(JUL 2013)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	(OCT 2015)
FAR 52.227-14	Rights in Data – General	(MAY 2014)
FAR 52.232-9	Limitation on Withholding of Payments	(APR 1984)
FAR 52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)
FAR 52.244-2	Subcontracts	(OCT 2010)
FAR 52.245-1	Government Property	(JAN 2017)
FAR 52.245-9	Use and Charges	(APR 2012)

(End of SECTION I)

ATTACHMENT C
EXECUTIVE COMPENSATION DISCLOSURE STATEMENT

Subcontractor Name: _____ (“Subcontractor”)

Subcontractor DUNS Number: _____

Date of Subcontract: _____

Disclosure statement completed by: _____

Please answer “Yes” or “No” to the following:

	Yes/No
(1) In Subcontractor’s preceding fiscal year, Subcontractor received: a. 80 percent or more of its annual gross revenues in Federal awards; and b. \$25 million or more in annual gross revenues from Federal awards.	
(2) The public currently has access to information about the compensation of Subcontractor’s senior executives through period reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.	

If you answered “Yes” to question (1) above and “No” to question (2) above, you must complete the following information regarding Subcontractor’s executive compensation. If you answered “No” to question (1) above or “Yes” to question (2) above, you are exempt from providing the information requested below and can skip to the signature block.

Names of top five highest-compensated executives	Total compensation earned in the preceding fiscal year
(1)	
(2)	
(3)	
(4)	
(5)	

By the signature of Subcontractor’s authorized representative below, Subcontractor certifies that the foregoing information establishing Subcontractor’s compliance with, or exemption from, the executive compensation reporting requirements of FAR § 52.204-10 is true and accurate as of the date of execution of this disclosure statement.

Dated: _____

By: _____

Name: _____

Title: _____

ATTACHMENT D
SUBCONTRACT INFORMATION REPORTING STATEMENT

Subcontractor Name: _____ (“Subcontractor”)

Subcontractor DUNS Number: _____

Date of Subcontract: _____

Disclosure statement completed by: _____

Please answer “Yes” or “No” to the following:

	Yes/No
In Subcontractor’s most recently completed fiscal year, Subcontractor’s gross revenues from all sources totaled \$300,000 or more.	

If you answered “Yes” to the question above, you must complete the following information regarding this Subcontract award. If you answered “No” to the question above, you are exempt from providing the information requested below and can skip to the signature block.

(1) DUNS Number for the Subcontractor’s parent company, if any.	
(2) Description of products or services being provided under this Subcontract, including overall purpose and expected outcome.	
(3) Subcontractor’s physical address	
(4) Subcontractor’s primary performance location, also including 9-digit zip code and congressional district.	

By the signature of Subcontractor’s authorized representative below, Subcontractor certifies that the foregoing information establishing Subcontractor’s compliance with, or exemption from, the subcontract information reporting requirements of FAR § 52.204-10 is true and accurate as of the date of execution of this reporting statement.

Dated: _____

By: _____

Name: _____

Title: _____