

Subcontract Terms and Conditions:

ARTICLE 1 - SCOPE OF WORK

1.1 The U.S. Agency for International Development has contracted with DAI to implement the [project name] in [country name]. The objective of the project is to XXXX. Subcontractor shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this subcontract agreement. Subcontractor shall provide the personnel, materials, equipment, property, and travel necessary to perform the effort (hereinafter known as the "Work") as further described in Attachment A, Scope of Work.

ARTICLE 2 - SERVICES

- 2.1 **Purpose:** The purpose of this Firm Fixed Price Contract will be to support DAI in the implementation of the XXXXX project by implementing the Scope of Work identified in Appendix A, incorporated herein by reference.
- 2.2 **Contract Type and Requirements:** This Subcontract is to be performed on a Firm Fixed Price basis in accordance with FAR 16.202, which provides for payment of a price for completion of services or deliverables and which is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract
- 2.3 **Reports and Deliverables:** The Subcontractor shall be responsible for submission of all reports and deliverables indicated in the Subcontract. The types of reports are described in Appendix A, Statement of Work, and Appendix B, Deliverable/Payment Schedule. The contents that comprise each deliverable should be approved in advance by the Chief of Party (XXXXX) or his or her designee.

ARTICLE 3 – PERIOD OF PERFORMANCE

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

ARTICLE 4 – PERFORMANCE STANDARDS

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

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

ARTICLE 5 - SUBCONTRACT AMOUNT AND PAYMENTS

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

5.1 Currency: **Payments will be issued in XXXXX.**

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

Project requirements make it imperative that all services rendered under this Subcontract be delivered as expeditiously as possible. The Subcontractor is expected to propose and adhere to their stated delivery schedule, as outlined in Appendix B – Delivery and Payment Schedule. DAI may grant a

delivery extension, however, reserves the right to refuse any and all late deliveries. By acceptance of the Subcontract, the Subcontractor acknowledges and agrees that DAI will not be obligated to accept late deliveries.

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

5.3 Invoicing Instructions: The Subcontractor shall submit invoices (original plus one copy), to the following address:

XXXXX Project

Attention: XXXXX

Address: XXXXX

XXXXX

XXXXX

XXXXX

Phone: XXXXX

Fax: XXXXX

Each invoice shall specify the amount due in accordance with the Deliverable/Payment Schedule.

In addition to the invoicing requirements for Appendix E, a proper invoice must clearly indicate the following information:

- Subcontractor Name and Address
- Invoice Date and Invoice Number
- Subcontract Agreement Number
- Activity Name and/or Number
- DAI Task Order Number
- Deliverable Number for which payment is being requested

- Current and Cumulative Billed Costs
- Remaining Unbilled Amount
- Subcontractor Remittance Address

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

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

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

5.4 Travel: *Reserved or state travel policy*

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

5.6 Final Invoice: Notwithstanding any other provision in this Agreement to the contrary, the final invoice submitted for payment in connection with this Subcontract shall be appropriately marked as "Final." The Contractor should receive the final invoice no later than ninety (90) calendar days after completion of the work, or any longer period as may be mutually agreed between the parties. Any invoice(s) received after that date will not be paid by Contractor. The Subcontractor's submission and the Contractor's payment of the final invoice shall represent and constitute the full discharging of DAI and its Client of and from any liabilities, obligations and claims arising out of or under the Subcontract which is considered closed out.

ARTICLE 6 – CONTRACTUAL AND TECHNICAL CONTACTS

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

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

<u>DAI</u>	XXXXXX
XXXXXX Contract Administrator XXX XXX Phone: XXX Fax: XXX E-mail: XXXXXXXX	NAME TITLE ADDRESS ADDRESS Phone: XXXXXXXX Fax: XXXXXXXX E-mail: XXXXXXXX

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

<u>DAI</u>	XXXXXX
XXXXXX	NAME

Contract Administrator	TITLE
XXX	ADDRESS
XXX	ADDRESS
Phone: XXX	Phone: XXXXXX
Fax: XXX	Fax: XXXXXX
E-mail: XXXXXXXX	E-mail: XXXXXXXX

6.2 Technical Direction: The Contractor’s technical project representatives under this subcontract will be the Chief of Party, XXXXX

The Chief of Party will be responsible for providing technical direction hereunder. The term “technical direction” is defined to comprise: i) directions to the Subcontractor which direct or redirect the work effort, shift work emphasis between work areas or tasks, require pursuing of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work, ii) furnishing information to the Subcontractor which assists in the interpretation of specifications or technical portions of the Statement of Work, and iii) review and, where required by the Subcontract, approval of technical reports, specifications and technical information to be delivered by the Subcontractor to the Contractor.

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

Title

XXXXX (contact at subcontractor)

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

ARTICLE 7— INSURANCE AND RISK ALLOCATION

7.1 Insurance: The Subcontractor shall purchase and maintain through the course of the Work such insurance as will protect the Subcontractor, Client and Contractor from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subcontractor or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. If requested, the Subcontractor will provide the Contractor with satisfactory evidence of compliance with this requirement.

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

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

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

7.3 Intellectual Property Rights: Intellectual Property Rights: The Subcontractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Parties shall indemnify and save each other harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subcontractor under this Agreement.

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

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

7.5 Proof of Insurance. Prior to the commencement of the Work, Subcontractor shall provide for Contractor's review evidence of Insurance reflecting full compliance with the requirements set forth in Article 7, as applicable in the form of a Certificate of Insurance and other related documents. Such documents shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Contractor, and shall, based on Subcontractor's best efforts, provide for thirty (30) days advance written notice to Contractor in the event of cancellation. Failure of Subcontractor or any Subcontractors to furnish Proof of Insurance, or to procure and maintain the insurance required herein, or failure of Contractor to request such proof of coverage shall not constitute a waiver of the respective Subcontractors obligations hereunder.

ARTICLE 8 - SUBCONTRACTOR RESPONSIBILITIES

8.1 Assignment: The Subcontractor shall not further subcontract or assign any services or work to be performed under this Agreement without prior written authorization from the DAI Contract Administrator. DAI reserves the right to disapprove the second-tier subcontracting or assignment of any services or work.

8.2 Employees of the Subcontractor: The Subcontractor shall be subject to and operate under all applicable local employment laws regarding employers' liability, worker's compensation, and unemployment compensation insurance. The Subcontractor expressly agrees that it is an independent contractor and its employees engaged in the Work are not and shall not be treated or considered

employees of DAI. The Subcontractor shall be responsible for verifying the education and work experience of any employee, agent, or representative (“Personnel”) assigned to perform work under the Subcontract and shall provide DAI with written proof of such verification. DAI reserves the right to disapprove the assignment of or request the removal of any Personnel assigned to perform work hereunder. DAI shall notify the Subcontractor, in writing, of the disapproved assignment or requested removal. The Subcontractor shall propose a qualified replacement for DAI approval, and the Client if required, within ten (10) business days of receipt of such notice.

8.3 Key Personnel: The subcontractor shall furnish the following Key Personnel for performance under this Subcontract:

XXXXX

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

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

8.5 Removal of Subcontractor’s Employees: The Contractor shall have the right, at any time, to request removal of any personnel provided by the Subcontractor or a second-tier Subcontractor whom the Client/Contractor reasonably deems, in consultation with the Subcontractor, to be unsatisfactory. Upon such request, the Subcontractor shall use all reasonable efforts to promptly replace such removed personnel with substitute Subcontractor personnel having the skills and training suitable to provide the services required of the Subcontractor under this subcontract.

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

8.6 Safety: In performing the Work, the Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. The Subcontractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.

8.7 Proprietary Information: All proprietary or confidential information or data must be MARKED as such. Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the

Contractor. Subcontractor shall not, during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, disclose, publish or otherwise release any DAI proprietary or confidential information relating to Subcontractor's performance under this Agreement, the Terms of Reference, DAI business or operations, without the prior written consent of DAI which shall not be unreasonably withheld. Information identified in writing by the Subcontractor as confidential and/or proprietary shall be similarly treated by the Contractor. Notwithstanding the foregoing, nothing shall restrict or limit the Client's rights with regard to data, tooling, or designs it owns or has a right to use, including the right to authorize the Subcontractor's use of such data, tooling, or designs in direct contracts between the Subcontractor and the Client.

8.8 Publications: The Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior review and comment of the Contractor. Upon review of a request for review and comment on a publication, DAI will respond within 20 days of receipt of the request from Subcontractor.

8.9 Permits: Except as otherwise directed by the Contractor, the Subcontractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Subcontractor to perform the services required hereunder.

8.10 Use of Government Facilities:

(a) The Subcontractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in this Subcontract Statement of Work, unless the use of Government facilities or personnel is authorized in advance, in writing, by the DAI Contract Administrator.

(b) If at any time it is determined that the Subcontractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization, in writing, by the DAI Contract Administrator or the Contracting Officer, then the amount payable under the Subcontract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Subcontractor, as determined by the DAI Contract Administrator and Contracting Officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute and shall be dealt with under the terms of the "Disputes" clauses of the contract.

ARTICLE 9 - WORK BY OTHERS

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

ARTICLE 10 – CONTRACTOR’S RESPONSIBILITIES AND AUTHORITY

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

ARTICLE 11 - CHANGES AND CLAIMS

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

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

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

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

ARTICLE 12 - WARRANTY AND GUARANTEE

12.1 Responsibility of the Subcontractor - Services: The Subcontractor shall be responsible for the professional quality, technical accuracy, timeliness and the coordination of all material produced and

other services furnished by the Subcontractor under this Subcontract. Therefore, the Subcontractor shall provide and maintain an inspection system acceptable to the Contractor covering the services under the Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to the Contractor during subcontract performance and for as long afterwards as the subcontract requires. The Contractor has the right to inspect and test all services called for by the subcontract, to the extent practicable at all places and times during the term of the subcontract. The Contractor shall perform inspections and tests in a manner that will not unduly delay the work.

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

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

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

ARTICLE 13 - SUSPENSION AND TERMINATION

13.1 Suspension of Work: The Subcontractor will, upon written notice from DAI's Contract Administrator, suspend, delay, or interrupt all or a part of the Scope of Services for a period of up to ninety (90) days after the suspension order is delivered to the Subcontractor. In such event, the Subcontractor will resume work upon the suspended activities upon written notice from DAI. If any suspension, delay or interruption causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, DAI shall make an equitable adjustment and modify the Agreement in writing. The Subcontractor may elect, by written notice to the Contract Administrator, to terminate the Subcontract for its convenience if DAI's suspension of work notice is not cancelled within the 90-day period. Any claim by the Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Contract Administrator within thirty (30) calendar days from the date of receipt by Subcontractor of the written notice of suspension from DAI or within such extension of that 30-day period as DAI, in its sole discretion, may grant in writing at the Subcontractor's request prior to expiration of said period. Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the

Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

13.2 Termination for Default: DAI may, by written notice, terminate the whole or any part of a Subcontract issued hereunder for default in the event that the Subcontractor fails to perform any of the provisions of this Subcontract or fails to make progress as to endanger performance of the Subcontract in accordance with its terms, or, in the opinion of DAI, becomes financially or legally incapable of completing the Subcontract and does not correct such to DAI's reasonable satisfaction within a period of seven (7) calendar days after receipt of notice from DAI specifying such failure. If, after notice of termination, it is determined for any reason that Subcontractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to termination for convenience. In the event of termination for default, Subcontractor will not be entitled to termination expenses. Regardless of the cause of termination, the Subcontractor shall deliver to DAI legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs.

13.3 Termination for Convenience: All or part of the Work issued hereunder may be terminated by DAI or by the Subcontractor for its convenience upon agreement by both Parties and seven (7) days written notice. In such event, the Parties will be entitled to compensation for services competently performed up to the date of termination and its allowable, allocable, and reasonable termination expenses as determined by applicable USAID/FAR regulations. This Clause will remain valid notwithstanding any other Clause or Provision in this Subcontract.

ARTICLE 14 - OTHER PROVISIONS

14.1 Third Party Liability: Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Contractor and the Subcontractor.

14.2 Relationship of Parties: The Subcontractor has entered into this Agreement as an independent contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between Subcontractor and DAI or any of its employees.

14.3 Rights and Remedies:

(a) No failures of or delay by the Contractor in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by the Contractor of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this subcontract.

(b) Neither the Contractor's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this subcontract and the

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

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

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

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

14.5 Calendar Days: All period of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

14.6 Applicable Law: In performing the Work, the Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss, to include those applicable in the country in which the Work is being performed, if outside of the United States. The Subcontractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. This Subcontract shall be construed, interpreted and applied in accordance with the laws of the **State of Maryland**. This clause shall not be in derogation of any rights Contractor may otherwise have to seek removal of any action instituted against it by Subcontractor to the appropriate United States District Court.

14.7 Licenses: Except as otherwise directed by Contractor, the Subcontractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Subcontractor to perform the services required hereunder.

14.8 Force Majeure: The Subcontractor shall not be liable by reason of any failure in the performance of this Agreement in accordance with the terms hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such causes may include, but are not limited to, acts of God, acts of government, municipal, or other authority, fires, floods, epidemics, quarantines, strikes and labor disputes.

14.9 Standards of Business Ethics & Conduct: DAI believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that DAI

employees, agents, subcontractors and representatives adhere to a particularly high ethical standard. DAI's expectation is that Subcontractor also will conduct its business fairly, impartially and in an ethical and proper manner. If Subcontractor has cause to believe that DAI or any employee or agent of DAI has acted improperly or unethically under this agreement/order, Subcontractor shall report such behavior to the DAI's Ethics Hotline 1-888-288-3387 (Toll-Free for use within the United States) or DAI's International Crisis Line: 01-443-716-2339.

14.10 Foreign Taxes (VAT): Subcontractor is obligated to reimburse DAI any foreign taxes/VAT paid under this Subcontract if DAI is unable to recover this amount from the local Government.

The Subcontractor must annually submit a final report by April 5th of the next year indicating all taxes (VAT) collected from DAI under this Subcontract.

(b) Contents of Report. The reports must contain:

(i) Subcontractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by the government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Subcontractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, subcontracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity (non-US government).

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

NAME

TITLE

ADDRESS

ADDRESS

Phone: XXXXXX

Fax: XXXXXX

E-mail: XXXXXXXX

(e) Subagreements. The contractor must include this reporting requirement in all applicable

subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

14.10 Foreign Taxes (VAT): Subcontractor is obligated to reimburse DAI any foreign taxes/VAT paid under this Subcontract if DAI is unable to recover this amount from the local Government.

The Subcontractor must annually submit a final report by April 5th of the next year indicating all taxes (VAT) paid under this Subcontract.

(b) Contents of Report. The reports must contain:

(i) Subcontractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by the government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more

financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Subcontractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, subcontracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity (non-US government).

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

NAME

TITLE

ADDRESS

ADDRESS

Phone: XXXXXX

Fax: XXXXXX

E-mail: XXXXXXXX

(e) Subagreements. The contractor must include this reporting requirement in all applicable

subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

14.11 Equal Opportunity Clauses: 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.

14.12 Whistleblower Provision:

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

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

(b) The Contractor shall inform its employees in writing, in the predominant language of the

workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described

in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all

subcontracts over the simplified acquisition threshold.

14.13 Pay Transparency Nondiscrimination Provision:

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

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

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

14.15 Combating Trafficking in Persons Provision

COMBATING TRAFFICKING IN PERSONS (Mar 2015)

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

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

“Coercion” means—

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

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

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

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

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

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

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

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

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

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

“Involuntary servitude” includes a condition of servitude induced by means of—

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

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge employees recruitment fees;

(7)

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

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

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

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

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

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

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

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

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

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

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) *Notification.*

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

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

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

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

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

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

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

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

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

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

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

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

(i) To the size and complexity of the contract; and

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

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

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

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

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

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

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

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

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

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

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

14.17 Order of Precedence: The documents listed below, together with any modifications issued under this Agreement, constitute the Subcontract Documents of this Agreement. Any terms and conditions set forth in the Subcontractor's proposal are void. Except for any formal written modifications to the Agreement duly issued by an authorized representative of Contractor, any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace the terms and conditions of this Agreement. For the purposes of establishing obligations and the resolution of ambiguities in the Subcontract Documents, the following order of precedence shall prevail:

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

ATTACHMENT B

Insert Deliverable/Payment Schedule

DAI will pay the Subcontractor a total of **\$XXX USD** for the Procurement and Payment Support as described in Attachment A, Statement of Work, in accordance with the following payment schedule:

Deliverable	Due Date	Amount in US\$
1. Task one - for first stage of procurement (XX%)	XXXX	\$XXX [Should be for XX% of the order amount]
2. Task two - for second stage of procurement (XX%)	XXXX	\$XXX [Should be for XX% of the order amount]
3. Task three - for third/final stage of procurement (XX%)	XXXX	\$XXX [Should be for XX% of the order amount]
	Total Price:	\$XXX

***The total price of deliverables are inclusive of all costs to include labor, preparation costs, material costs, travel costs, VAT and any other direct or indirect costs necessary to provide services and deliverables under this project. ***

ATTACHMENT C

Special Provisions

The Subcontractor agrees to comply with all applicable requirements, specifications, and conditions of the Prime Contract to the extent to which they are incorporated into this Subcontract Agreement. Any applicable requirements, specifications, and conditions of the Prime Contract, specified by law, are included in this Subcontract Agreement. The clauses in FAR Subpart 52.2 and AIDAR Subpart 752 referenced in the Prime Contract are required to be flowed down to subcontractors, in effect on the date of this Subcontract. In this section, clauses from Section H – Prime Contract Special Requirements – are herein incorporated by reference and are listed below. In addition, other clauses are listed in full text. Whether a clause appears as incorporated by reference or as full text, it applies to this Subcontract Agreement.

In all such clauses, the term “Contractor” shall mean the Subcontractor performing under this Subcontract, the term “Contract” shall mean this Subcontract, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean the Contractor and the DAI Contractual Representative, respectively. It is intended that the referenced clauses shall apply to the Subcontractor in such manner as is necessary to reflect the position of the Subcontractor as a subcontractor to the Prime Contractor, to insure the Subcontractor’s obligations to the Prime Contractor and to the U.S. Government, and to enable the Prime Contractor to meet its obligations under its Prime Contract. Clauses not requiring flow down from the Contractor to the Subcontractor, but nevertheless specified herein shall have full force and effect in performance of this Subcontract.

Clauses Incorporated by Reference

This Subcontract incorporates one or more of the following clauses by reference, suitably modified to properly identify the parties, with same force and effect as if they were given in full text. The complete text will be made available to Subcontractor upon request. The full text may also be accessed electronically at the following website: <http://www.arnet.gov/far/>

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated By Reference" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

H.1 INSURANCE AND SERVICES

- a. Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors must apply for coverage directly from AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). AWAC is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010.

To obtain this insurance, contact AON at either one of these two locations:

1. AON Risk Insurance Services West, Inc.

2033 N. Main St., Suite 760

Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson

Phone: (925) 951-1856

Fax: (925) 951-1890

Email: Fred.Robinson@aon.com

Or

2. AON Risk Insurance Services East, Inc.

1120 20th St, NW, Suite 600

Washington, DC 20036

Hours: 8:30 AM to 4:00 PM Eastern Time

Primary contact: Ellen Rowan, Phone (202) 862-5306

Email address: Ellen.Rowan@aon.com or

Secondary contact: Chris Thompson, Phone (202) 862-5302

Email address: Chris.Thompson@aon.com

USAID's DBA insurance agent is:

Rutherford International, Inc.

5500 Cherokee Avenue, Suite 300

Alexandria, VA 22312

Points of Contact:

Diane Proctor or Taunya Jones

(703) 813-6506

(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)

Telefax: (703) 354-0370

E-Mail: www.rutherford.com

b. In compliance with new Agency guidelines, contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to start of performance overseas.

c. New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

	Period of Performance	Services	Construction	Security Guards
Base Period	04/10/17 – 04/09/19	\$2.00	\$4.50	\$7.50
Option 1	04/10/19 – 04/09/20	\$2.00	\$4.50	\$7.50
Option 2	04/10/21 – 04/09/22	\$2.00	\$4.50	\$7.50
Option 3	04/10/22 - 04/09/23	\$2.00	\$4.50	\$7.50

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937. Code 937 is defined as the United States, the cooperating/country, and developing countries other than advanced developing countries, and excluding prohibited sources. Procurement of agricultural commodities and related products, motor vehicles and pharmaceuticals is subject to the limitations in 22 CFR 228.19 and will require a waiver.

H.3 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

a. Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

b. Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

1. Military equipment
2. Surveillance equipment
3. Commodities and services for support of police and other law enforcement activities
4. Abortion equipment and services
5. Luxury goods and gambling equipment, or
6. Weather modification equipment.

c. Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

1. Agricultural commodities,
2. Motor vehicles,
3. Pharmaceuticals and contraceptive items
4. Pesticides,
5. Fertilizer,
6. Used equipment, or
7. U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.4 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

(Class Deviation OAA-DEV-14-01c)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or the COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

H.5 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

(Class Deviation OAA-DEV-11-03c, expiration date September 8, 2016)

- a. Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this contract shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with AN for agricultural applications or CAN for agricultural or construction/demolition applications. This provision supersedes the terms and conditions of any other provision, including any deemed approval, in this contract applicable to restricted goods and services. This provision shall not be altered or its applicability waived.
- b. If USAID determines that the contractor or any subcontractor/subawardee has used any funds under this contract contrary to the restriction in paragraph (a) of this provision, the Contracting Officer may require the Recipient to refund the entire amount used for such purposes.
- c. The contractor shall insert this provision in its entirety in all subcontracts/subawards, including (without limitation) Grants under Contracts (GUCs).

H.6 LANGUAGE REQUIREMENTS

The contractor personnel must have the requested requisite language requirements as specified. English is required for contractor's long-term expatriate professionals; it is preferred that all core local and TCN technical personnel be proficient in English. Please review F.7 for Key Personnel language requirements. All deliverables must be produced in English unless otherwise indicated by COR. USAID reserves the right to test proposed individuals to ensure that they have the language capability required.

The contractor must ensure that, when necessary to perform the work, contractor employees and consultants have the appropriate level of writing and oral skill.

H.7 RESERVE

H.8 RESERVE

H.9 RESERVE

H.10 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract, may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" <http://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the Contracting Officer.

H.11 REPORTING OF FOREIGN TAXES (JULY 2007)

- a. The contractor must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 1. Contractor name.
 2. Contact name with phone, fax and email.
 3. Contract number(s).
 4. Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this contract during the prior U.S. fiscal year.
 5. Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 6. Any reimbursements received by the contractor during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 7. Report is required even if the contractor did not pay any taxes during the report period.
 8. Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 1. "Agreement" includes USAID direct and country contracts, grants, cooperative agreements

and interagency agreements.

2. "Commodity" means any material, article, supply, goods, or equipment.

3. "Foreign government" includes any foreign governmental entity.

"Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: the Office of Financial Management, ATTN: Controller at: Baghdadaudit@usaid.gov. Please include the words "**Section 579 Interim Report**" in the subject line. One copy of each report must be sent to the respective COR for the award and one copy to the Contracting Officer at BaghdadOAADropbox@usaid.gov.

e. Subagreements. The contractor/recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <http://www.state.gov/m/rm/c10443.htm>

H.12 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

H.13 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to

USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b. Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

c. The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer's Representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

d. Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

e. The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

H.14 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, project designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

b. USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.15 RESERVED

H.16 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training project or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAIDfunded Participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and

- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.17 RESERVED

H.18 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (October 2014)

a. Definitions. For the purpose of submissions to the DDL:

1. "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").
2. "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor

under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

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

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

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

3. The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
4. The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission. Text highlighted in yellow indicates that the material is new or substantively revised. 22
5. The contractor must not submit classified data to the DDL.

H.19 RESERVED

H.20 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- a. The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
- b. For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever will occur first.

H.21 RECORDS RETENTION REQUIREMENTS

Pursuant to FAR 52.215-2(f), incorporated by reference in I.2 of the contract, the retention of all records listed throughout FAR Subpart 4.7 is extended to 6 years from the date calculated in accordance with FAR 4.704 in order to accommodate USAID/Iraq auditing timelines. The contractor must also ensure any equivalent subcontract records will be retained for the same time period required under this clause. A failure to retain any such records will be grounds for the disallowance of costs due to insufficient supporting documentation.

H.22 APPLICATION OF IRAQ SERVICE RECOGNITION PACKAGE

The Iraq Service Recognition Package (ISRP) currently describes all benefits and allowances accorded USG employees serving in Iraq. For purposes of this contract, contractor U.S. and TCN employees are held to the following which is meant to clarify related AIDAR requirements:

a. Rest and Recuperation (R&R) Benefits:

1. Employees assigned or detailed to, and who are physically located in Iraq for at least one year

are eligible for up to three R&R trips during a one-year period.

2. Employees on temporary duty for six months or more but less than one year will be eligible for

one R&R trip to the official relief point, to the United States or its territories, or their home

address of record after 90 days of service in Iraq.

3. If the contractor's policies allow for fewer R&R's, the employee is restricted to those amounts.

b. Danger Pay:

1. Danger Pay begins on the day of arrival in Iraq and ceases on the day of departure (permanent or temporary departure from post). The employee must be in country for a minimum of four hours to receive Danger Pay.

2. Danger Pay may not exceed the relevant rates set by the DSSR.

c. Home Leave

1. Employees assigned or detailed to, and who are physically located in Iraq for at least one

year are eligible for Home Leave.

2. Employees are required to serve at least 12 months of continuous service in Iraq in order to be eligible for home leave, i.e. at least 365 days with departure from post not earlier than the 366th day. The day of arrival at post counts toward the continuous service requirement; the day of departure does not. For employees serving in Iraq, annual leave taken in connection with rest and recuperation travel does not delay the 12 month continuous service requirement. Home leave, however, does break continuous service abroad and restarts the clock towards the 365 day requirement.

d. Boot on the Ground Policy:

1. The policy on maximum time spent away from post is a ceiling of 45 work days per one year tour of duty.

2. Any R&R or Home Leave costs related to the relevant one year tour of duty are unallowable

if the employee exceeds the amount in d.1 without a written decision to the contrary by the

Contracting Officer.

If the terms of the package in the areas described above are changed for USG employees, the contractor will be held to the updated terms. The contractor must confirm in writing with the Contracting Officer any changes to these terms when each new IRSP is released.

For any subcontractor that will accrue any of these benefits, the contractor must apply the relevant restrictions of this clause or any of those costs are unallowable.

H.23 DIRECT EMPLOYEE VERSUS SUBCONTRACTOR

The two recognized hiring mechanisms under the FAR for purposes of this contract are direct employees of the contractor and subcontractors.

Consultants are classified as one or the other. "Consulting Agreements" are considered a form of subcontract unless the individual is hired as a direct employee of the contractor. If the consultant is hired as a subcontractor, the contractor is held to all applicable subcontract requirements and regulations including but not limited to those found in I.8 of this contract. If the consultant is hired as a direct employee all regulations, rules, and contract clauses that apply to contractor employees apply to the consultant.

H.24 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.25 GENDER CONSIDERATION

To the greatest extent possible, the contractor must seek to include both men and women in all aspects of this project including participation and leadership in [e.g., meetings, training, etc.]. The contractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The contractor must look for gender implications or opportunities in the project, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of project implementation and internal management.

H.26 RESERVED

H.27 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.28 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.29 LIFE SUPPORT AND SECURITY SERVICES

The Contractor shall be self-supporting. The Contractor is responsible for providing all life support, communications, and transportation of material, personnel and equipment to work sites. In addition, the Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

The contractor must become familiar with and comply with relevant Chief of Mission policies, rules and requirements, as well as USAID requirements and applicable Iraqi law.

H.30 RESERVED

H.31 USE OF SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States

(MAR 2008), "the Contracting Officer hereby identifies the Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Iraq.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-81, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Iraq. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Iraqi entities and nationals will be entered once a classified system is in place.

Accordingly, before the Contractor deploys personnel to Iraq, it must register them in SPOT. If individuals are already in Iraq at the time the contractor employs them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Representative or the Contracting Officer.

This provision must be included in all sub-awards at any tier.

H.32 SERIOUS INCIDENT REPORTING REQUIREMENTS

The following reporting requirements apply to all Private Security Contractors (PSCs), including static guards. For the purposes of this provision, "serious incident" is defined as "an incident involving the use of deadly force, the discharge of a weapon (other than training or into a clear barrel), and/or an incident that resulted in death, serious injury, significant property damage (even if a weapon is not involved) or other serious consequences."

PSCs must provide notification, either verbal or in writing via e-mail, of any serious incident to the Regional Security Office/Tactical Operations Center (RSO/TOC), as soon as practical but not later than one hour after the incident. PSCs must submit an initial formal written incident report within four hours of the incident to the prime contractor/recipient, the USAID AOR/COR and the RSO/TOC. The initial report must include the name of the PSC company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company.

PSCs must submit a follow-up, comprehensive report within 96 hours of the incident to the prime contractor/recipient, the USAID AOR/COR and the Regional Security Office/Tactical Operations Center (RSO/TOC). RSO reserves the authority to investigate all incidents, in particular incidents involving a confirmed or likely death or serious personal injury, or where criminal misconduct may have occurred. The prime contractor/recipient must ensure that timely investigation occurs and all records are maintained on file.

The prime contractor/recipient must flow down this provision verbatim to all subcontracts with PSCs. The prime contractor/recipient is responsible for ensuring that they and all sub-awardees are familiar

and comply with all Chief of Mission policies, rules and requirements regarding the handling and reporting of serious incidents, as amended or revised from time to time, as well as with applicable Iraqi law.

H.33 RESERVED

H.34 RESERVED

[END OF ATTACHMENT C]



7600 Wisconsin Avenue, Suite 200, Bethesda, Maryland 20814 USA
Tel: (301) 771-7600 Fax: (301) 771-7777 Website: www.dai.com

ATTACHMENT D

General Provisions

The Subcontractor agrees to comply with all applicable requirements, specifications, and conditions of the Prime Contract to the extent to which they are incorporated into this Subcontract Agreement. Any applicable requirements, specifications, and conditions of the Prime Contract, specified by law, are included in this Subcontract Agreement. The clauses in FAR Subpart 52.2 and AIDAR Subpart 752 referenced in the Prime Contract are required to be flowed down to subcontractors, in effect on the date of this Subcontract. In this section, clauses from Section I – Prime Contract General Requirements – are herein incorporated by reference and are listed below. In addition, other clauses are listed in full text. Whether a clause appears as incorporated by reference or as full text, it applies to this Subcontract Agreement.

In all such clauses, the term “Contractor” shall mean the Subcontractor performing under this Subcontract, the term “Contract” shall mean this Subcontract, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean the Contractor and the DAI Contractual Representative, respectively. It is intended that the referenced clauses shall apply to the Subcontractor in such manner as is necessary to reflect the position of the Subcontractor as a subcontractor to the Prime Contractor, to insure the Subcontractor’s obligations to the Prime Contractor and to the U.S. Government, and to enable the Prime Contractor to meet its obligations under its Prime Contract. Clauses not requiring flow down from the Contractor to the Subcontractor, but nevertheless specified herein shall have full force and effect in performance of this Subcontract.

Clauses Incorporated by Reference

This Subcontract incorporates one or more of the following clauses by reference, suitably modified to properly identify the parties, with same force and effect as if they were given in full text. The complete text will be made available to Subcontractor upon request. The full text may also be accessed electronically at the following website: <http://www.arnet.gov/far/>



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The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated By Reference" in Section H of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR:

<https://www.acquisition.gov/far/>

AIDAR:

<http://www.usaid.gov/ads/policy/300/aidar>

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014



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52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2016
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.223-6	DRUG-FREE WORKPLACE	MAY 2001



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52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2015
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUNE 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUNE 1992



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752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

**I.3 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN
INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)**

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

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

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



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governing the nondisclosure of classified information.

d.

1. In accordance with section 743 of Division E, Title VI I, of the Consolidated and Further

Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds

appropriated (or otherwise made available) under that or any other Act may be prohibited, if

the Government determines that the Contractor is not in compliance with the provisions of

this clause.

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

I.4 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates

provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the



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option by written notice to the Contractor within 20 days.

I.6 RESERVED

I.7 RESERVED

I.8 RESERVED

**I.9 AIDAR 752.204-72 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (MAY 2016)
(DEVIATION NO. M/OAA-DEV-AIDAR-16-2C)**

a. HSPD-12 and Personal Identity Verification (PIV). Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described below, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies.

b. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this clause. The contractor's employees, consultants, or volunteers who are not U.S. citizens as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

c.

1. No later than five business days after award, the Contractor must provide to the Contracting

Officer's Representative (COR) a complete list of employees that require access to USAID

facilities or information systems.

2. Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at

any tier may obtain a USAID ID (new or replacement) authorizing the individual routine



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access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form

to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may

contact the USAID Security Office to obtain the list of acceptable forms of documentation.

Submission of these documents, to include documentation of security background investigations, are mandatory in order for the contractor to receive a PIV/Facilities Access

Card (FAC) card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their

enrollment.

d. The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all logical access to USAID information systems and/or facilities access associated with this contract. USAID will establish the format for this report.

e. Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.

f. USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when an Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.



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g. The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk (CIOHELPDESK@usaid.gov or (202) 712-1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.

h. The contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

I.10 RESERVED

I.11 RESERVED

I.12 RESERVED

I.13 AIDAR 752.204-71 PARTNER VETTING (FEB 2012)

a. The contractor must comply with the vetting requirements for key individuals under this contract.

b. Definitions. As used in this provision—

Key individual means:

1. Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);
2. The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);
3. The program manager or chief of party for the USG-financed program; and
4. Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having



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responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each offeror, potential subcontractors subject to vetting, and to the contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

c. The Contractor must submit within 15 days a USAID Partner Information Form, USAID Form 50013, to the vetting official identified below during the contract when the Contractor replaces key individuals with

individuals who have not been previously vetting for this contract.

Note: USAID will not approve any key personnel who have not passed vetting.

d. The designated vetting official is:

Vetting official: Michael Murphy

Email: iraqidvsu@usaid.gov (for inquiries only)

e. 1. The vetting official will notify the Contractor that it—

i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

2. The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

f. Reconsideration.

1. Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting



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official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

2. Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

3. The Agency's determination of whether reconsideration is warranted is final.

g. A notification that the Contractor has passed vetting does not constitute any other approval under this contract.

h. When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

i. The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

I.14 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

(M/OAA-DEV-AIDAR-18-04c)

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

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



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Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

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

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

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

The following paragraph (f) is applicable if the contract is with an educational institution:

f. It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

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

a. Definitions. As used in this clause--

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

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

Covered entity means-



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1. Kaspersky Lab;
 2. Any successor entity to Kaspersky Lab;
 3. Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
 4. Any entity of which Kaspersky Lab has a majority ownership.
- b. Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91)

prohibits Government use of any covered article. The Contractor is prohibited from-

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

c. Reporting requirement.

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

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

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

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

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

(End of clause)

[END OF ATTACHMENT D]



ATTACHMENT E

Sample Invoice

INVOICE TEMPLATE

Invoice date:	Invoice No.:	
Subcontractor Name:	Remit to address:	
Project Name:		
Subcontract No.:		
Prime Contract No.:	Subcontractor TIN:	
Subcontract Amount:	Phone:	
Reporting/Billing Period From:	Email:	
Reporting/Billing Period To:		
FFP Ceiling:	\$40,000.00	
Cumulative Amount Billed:	\$10,000.00	
Balance Remaining:	\$30,000.00	
Activity Description	<u>Current Invoice Amount</u>	
	Quantity	Amount
Deliverable 1	1	\$5,000.00
Deliverable 2	1	\$5,000.00
TOTAL BILLING	2	\$10,000.00

Certification:

The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of the Subcontract between DAI and Subcontractor, and to the best of my knowledge and belief that they are correct, that the amount claimed is proper and due, that all costs claimed are for actual work and deliverables, which have been satisfactorily provided/performed, that other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract/Task Order, and have been paid by the Subcontractor, that the quantities and amounts involved are consistent with the requirements of the Subcontract/Task Order, that all required approvals have been obtained, and (2) appropriate refund shall be made to DAI promptly upon request in the event of disallowance by USAID.

(Name, Title, Date)



ATTACHMENT F

Executive Compensation Certification

FAR 52.204-10 Reporting Subcontractor Awards.

Section A. FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report

System (FSRS) subject to the following criteria:

- The subcontractor must have generated at least 80 percent of its overall revenue in the preceding fiscal year from U.S. federal government contracts; AND
- The subcontractor must have generated at least USD 25 million in annual gross revenue in the preceding fiscal from U.S. federal government contracts; AND
- The subcontractor *must not* already publically report executive compensation levels to either the Internal Revenue Service (IRS) or Securities and Exchange Commission (SEC) as mandated by the subcontractor’s status as a non-profit organization or publically traded company, respectively.

If any of the above *does not* apply to your firm, then DAI is exempt from reporting your executive compensation and you need not provide such information to DAI. Please skip to

Section C to certify your status as exempt from reporting executive compensation levels under FAR 52.204-10.

Section B. If all of the criteria listed in Section A are true of your firm, then FAR 52.204-10 requires DAI report the full compensation of your firm’s five most highly compensated executives including, but not limited to: salary, stock options, benefits, and fringe. This information must be attested to by an employee at the Chief Financial Officer level or higher and will be made public at <http://www.fsr.gov>.

Employee Name: _____

Full Compensation: _____

Employee Name: _____

Full Compensation: _____

Employee Name: _____

Full Compensation: _____



Employee Name: _____

Full Compensation: _____

Employee Name: _____

Full Compensation: _____

Duly Authorized Company Signatory: _____

Name: _____

Position: _____

Date: _____

Section C. If you are exempt, please certify to your exemption below.

I hereby certify that **(SUBCONTRACTOR NAME)** is exempt from reporting executive compensation under FAR 52.204-10 for the following reason(s)(check all that apply).

- The subcontractor did not generate at least 80 percent of its overall revenue from U.S. federal government contracts in the preceding fiscal year.
- The subcontractor did not generate at least USD 25 million of annual gross revenue from U.S. federal government contracts in the preceding fiscal year.
- The subcontractor already publically reports executive compensation levels to:
 - Internal Revenue Service (IRS)
 - Securities and Exchange Commission (SEC)

Duly Authorized Company Signatory: _____

Name: _____

Position: _____

Date: _____