Issuance Date:	December 5, 2019
Closing Date for submission of questions: **Closing Time for submission of questions:**	December 19, 2019, 4:00 p.m. (ET) Washington, D.C.
Past performance (INFORMATION ONLY) due:	January 17, 2020, 4:00 p.m. (ET) Washington, D.C.
Proposals (TECHNICAL PROPOSALS ONLY) due:	January 30, 2020, 4:00 p.m. (ET) Washington, D.C.
Proposals (COST PROPOSALS ONLY) due:	February 13, 2020, 4:00 p.m. (ET) Washington, D.C.

Subject: Request for Proposal (RFP) Number: 72061720R00004
Integrated Child and Youth Development Activity (ICYD Activity)

Dear Sir/Madam:

The United States Agency for International Development Mission to Uganda (USAID/Uganda) is seeking proposals from qualified organizations interested in delivering basic education and Orphans and Vulnerable Children (OVC) services to children and youth in target districts across Uganda by strengthening young people's ability to critically engage with their environment, address their health and safety needs, and make it more likely to reach their potential.

This procurement will be conducted under full and open competition under which any type of organization (U.S. and Non-U.S. commercial for profit firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in the Federal Acquisition Regulation (FAR) Part 15 apply.

USAID anticipates awarding a five-year Cost-Plus-Fixed-Fee (CPFF) completion type contract, with a total estimated range of $145,000,000-$155,000,000 for the implementation of this activity, covering a total estimated period of five years. The contract period is comprised of a base period of two years and three, one-year option periods. The purpose of providing an estimated range for the contract is to help Offerors develop their proposals. Offerors will provide the lowest possible cost corresponding with their technical approach.

The RFP and any amendments to this solicitation will be issued and posted on the Contract Opportunities website at https://www.beta.SAM.gov. It is the Offeror's responsibility to check the website periodically for official updates and amendments to the solicitation. It is the responsibility of the recipient of this RFP to ensure that it has been received from the internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Offerors are encouraged to read the entire solicitation, which includes the closing date and time, all pertinent contract requirements, and the conditions and instructions required for submitting a proposal. Pursuant to Block 12 of Standard Form 33 of this RFP, USAID requires that offers remain valid through a period of 260 days.

Offerors must e-mail questions and proposals in response to this solicitation to KampalaUSAIDSolicita@USAID.gov **in MS Word format**. No other forms of submission will be accepted. The e-mail transmitting the questions and proposals must reference the RFP number and title on the subject line of the email.

The authorized geographic code for procurement of goods and services under this Activity is 935. The North American Industry Classification Systems (NAICS) code for this Activity is 541990.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Thank you for your interest in USAID/Uganda's Integrated Child and Youth Development (ICYD) Activity.

Sincerely,

Natalie J. Thunberg
Contracting Officer

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		3 / 175

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	72061720R00004	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	SEE COVER PAGE	REQ-617-20-000005

7. ISSUED BY CODE 720617

OFFICE OF ACQUISITION AND ASSISTANCE
USAID/UGANDA
PLOT 1577 GGABA ROAD
KAMPALA, UGANDA
Email: KampalaUSAIDSolicita@USAID.gov

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in KAMPALA, UGANDA until 1600 ET (Hour) local time 01/30/2020 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	ADMIR SERIFOVIC	+256	414-306-001	6228	KampalaUSAIDSolicita@USAID.gov

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM		☒	I	CONTRACT CLAUSES	
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT		☒	J	LIST OF ATTACHMENTS	
☒	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE		☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
☒	F	DELIVERIES OR PERFORMANCE					
☒	G	CONTRACT ADMINISTRATION DATA		☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
☒	H	SPECIAL CONTRACT REQUIREMENTS		☒	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____0_____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE — FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Natalie Thunberg

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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ATTACHMENTS J.1-1

ANNEXES A-1

Acronyms

ADS	Automated Directives System
AGYW	Adolescent Girls and Young Women
AIDAR	USAID Acquisition Regulation
AIDS	Acquired Immunodeficiency Syndrome
AMELP	Activity Monitoring, Evaluation, and Learning Plan
ASAP	Accelerating Support to Advanced Local Partners
AWP	Annual Work Plan
BIP	Branding Implementation Plan
BOCY	Better Outcomes for Children and Youth
4Children	Coordinating Comprehensive Care for Children
CBO	Community Based Organization
CDC	U.S. Centers for Disease Control and Prevention
CDCS	Country Development Cooperation Strategy
CFR	Code of Federal Regulations
CLA	Collaborating, Learning, and Adapting
CLIN	Cost Line Item
CO	Contracting Officer
COP	Country Operational Plan
COR	Contracting Officers' Representative
CPFF	Cost Plus Fixed Fee
CSO	Civil Society Organization
DA	Development Assistance
DATIM	Data for Accountability, Transparency and Impact
DDL	Data Development Library
DEC	Development Experience Clearinghouse
DFID	U.K. Department for International Development
DO	Development Objective
DO2	Mission's Demographic Drivers Project
DOD	Department of Defense
DQA	Data Quality Assessment
DRG	Democracy, Rights, and Governance
DREAMS	Determined, Resilient, Empowered, AIDS-free, Mentored and Safe
DUNS	Data Universal Numbering System
EAA	Evaluation, Assessment and Analysis
EG	Economic Growth Office
EGR	Early Grade Reading
EMMP	Environmental Mitigation and Monitoring Plan
ERF	Environmental Review Form
ESRS	Electronic Subcontracting Reporting System
FAR	Federal Acquisition Regulation
FBO	Faith Based Organization
FY	Fiscal Year
G2G	Government-to-Government
GAO	Government Accountability Office3

GBV	Gender-Based violence
GCS	Geographic Coordinate System
GDL	USAID/Washington's Global Development Lab
GIS	Geographic Information Systems
GOU	Government of Uganda
GPE	Global Partnership for Education
GUC	Grants Under Contracts
HCC	Host Country Counterparts (public, non-governmental and private)
HIV	Human Immunodeficiency Virus
HR	Human Resources
HTS	HIV Testing Services
IAM	Integrated Agriculture Markets
ICAN	Integrated Community, Agriculture, and Nutrition
ICYD	Integrated Child and Youth Development
IDA	Institutional Development Advisor
IDP	Institutional Development Plan
IL	Implementation Letter
IP	Implementing Partner
IR	Intermediate Result
J2SR	Journey to Self-Reliance
KP	Key Personnel
LARA	Literacy Achievement and Retention Activity
LDPG	Local Development Partners Group
LOE	Level of Effort
LPIDR	Local Partner Institutional Development Report
M&E	Monitoring and Evaluation
MEL	Monitoring, Evaluation, and Learning
MER	Monitoring, Evaluation, and Reporting
METS	Makerere University Monitoring and Evaluation Technical Support
MGLSD	Ministry of Gender, Labor and Social Development
MIS	Management Information System
MOES	Ministry of Education and Sports
MP	Marking Plan
NARA	National Archives and Records Administration
NGO	Non-Governmental Organization
NICRA	Negotiated Indirect Cost Rate Agreement
NTE	Not to Exceed
NUPAS	Non-US Organization Pre-Award Survey
OCA	Organizational Capacity Assessments
OD	Organizational Development
OGAC	Office of the Global AIDS Coordinator
OMB	Office of Management and Budget
OVC	Orphans and Vulnerable Children
PAD	Project Appraisal Document
PEPFAR	President's Emergency Plan for AIDS Relief
PII	Personally Identifiable Information

PIRS	Performance Indicator Reference Sheet
PMP	Performance Management Plan
PP	Priority Population
PYD	Positive Youth Development
QPR	Quarterly Performance Report
RF	Results Framework
RFP	Request for Proposal
RHITES	Regional Health Integration to Enhance Services
SB	Small Businesses
SD	Service Delivery
SCORE	Sustainable Comprehensive Responses for Vulnerable Children and their Families
SESIL	Strengthening Education Systems for Improved Learning
SHRP	School Health and Reading Program
SITES	Strategic Information Technical Support
SOCY	Sustainable Outcomes for Children and Youth
SOP	Standard Operating Procedures
SOW	Statement of Work
SRGBV	School-Related Gender-Based violence
STIP	Science, Technology, Innovation and Partnership
SSR	Summary Subcontracting Report
STA	Senior Technical Advisor
STTA	Short Term Technical Assistance
TA	Technical Assistance
TASO	The AIDS Support Organization
TBD	To Be Determined
TEC	Technical Evaluation Committee
TOC	Theory of change
UNICEF	United Nations Children's Fund
UPE	Universal Primary Education
USAID	United States Agency for International Development
USE	Universal Secondary Education
USG	United States Government
VAT	Value Added Tax
VSLA	Village Savings and Loans Association
WASH	Water, Sanitation and Hygiene
WGS	World Geodetic System

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of the Uganda Integrated Child and Youth Development (ICYD Activity) acquisition is to deliver basic education and OVC services to children and youth in target districts across Uganda by strengthening young people's ability to critically engage with their environment, address their health and safety needs, and make it more likely to reach their potential. A guiding principle of this acquisition is the need to transition PEPFAR/OVC service delivery to Ugandan public, civil society, and private sector actors as detailed in Section C.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For consideration set forth below, the Contractor must perform the tasks required in Section C (Statement of Work) and provide all deliverables and/or outputs as described in Section F and comply with all Contract requirements. The Contractor must perform the services set forth in the Contract at prices consistent with Section B of this contract.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

B.3.1 Base Contract Period (Years 1, and 2)

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is $TBD. The fixed fee, if any, is $TBD. The estimated cost plus fixed fee, if any, is $TBD.

(b) Within the estimated cost-plus fixed fee (if any) specified in paragraph B.3.1 (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is $TBD. The Contractor must not exceed the aforesaid obligated amount in accordance with the Limitation of Funds Clause, FAR 52.232.22.

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.3.2 Contract Option Period

(a) The estimated cost for the performance of the work for Option Year 1, exclusive of fixed fee, if any, is $TBD. The fixed fee, if any, is $TBD. The total estimated cost plus fixed fee, if any, is $TBD.

(b) The estimated cost for the performance of the work for Option Year 2, exclusive of fixed fee, if any, is $TBD. The fixed fee, if any, is $TBD. The total estimated cost plus fixed fee, if any, is $TBD.

(c) The estimated cost for the performance of the work for Option Year 3, exclusive of fixed

fee, if any, is $TBD. The fixed fee, if any, is $TBD. The total estimated cost plus fixed fee, if any, is $TBD.

(d) In the instance where a contract option period is exercised by the Government, the Contracting Officer will add the Base Contract Period estimated cost and fixed fee, and exercised Contract Option Period(s) estimated cost and fixed fee to arrive at a grand total estimated cost and fixed fee for the contract.

B.4 BUDGET

CLIN	Item	Total ($)
0001	Base - Technical Assistance	
	Direct Costs (inclusive of subcontracts)	TBD
	Indirect Costs	TBD
	Fixed Fee (FF)	TBD
	Grants Under Contract (GUC)*	$2,500,000
Total Estimated Cost Plus Fixed Fee: Base		**TBD**
1001	Option Year 1 - Technical Assistance	
	Option Year 1 - Direct Costs (inclusive of subcontracts)	TBD
	Option Year 1 - Indirect Costs	TBD
	Option Year 1 - Fixed Fee (FF)	TBD
Total Estimated Cost Plus Fixed Fee: Option Year 1		**TBD**
2001	Option Year 2 - Technical Assistance	
	Option Year 2 - Direct Costs (inclusive of subcontracts)	TBD
	Option Year 2 - Indirect Costs	TBD
	Option Year 2 - Fixed Fee (FF)	TBD
Total Estimated Cost Plus Fixed Fee: Option Year 2		**TBD**
3001	Option Year 3 - Technical Assistance	
	Option Year 3 - Direct Costs (inclusive of subcontracts)	TBD
	Option Year 3 - Indirect Costs	TBD
	Option Year 3 - Fixed Fee (FF)	TBD
Total Estimated Cost Plus Fixed Fee: Option Year 3		**TBD**

*The amount of $2,500,000 is a lump sum exclusively reserved for GUCs. This amount does not include any relevant management or administrative expenses incurred by the Contractor.

B.5 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

To be filled in at award

Description	Rate	Base	Type	Period
G&A		1/	1/	1/
Fringe		2/	2/	2/
		3/	3/	3/

The Contractor is allowed to recover applicable indirect costs (i.e. overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and the Negotiated Indirect Cost Rate Agreement (NICRA).

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (Aug 2018), FAR 52.216-8, Fixed Fee (June 2011), and AIDAR 752.7003, Documentation for Payment.

B.7 PAYMENT OF FIXED FEE

Payment of fixed fee will be in accordance with FAR 52.216-8 and 16.306(d)(1).
Payment of fixed fee will be in accordance with the agreed upon payment schedule.

[END OF SECTION B]

SECTION C – STATEMENT OF WORK

C.1 INTRODUCTION

The purpose of the contract is to implement USAID/Uganda's Integrated Child and Youth Development activity, henceforth referred to as the ICYD Activity. The Uganda ICYD Activity acquisition is to deliver basic education and OVC services to children and youth in target districts across Uganda by strengthening young people's ability to critically engage with their environment, address their health and safety needs, and make it more likely to reach their potential. A guiding principle of this acquisition is the need to transition PEPFAR/OVC service delivery to Ugandan public, civil society, and private sector actors.

C.2 PURPOSE

The purpose of the Integrated Child and Youth Development Activity is to address USAID/Uganda's development objectives relating to child wellbeing, education, and youth development. This activity shall be a flagship program administered by the Office of Education, Youth, and Child Development, the unit responsible for the Mission's education and PEPFAR/Orphans and Vulnerable Children (OVC) funding streams. The Contractor shall use basic education, higher education, and PEPFAR funds[1] to implement an approach that contributes to the ICYD Activity's overarching goal:

Ugandan children and youth, especially the most vulnerable, receive the support and services necessary to lead resilient, healthy, and productive lives.

The Mission recognizes that there are multiple compelling pathways to achieving this goal and therefore expects offerors to propose creative solutions within mandatory parameters outlined in this SOW. Annex B provides the minimum geographic coverage and approach considerations that ICYD Activity must attend to. Remaining resources shall be applied creatively to best address the activity's objectives and contribute to the goal-level outcome.

C.3 SUMMARY SCOPE

USAID/Uganda intends to award one (1) ICYD Activity contract—an integrated education and PEPFAR/OVC award that supports Uganda on its journey to self-reliance, promotes U.S. foreign policy and development interests, and measurably improves children and youth's attainment of healthy, productive, and secure lives. A guiding principle of this acquisition is the need to transition service delivery to Ugandan public, civil society, and private sector actors over the course of this award. In particular, OVC direct service delivery must transition to Ugandan

[1] See Annex C for a breakdown of expected funding streams.

partners during the period of performance of this award and the Offeror's approach to the local institutional capacity building should be well explained in their proposal.

The Contractor, also referred to as the ICYD Activity Prime Implementing Partner (Prime IP), must use an integrated approach to realize the following:

Objective 1: Children and youth have improved learning outcomes;
Objective 2: Children and youth are protected, safe, and healthy in their homes, communities, and learning environments;
Objective 3: Youth practice positive behaviors and make informed decisions about their lives and relationships.

These objectives are designed to be mutually reinforcing, emphasizing the relationship between improved learning outcomes and improved wellbeing. ICYD shall consist of a comprehensive approach that merges PEPFAR/OVC's support for acute vulnerability stabilization with education's broad protective effects.

Education and OVC assistance tools shall be integrated within the activity, while externally, ICYD shall work closely with PEPFAR clinical partners and other health, education, safety, and economic strengthening service providers supported by U.S. Government, the Government of Uganda (GOU), civil society, and other donors. The ICYD Activity shall contend with five mandatory tasks to achieve the three stated objectives.

1. Build from recent early-grade reading (EGR) support to the Ministry of Education and Sports (MOES) and target districts.
2. Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school dropout.
3. Provide critical OVC services directly for up two years while building the capacity of local partners to transition to prime awards with USAID/Uganda.
4. Provide technical assistance and coordination to OVC service providers in service delivery districts.
5. Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.

Embedded within each of these five mandatory tasks are the principles of the USAID Policy Framework[2], specifically the Vision for the Journey to Self-Reliance. This Vision requires the ICYD contractor to be responsive to issues of national commitment and capacity. For the ICYD Activity, all tasks proposed must consider the cross-cutting principles of:

[2] https://www.usaid.gov/sites/default/files/documents/1870/WEB_PF_Full_Report_FINAL_10Apr2019.pdf

1. Family and community engagement increased;
2. Public and private institutional and organizational performance improved; and,
3. Institutional commitment increased.

C.4 BACKGROUND

C.4.1 COUNTRY CONTEXT

Children and youth make up more than 75 percent of Uganda's population. The median Ugandan citizen is symbolically represented as a 14-year-old girl[3]. The 14-year-old girl is subject to multiple levels of vulnerability, including social isolation, economic insecurity, gender-based violence, forced marriage, and HIV-infection. Her situation is influenced heavily by her relationships with her parents, family, and caregivers; her community; boys and men; her teachers; as well as by larger social forces that perpetuate exploitation, poor health and safety outcomes, and diminished economic opportunity.

Problem Statement: Ugandan children and youth, particularly vulnerable populations and girls, face significant barriers to acquiring the skills and assets needed to lead healthy and productive lives and to be resilient in the face of shocks and stressors. Government systems and local institutions have underdeveloped capabilities and commitment to deliver basic education and social protection services. This leads to failures in meeting minimum standards and puts young people's long-term future at risk. As a result, Ugandan families and communities carry a high burden in ensuring the wellbeing, safety and education of children and youth. The Mission's approach to integrated development programming in support of the 14-year-old girl is described in its 2016-2021 Strategy[4], which also contains a more detailed discussion of the Mission's view of the Ugandan development context.

ICYD shall work closely with the Government of Uganda (GOU). USAID has long-standing partnerships with the Ministry of Education and Sports (MOES) and Ministry of Gender, Labor and Social Development (MGLSD) to improve early-grade reading, improve learner retention rates in school, reduce instances of gender-based violence and child endangerment, and strengthen child protection systems and service delivery. ICYD must build from these partnerships, at a minimum, as described in Section C.5.2.

C.4.2 OBJECTIVES IN CONTEXT

Children and youth have improved learning outcomes

[3] When the current Mission strategy was developed in 2016, the median age of a Ugandan citizen was 14 and there continue to be marginally more women in the population as a whole with respect to men.
[4] https://www.usaid.gov/sites/default/files/documents/1860/CDCS_FINAL_26092017.tags_.pdf

Since 2012, the Mission has partnered with the MOES to improve learning outcomes through an intensive focus on early grade reading. ICYD must build on the successes, challenges, and partnerships fostered through USAID's School Health and Reading Program (SHRP) and Literacy Achievement and Retention Activity (LARA), ending in 2019 and 2021, respectively. Both SHRP and LARA have used basic education and PEPFAR/OVC funds to support foundational skills development, specifically early grade reading, in conjunction with curricula fostering greater health-seeking behaviors and reductions in violence in schools and communities. (*See Annex D for a brief summary of publicly available SHRP and LARA programmatic evaluation reports*.)

Over the course of SHRP and LARA implementation, Uganda has seen steady, but slow, national improvement in basic literacy achievement in early primary school. ICYD must situate USAID's contribution to national progress within existing GOU and other donor initiatives. While literacy shall remain as USAID's primary measure of learning outcomes, given the higher-level objectives expected of this contract, additional education-related outcomes are important to improve learning, retention, and future wellbeing of youth. The pairing of education and PEPFAR/OVC programming is a response to the Mission's observation that the slow rate of improved literacy attainment is explained by a complex nexus of home, community, and school-related factors. ICYD must grapple with this complexity.

Children and youth are protected, safe, and healthy in their homes, communities, and learning environments

PEPFAR/OVC support to the community and household is meant to strengthen critical services that reduce or respond to issues of HIV-infection, abuse, and household economic vulnerabilities. Education retention is a recognized correlate with reduced vulnerability and better HIV-related outcomes, especially for adolescent girls and young women.

The ICYD Activity shall build on the Mission's investments with the MGLSD to strengthen child protection systems. The ICYD Activity shall also support the GOU as it develops social service and case management institutions that can sustainably contribute to a reduction in child-related violence cases and link vulnerable families to critical social services. Current systems strengthening assistance to the MGLSD is implemented through the Coordinating Comprehensive Care for Children (4Children) activity, while the bulk of USAID's PEPFAR/OVC service delivery support is carried out through the Better Outcomes for Children and Youth (BOCY) and Sustainable Outcomes for Children and Youth (SOCY) activities. ICYD must combine both regulatory and service delivery support in order to prepare the child protection sector for an environment of reduced PEPFAR funding—an expected eventuality as Uganda approaches HIV epidemic control.

The ICYD Activity must also build from the Mission's work in the area of preventing and responding to school-related gender-based violence (SRGBV). The Mission recognizes this area of programming as critical to addressing learning space and community abuse, violence, and intimidation factors that contribute to poor attendance and retention rates in school. USAID, through LARA, has developed the Journeys HIV and violence prevention curriculum that is endorsed by the GOU. The ICYD Activity shall continue support for Journeys and provide implementation and technical assistance support to MOES as it takes over the responsibility of administering the modules in schools and communities.

Youth practice positive behaviors and make informed decisions about their lives and relationships

The ICYD Activity must strengthen young people's ability to critically engage with their environment, address their health and safety needs, and make it more likely that they reach their full potential. ICYD shall strategically combine learning from the Mission's current and prior activities described above with innovative approaches so that youth receive comprehensive programming tailored to build their skills, assets and competencies and foster healthy relationships that support them in reaching their potential. The ICYD Activity must include creative interventions that address the limited opportunities and vulnerabilities of out-of-school children in specific localities. Targeted interventions, on need and locality basis, shall be required to enhance the soft skills and spur the entrepreneurial disposition of out-of-school youth to enable them to contribute as productive members of their respective communities. The ICYD Activity shall apply approaches from the PEPFAR DREAMS (Determined, Resilient, Empowered, AIDS-free, Mentored, and Safe) initiative to address the unique challenges that adolescent girls and young women (AGYW) face. Positive Youth Development (PYD) concepts must also be included in ICYD Activity's implementation approach.

C.4.3 RELATIONSHIP TO CDCS AND OTHER US GOVERNMENT PROGRAMS

The ICYD activity is responsive to USAID/Uganda's 2016-2021 Country Development Cooperation Strategy (CDCS). Key themes such as the Mission's guiding principles, a focus on the integration of technical sectors, lasting partnerships with Ugandan institutions, and local ownership and transition to Ugandan-led development must be a part of the activity. The ICYD Activity must be the flagship activity within the Mission's Demographic Drivers Project (DO2), which is a grouping of education; family health; water, sanitation and hygiene (WASH); economic opportunity; and child protection interventions that seek structural and institutional change leading to healthier, better educated, and more resilient families and communities. It supports the human development factors that make structural economic transformation possible, leading to lower dependency ratios, increased savings and social safety nets, and the potential to enjoy a demographic dividend. The ICYD Activity shall work collaboratively, and in a

coordinated manner, with other USAID activities falling under DO2 and across the CDCS.

At present, USAID, the Centers for Disease Control and Prevention (CDC), and the Department of Defense (DOD), are the three agencies responsible for PEPFAR/OVC service delivery in Uganda. Gradually, from 2020 to 2023, the full PEPFAR/Uganda OVC portfolio shall transition to USAID. The ICYD Activity contractor is expected to work closely with CDC, DOD, and their partners to ensure a smooth transition of responsibilities, especially with respect to beneficiary care. Strong linkages to PEPFAR clinical partners, supported through CDC, DOD, and USAID, are also a critical element of successful OVC programming.

C.4.4 OTHER DONOR PROGRAMS

USAID's support to Uganda is firmly anchored in partnership with other bilateral and multilateral donors working in the education and child protection sectors. The Education Development Partners group is a useful platform to coordinate programming and present a shared development partner perspective to relevant GOU Institutions. At a minimum, responses to this Solicitation should take into account linkages between the UK Department for International Development (DFID) Strengthening Education Systems for Improved Learning (SESIL) program and the Global Partnership for Education's work in supporting MOES' implementation of the early grade reading approach in approximately 30 districts. Understanding the landscape of broader sectoral support by donors is a necessary precondition of a strong proposal. Likewise, UNICEF, the World Bank, and several European, Japanese, and Korean institutions are active in the household economic strengthening and child protection sectors, each of which offer ample opportunities for partnership.

The ICYD Activity must ensure that its support does not duplicate other donor efforts. Areas of natural and deliberate intersection with other donor programs should be carefully designed to complement rather than duplicate efforts in order to advance the stated goals of the ICYD activity.

C.5 SCOPE OF WORK

C.5.1 Objectives

The Mission recognizes that challenges facing children and youth are multifaceted and require intentionally integrated programming in partnership with local institutions, as detailed below.

Annex B lists all of Uganda's current districts, defines the six OVC service delivery zones, and provides detail on required minimum geographic coverage for EGR and OVC service delivery. Annex B is a minimum expectation and can be expanded in respondent proposals within the available resources and the proposed approach.

Annex G provides required and illustrative indicators linked to each of the ICYD Activity objectives and relevant tasks.

Contract Objectives:

- *Children and youth have improved learning outcomes*
- *Children and youth are protected, safe, and healthy in their homes, communities, and learning environments*
- *Youth practice positive behaviors and make informed decisions about their lives and relationships*

C.5.2 Tasks

C.5.2.1 Task 1: Build from recent EGR support to MOES and target districts.

USAID/Uganda has invested heavily in Uganda's steady gains in early grade reading. Yet overall progress is held back due to persistent poverty; violence in schools, homes, and communities; absenteeism from learners and teachers; and low standards for teacher training, deployment, professional development, and mentorship among other explanatory and interlinking factors. Successful implementation must leverage global, regional, and/or in-country expertise on improving EGR at scale and shall apply an approach that builds from Uganda's recent success and addresses the constraints to foster EGR progress, especially for the high proportion of learners who continue to struggle in achieving basic literacy.

<u>Expected Results:</u>

- Increased percentage of learners in ICYD-supported schools who attain minimum grade-level proficiency in reading at the end of grade 2
- Decreased percentage of learners in ICYD-supported schools who are unable to read a single word in local language in grade 2
- Increase percentage of learners in ICYD-supported schools who can read at least 60 words per minute in English at the end of grade 4

C.5.2.2 Task 2: Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school dropout.

ICYD Activity interventions must build from ongoing efforts to create safer and more positive learning environments in schools in the activity's operating districts. This must include implementing the Journeys HIV and violence prevention curriculum in schools and supporting interventions to reinforce positive learning environments. At present, the Journeys curriculum is

provided in a subset of EGR supported districts as well as in selected non-overlapping OVC service delivery districts. The Mission is currently conducting an impact evaluation of the Journeys intervention. The ICYD Activity must be responsive to the findings of this evaluation and consider the results as part of its Monitoring, Evaluation, and Learning (MEL) and adaptive management planning. Results are expected in early 2021.[5]

The ICYD Activity shall at minimum support school retention through education subsidies and economic strengthening interventions by using OVC funds for enrolled OVC households. The activity must continue to strengthen referral systems that link schools to health and social welfare services, networks for abuse survivors, and justice system services when applicable. The activity shall facilitate community engagement with schools and must sensitize caregivers to the importance of school attendance, retention and completion.

Expected Results:

- Increased primary school retention rates in ICYD service delivery zones
- Increased primary to secondary school transition rates within OVC enrolled households
- Increased number of ICYD-supported schools implementing safe school programs and maintaining school-safety standards

C.5.2.3 Task 3: Provide critical OVC services directly for up to two years while building the capacity of local partners to transition to prime awards with USAID/Uganda.

For the first two years of this award, the ICYD Activity shall provide PEPFAR/OVC services according to current guidance from PEPFAR and USAID/Uganda, noting that PEPFAR guidance and targets are adjusted annually. These services must be structured as a contribution to reaching and maintaining HIV-epidemic control in Uganda. In Uganda, increasingly more PEPFAR/Uganda programming is focused on targets responding to the specific needs of adolescent girls and young women (AGYW) due to their disproportionate vulnerability to contracting HIV.

The ICYD Activity must apply a range of interventions supported by OVC guidance including: HIV and GBV prevention and response for 10-17 year olds; linkages and coordination with clinical services (in line with an approved screening tool and PEPFAR guidance); school-fee subsidies; economic strengthening that leads to families graduating from the program; and stabilizing acute vulnerabilities to HIV infection or poor treatment adherence. Delivery of these services must be driven by a case management approach for enrolled beneficiaries. Case management shall track progress against a case plan to move families in the program toward

[5] USAID/Uganda has focused its evaluation portfolio on rigorously testing the impact of its EGR, GBV, and OVC programming. Publicly available reports related to current programming are listed in Annex D. Final analysis shall be available upon the schedule listed in Annex D.

PEPFAR/OVC graduation benchmarks. Data related to the tracking of these services must be integrated into a case management information system so that the activity is able to keep track and learn from service delivery and outcome patterns.

USAID/Uganda has also structured the ICYD activity to address the target requirements set by the U.S. Department of State's Office of the Global AIDS Coordinator (OGAC) for local partner transition of obligated PEPFAR funding (see Section C.9 for information regarding local partners). The Mission has divided Uganda into six OVC service delivery zones (see Annex A, Map A3). The Southwest and East Central zone shall be awarded to local partners concurrently with ICYD. In the remaining four zones, the ICYD activity shall be the main service delivery provider for up to two years.

During the first two years, the ICYD Activity contractor shall provide capacity building and technical assistance to its local partner sub-award(s), preparing them for a potential transition to their own prime award (*see Annex B - Timeline Considerations for a General Schedule of ICYD direct service delivery activities and anticipated timeline for the transition of local partners to prime awards, independent of the ICYD Activity, but with collaboration and implementation coordination expectations)*. Building the administrative and technical capacity of local service partners is critical to the long-term success of a sustainable social protection system in Uganda. Therefore, the Mission shall work closely with the ICYD Activity contractor in identifying capacity gaps and applying resources to support these organizations to independently operate and lead their own consortiums. For these local firms, the ICYD Activity contractor must be the lead service provider for organizational development and technical/service delivery capacity building. The ICYD activity contractor shall work closely with other financial and administrative capacity building partners[6] to support local members within the ICYD Activity implementing partner consortium to succeed as independent award holders after transition.

For the Southwest and East Central zone that shall already be administered by a local partner, the ICYD activity contractor shall provide ongoing technical assistance so that the entire PEPFAR/OVC portfolio is able to aggregate results, adapt to new findings, and ensure quality services are delivered.

<u>Expected results:</u>

- Reduced economic vulnerability of OVC households
- Increased percentage of HIV-positive OVC beneficiaries with suppressed viral load
- Targeted number of OVC households in ICYD service delivery zones that graduate according to PEPFAR criteria and maintain their reduced vulnerability status

[6] Financial and administrative capacity building includes Organizational Capacity Assessments (OCA), financial and HR system development, readiness for passing the Non-U.S. Organization Pre-award Survey (NUPAS), and ability to comply with USAID regulations.

- Up to four (4) local OVC service delivery partners satisfy technical capacity requirements for direct USAID awards

C.5.2.4 Task 4: Provide technical assistance and coordination to OVC service providers in service delivery districts.

At the start of the Activity, the contractor shall be responsible for OVC service provision in four of the six geographic zones illustrated in Figure A3 (Annex A); the Southwest and East Central zones shall be covered under separate award(s). For the remaining four zones, after two years of capacity building support, ICYD must transition members of its consortium to independent awards that shall take over the direct responsibility of OVC service provision. After transition, in years three to five of this Contract, ICYD shall continue to provide technical coordination support across the OVC activities (across all six zones). This coordination shall ensure a harmonized approach, technical excellence and alignment with the GOU and USAID OVC strategy.

Throughout the entire period of performance, the ICYD activity contractor must maintain a close relationship with all USAID/Uganda's OVC service delivery implementing partners in all service delivery zones. This means that in Year One, ICYD shall have a large OVC service delivery responsibility; however, by Year Five, the nature of this role must have changed to technical assistance, coordination, and quality monitoring across all PEPFAR/OVC service delivery partners. See Annex B for timeline considerations.

The various interventions of all OVC service providers need to be based on current evidence and be responsive to changes in the HIV epidemic. Robust linkages and coordination between community programs and clinical services for HIV-infected and HIV-affected children must be guaranteed according to existing or future PEPFAR guidance. Supporting all USAID/Uganda's OVC implementing partners to use a case management system aligned to the national OVC MIS is critical.

Over the whole period of performance, the activity must assist local partners in performance monitoring and reporting in line with the PEPFAR Monitoring, Evaluation, and Reporting (MER) Guidance, national reporting requirements and PEPFAR/Uganda custom indicators. Implementation of the ICYD Activity shall be characterized by data-driven learning and adaptation, the continuous identification, diagnosis and successful resolution of implementation challenges, and an overall upward trajectory on all performance indicators over time. Continuous learning, adaptation and quality improvement should apply to all technical areas and be systematized for efficient adoption of effective practices.

During the life of the Activity, all USG funded PEPFAR/OVC service provision must be

transitioned to USAID from the two other Uganda PEPFAR/OVC implementing agencies: CDC and DOD. The ICYD Activity contractor must ensure that the transition of beneficiaries between partners or sub-partners is well managed so that cases are either completed with graduation or taken up by the incoming partner. The ICYD Activity contractor shall be responsible for facilitating this transition of beneficiaries as non-USAID PEPFAR implementing partners and mechanisms end and their districts transition to USAID implementing partners, in some cases to the ICYD Activity.

Expected Results:

- Local service delivery partners meet annual PEPFAR/OVC targets through implementation of data-driven, continuous quality improvement practices
- Each PEPFAR/OVC service delivery district maintains a functional and effective referral network for critical clinical and violence reduction services
- Targeted number of active beneficiaries from closing CDC and DOD mechanisms who transition to USAID mechanisms on schedule and with updated case files and case management plans

C.5.2.5 Task 5: Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.

ICYD activities must build on the Mission's work with MGLSD and MOES to mainstream and institutionalize effective program approaches. This shall include support for:

- Institutionalizing comprehensive case management tools;
- Introducing refinements to better address critical child protection cases;
- Improving workforce preparation and orientation for teacher trainees and social workers through the mainstreaming, institutionalization, and/or development and implementation of curriculum at the tertiary level (including pre-service early-grade reading and professional training for social workers in partnership with identified relevant tertiary institutions in the respective sub-sectors);
- Facilitating private sector engagement in sustaining quality education and OVC services access.

The ICYD Activity contractor must include approaches that support the MGLSD in formalizing the social welfare workforce in a sustainable fashion so that they are equipped to respond to child-related violence cases and link vulnerable families to critical services. ICYD and the network of USAID OVC partners must work with District Welfare Officers and other child protection service providers to socialize case management and to ensure abuse is identified and all necessary actions are initiated and followed to completion. Technical assistance shall be directed at the national and sub-national levels to accomplish this.

The ICYD Activity contractor must strengthen existing child protection and social services systems and support the transfer of these systems to local institutions. Examples include the national case management framework and the national OVC MIS. Priority needs to be placed on critical aspects of USAID's work that must be transferred to local institutions for the child protection system's long-term sustainability.

The ICYD Activity contractor shall develop and implement partnership and institutional strengthening arrangements with other U.S.-based higher education institutions that support MOES to institutionalize early grade reading instructional processes at the pre-service teacher training level. The ICYD Activity contractor must work with MOES, Primary Teacher Colleges, and Kyambogo University to formalize the EGR addendum.[7]. The addendum was developed under USAID's current basic education programming, as part of the pre-service curriculum for the initial training of primary school teachers.

Annex E provides a list of curricula that has mutual USAID and GOU support in the child protection and education sectors.

For additional education system strengthening support, The ICYD Activity contractor shall work collaboratively with the DFID Strengthened Education Systems for Improved Learning (SESIL) activity to avoid duplication of effort.

The ICYD Activity contractor must engage the private sector and help USAID facilitate other investor and donor involvement in relieving the disproportionate dependence on U.S. government funds for the child protection and education sectors.

<u>Expected Results:</u>

- Early grade reading addendum formalized and mainstreamed as part of the core curriculum for the initial training and certification of primary school teachers;
- Increased percentage of Primary Teacher College trainees who achieve the required competency level in the early-grade reading module of the pre-service teacher training curriculum;
- Increased percentage of social and para-social workers obtaining standardized qualifications;
- Increased number of social and para-social workers supported by GOU and private sector partners

[7] Kyambogo University is the lead institution supporting the formal teacher training curriculum and certification process at teacher training colleges. Early-grade reading instructional practices are currently an addendum to the primary teacher trainee curriculum. Formalization means this addendum will become a required piece of the curriculum for primary teacher certification.

C.6 BOOSTING RESULTS THROUGH EMERGING SUB-NATIONAL OPPORTUNITIES

USAID recognizes that development challenges and opportunities for effective program implementation may not be uniform across the proposed ICYD implementation zones. Different localities in the implementation zones may have a different set of opportunities available to reduce vulnerability to HIV, violence, and abuse; strengthen household economic outcomes; retain children in school longer; and foster greater learning outcomes for children and youth. Likewise, other localities may be faced with other specific development challenges that may require different and innovative technical and implementation approaches.

In the design of ICYD interventions, the Contractor must have a technical framework in place that is able to detect these opportunities and/or challenges peculiar to specific localities and maintain the flexibility necessary to pivot toward these opportunities where and when they exist, re-direct resources or change implementation approaches, as necessary. For example, communities experiencing high levels of gender-based violence may attract more intensive prevention and response programming; areas expecting increased private sector investment or activity may benefit from workforce readiness or workforce development support for youth; and alternative or second-chance education may be needed where large out-of-school populations are present.

The Contractor may execute small grants under the Grants-under-Contract authority (referenced in C. 13) and/or use other ICYD resources to support existing civil society networks, engage non-traditional partners, private sector entities and/or other local expertise to address ICYD-related development outcomes in specific localities. This shall help expand development impact by broadening the partnership base and integrating innovative solutions toward achievement of shared development objectives.

C.7 KEY PERSONNEL

The Contractor must furnish five (5) Key Personnel for the technical and operational management of the ICYD contract. All Key Personnel must be fully dedicated to the contract (100% LOE).

Key Personnel must have demonstrated relevant knowledge, experience and skills for their proposed areas of responsibility. The scope of the ICYD Activity incorporates a broad range of technical interventions and reporting requirements, including early grade reading, development of social and emotional skills, SR/GBV prevention and management, child protection, OVC service delivery, reduction and management of vulnerabilities of identified households and vulnerable youth, local partner capacity development, including robust financial management systems, high frequency reporting on both PEPFAR and Basic Education programs, utilization of

CLA products in adaptive management, etc. The team of Key Personnel, collectively, must have the breadth and depth of operational and technical expertise and experience implementing similar scope of technical and management complexity of interventions in a similar operating context as envisaged under the ICYD Activity. The Key Personnel team must also have demonstrated ability to interact with national, district, and community authorities, the USG and other donors, as well as USG and other donor implementing partners.

The Key Personnel that the Contractor shall furnish for the performance of the contract are as follows:

1. Chief of Party
2. Senior Technical Advisor
3. Institutional Development Advisor
4. TBD (Offerors to propose)
5. TBD (Offerors to propose)

An overview of the roles/responsibilities for the Chief of Party, the Senior Technical Advisor and Institutional Development Advisor positions and associated minimum requirements for the respective positions have been established in Section F.8.

C.8 GEOGRAPHIC TARGET AREA

The ICYD Activity contractor shall build from current investments implemented throughout Uganda. Annex A provides details on the current geographic coverage of U.S. Government education and OVC assistance.

- Figure A1 illustrates current USAID PEPFAR/OVC coverage.
- Figure A2 illustrates all PEPFAR/OVC implementation areas across all Agencies, with all implementation transitioning to USAID over the performance period for ICYD.
- Figure A3 illustrates the six OVC Service Delivery Zones that correspond to PEPFAR clinical regions.
- Figure A4 shows the breakdown of current EGR coverage across Uganda.
- Figure A5 shows the current SRGBV coverage in Uganda.
- Figure A6 shows the combined EGR, SRGBV, and PEPFAR/OVC coverage areas.

The ICYD Activity must, at a minimum:

- Apply their proposed EGR support in the areas of overlap between current implementation of USAID basic education programs (SHRP and LARA districts) and delivery of PEPFAR/OVC services (see Figure A6).
- Deliver PEPFAR/OVC services in the OVC districts in the Capital, West-Central,

Northwest, and Northeast zones, phasing in districts currently covered by CDC and DOD (see Figures A2 and A3).

- Provide technical assistance to local partners delivering PEPFAR/OVC services in the OVC districts in the East-Central and Southwest zones (see Figures A2 and A3).
- Expand support for the Journeys curriculum to cover all OVC implementation districts in all zones (see Figures A2 and A5).

Annex B *Table B1 (attached)* provides specific minimum treatment expectations for Offeror consideration when developing service delivery aspects of their proposal. Offerors are encouraged to weigh the potential benefits and costs of additional service delivery and technical assistance programming in their proposal, as long as the minimum parameters are met.

C.9 LOCAL PARTNER(S) ENGAGEMENT AND TRANSITION

In April 2018, OGAC issued guidance for all countries receiving PEPFAR funds to transition HIV program implementation to local partners. The guidance states that the "move to local partners is critical and must be at 25% by the end of Fiscal Year (FY) 2018, 40% at the end of FY 2019, and 70% by the end of FY 2020"[8]. In June 2018, USAID also launched its *Acting on the Call 2018 report: Journey to Self-Reliance* outlining its vision for country partners to plan, finance and implement solutions to their own development challenges. The ICYD Activity must contribute to these efforts by intentionally preparing local partners within its consortium to gradually take over prime service delivery responsibilities. Annex B Table B1 provides geographic and temporal requirements for this transition; most critically, the transition of OVC service delivery to local partners by year and district.

For the purposes of this award, *"local partner/entity"* is defined as follows*:*

(1) an individual must be a citizen or lawfully admitted permanent resident of and have his/her principal place of business in the country served by the PEPFAR program with which the individual is or may become involved, and a sole proprietorship must be owned by such an individual; or

(2) an entity (e.g., a corporation or partnership):

> (1) an individual must be a citizen or lawfully admitted permanent resident of and have his/her principal place of business in the country served by the PEPFAR program with which the individual is or may become involved, and a sole proprietorship must be owned by such an individual; or
>
> (2) an entity (e.g., a corporation or partnership):

[8] Ambassador Deborah Birx's Country Operational Plan (COP) 2018 approval meeting presentation, April 2018

a) must be incorporated or legally organized under the laws of, and have its principal place of business in the country served by the PEPFAR program with which the entity is or may become involved;

OR

b) must exist in the region where funded PEPFAR programs are implemented

AND

c) must be at 75% for FY 2019 beneficially owned by individuals who are citizens or lawfully admitted permanent residents of that same country,

OR

d) at least 75% for FY 2019 of the entity's staff (senior, mid-level, support) must be citizens or lawfully admitted permanent residents of that same country, per subparagraph

AND

e) where an entity has a Board of Directors, at least 51% of the members of the Board must also be citizens or lawfully admitted permanent residents of such country; or

(3) Partner government ministries (e.g., Ministry of Health), sub-units of government ministries, and parastatal organizations in the country served by the PEPFAR program are considered local partners. A parastatal organization is defined as a fully or partially government-owned or government-funded organization. Such enterprises may function through a board of directors, similar to private corporations. However, ultimate control over the organization rests with the government.

(4) Regional private sector entities that meet the above definition with the substitution of country for region.

Note: To be considered a local organization/firm, the organization/firm must submit supporting documentation demonstrating their organization meets at least one of the three criteria listed above.

The contractor should utilize the USAID/Uganda Non-U.S Organization Pre-award Survey (NUPAS) tool to determine what areas must be considered for local entities' capacity building. In the event that the Contractor's sub-award with the local entity includes multiple funding streams, the contractor may continue its sub-award with non-PEPFAR funding streams, in accordance with Section C as well as the contract terms and the Limitation of Funds clause (52.232-22).

USAID/Uganda continues its substantive efforts to strengthen local capacity in civil society, government, and the private sector to design, implement and monitor programs for improved outcomes for all Ugandans. Strengthening the overall technical, managerial, financial, contract management, and institutional capacity of Ugandan local entities is already a priority within the ICYD Activity's core mandate of enhancing the quality of targeted services in child development, basic education and youth development. From the inception of the ICYD Activity, the contractor shall develop the institutional strength and technical capacity of its existing local sub-awardees for sustainable programming. The contractor must identify at least four (4) local sub-awardees under this contract that have a high potential to become direct funding recipients with USAID.

This capacity building and strengthening of current or new local entities/partners is anticipated to be achieved by the end of Year 2 of the ICYD Activity contract.

C.10 JOINT WORK PLANNING

Upon award, the Contractor must develop the ICYD Year One Work Plan through a multi-stakeholder work planning workshop. The contractor shall be responsible to coordinate and host this workshop, in consultation with the COR.

By involving a variety of stakeholders, including local organizations, local experts, the private sector, other USAID implementing partners, host country government officials, and other international donors during the process, joint work planning can greatly enhance opportunities for increasing local ownership of USAID programming. In addition, joint work planning with relevant stakeholders can also lower the programmatic risk that USAID/Uganda shall not achieve the intended results. USAID/Uganda envisages an open, creative and iterative process with the Contractor, external experts and implementers, to:

1. Build a strong analysis rooted in multiple, diverse perspectives and forms of expertise;
2. Promote multiple viewpoints that shall help to identify parameters, prioritize focus areas, or identify opportunities for system collaboration;
3. Solicit feedback, validation, and buy-in of multiple stakeholders;
4. Better understand local needs and constraints and encourage local communities to engage and act; and,
5. Approach development through a more inclusive, collaborative, creative and open process.

C.11 COLLABORATING, LEARNING, AND ADAPTING (CLA)

USAID has defined CLA as a guiding framework for its work throughout the Program Cycle[9]. The Contractor must ensure that CLA and developmental evaluation underpins all activities and management. This shall ensure that the Contractor engages stakeholders meaningfully in generating and analyzing learning; the Contractor looks critically at what has been learned and how to build on strengths; interventions and approaches that do not work are adapted or eliminated; and project implementation adapts and adjusts to capitalize on opportunities and innovations.

C.11.1 CLA AT USAID/UGANDA

Development programming and implementation presents many opportunities to collaborate and engage with a broad set of stakeholders, to learn from both evidence and experience and to adapt iteratively to unexpected results or changes in context. Therefore, USAID places "Collaborating, Learning and Adapting" at the center of its Program Cycle, both as a connector between and an integrated part of the components.

C.11.2 COLLABORATING

Collaboration enables cross-sector integration, convergence, and effective interventions to maximize development resources and enhance development results. The Contractor must collaborate with USAID-supported activities in common areas of operation and engage with stakeholders (defined collaboratively with USAID Contracting Officer's Representative - COR) to deliver integrated services to targeted populations.

Prominent examples of required collaboration include:

Non-Suppressed Children: Coordination with clinical partners (e.g., Regional Health Integration to Enhance Services activities for USAID and similar counterparts in CDC health regions) to identify HIV+ children who are not virally suppressed, deliver a package of interventions to address socioeconomic drivers of viral suppression, and track viral load status to monitor progress towards suppression and eventual case closure.

At-Risk AGYW: Joint planning and collective action among different USG partners working in schools, communities, and clinics to deliver a predefined primary package, alongside relevant secondary interventions, to reduce new HIV infections and experiences of violence among adolescent girls and young women.

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[9] See USAID's Program Cycle guidance for more information about CLA. The following link provides further information *(attached)* https://www.usaid.gov/sites/default/files/documents/1870/201.pdf

Local System Strengthening: Leveraging the broader efforts led by USAID/Uganda's Democracy, Rights, and Governance (DRG) partners to improve public accountability, domestic resource mobilization, and civil society strengthening.

Livelihoods and Employment: Connecting economic strengthening/employability approaches for vulnerable households/youth with economic and employment opportunities supported by USAID/Uganda's Economic Growth (EG) partners, such as the Integrated Community, Agriculture, and Nutrition (ICAN) activity and the Integrated Agriculture Markets (IAM) activity.

C.11.3 LEARNING

Learning is intentional, systematic and resourced. Sources for learning include data from monitoring, portfolio reviews, findings of research, evaluations, analyses conducted by USAID or third parties, knowledge gained from experience, stocktaking exercises, and other sources. Relevant documents produced by USAID shall be shared with the Contractor by the COR for consideration in the learning phase of CLA.

These sources must be used to develop and implement plans, manage adaptively, and contribute to the USAID/Uganda knowledge base in order to improve development outcomes. A collaborating, learning, and adapting focus helps to ensure that programming is coordinated, grounded in evidence, and adjusted as necessary to remain relevant and effective throughout implementation.

Knowledge generated by learning must be applied throughout programming to implementation approaches, processes, and stakeholder engagement. Knowledge generated by learning should also be disseminated to activity stakeholders, partners, and collaborators in an appropriate forum and format so that it may be translated into decisions and actions that enhance the success of approaches and interventions designed to achieve common intermediate results.

The Contractor shall share information and knowledge generated by monitoring data, portfolio review results, research findings, evaluations, analyses, and experiences with other USAID implementing partners. The Contractor must apply actionable information and knowledge gained from collaborating partners to activity implementation in order to improve results.

USAID Implementing Partners and/or Support Contractors, and subsets of the fore-mentioned universe, shall convene on a periodic basis to reflect on actions taken, exchange analyses, and propose decisions that affect implementation.

C.11.4 ADAPTING

The Contractor must demonstrate adaptability that is informed by knowledge gained through learning and recognize behaviors and incentives necessary to create change. Knowledge gained through learning shall influence decision making, resource allocation, and adaptation to contextual shifts.

Proposal of new knowledge to implementation decisions must be reflected in the Annual Work Plan, and the Contractors' Activity Monitoring, Evaluation and Learning Plan (AMELP). Decisions to adapt Work Plans or AMELPs may be based on, but not limited to the following:

- Extraneous changes in the operating environment (i.e. emergency or natural disaster; national policy changes);
- Evolving global and local PEPFAR guidance;
- Financial and human resource constraints;
- Evidence that signals targets are unmet; and,
- Emerging evidence that interventions are not working or could work better if adapted.

Any changes to the scope of the Contract must be approved by the Cognizant Contracting Officer in a modification to the contract. Changes in technical approach may be approved by the COR by way of the COR's authority to provide technical direction and approve Semi-Annual and Annual Work Plans.

C. 12 SUSTAINABILITY

The long-term goal of USAID/Uganda is that its interventions reach a level of success in which Agency support is no longer required in Uganda. This shall require a joint effort to strengthen those alliances, initiatives and processes that support and move the country towards longer term aspirations represented in the **25-year goal** of the Result Framework: "Ugandan-Led Inclusive and Sustainable Development".

As such, the 5-year goal for the 2016-2021 CDCS, "Uganda's Systems Are Accelerating Inclusive Education, Health and Economic Outcomes," is only the first building block required to achieve the 25-year goal but is not sufficient on its own. It is based on the **development hypothesis** that **if** *communities' and household resilience in select areas and target populations is increased, and demographic drivers are affected to contribute to a long term trend shift – including a positive demographic dividend, and key country systems are more accountable and responsive to Uganda's development needs* —**then** Uganda's systems shall accelerate inclusive education, health and economic development.

Interventions that improve delivering of basic education, child protection and social development

services inherently require stakeholders and institutions to act over long timeframes that may extend beyond the life of this activity. Therefore, this activity shall have to plan for and ensure the sustainability of its interventions from start-up. Consequently, ICYD is expected to conduct a sustainability analysis in its first year to inform design and implementation. A robust stakeholder plan shall be developed as an outcome of the analysis with an accompanying communications plan to be implemented and reviewed annually throughout the activity.

C.13 ENVIRONMENT AND CLIMATE CHANGE

USAID Uganda requires a climate risk assessment to be conducted for all new projects and activities across all USAID funded sectors. The purpose is to ensure effectiveness and sustainability of project and activity objectives in the face of extreme weather and climate events. Accordingly, a climate risk analysis was conducted for design of the ICYD Activity. The analysis established whereas climate risk was *low* for a number of activities, there were, nonetheless, *moderate* risks associated with other activities. Pursuant to 22 CFR 216, USAID has recommended a ***Negative Determination with Conditions*** for ICYD interventions that have a potential for negative impacts on the environment if no mitigation measures are implemented. These include economic strengthening interventions that enable families to meet school-related expenses, e.g. agricultural production, and promotion of activities that will lead to generation of medical waste - testing for HIV, among others.

USAID Uganda recognizes the *moderate* potential for risk and the Contractor, in the management and implementation of the contract, shall comply with the Environmental Management requirements outlined in Section H.19.

C.14 GRANTS UNDER CONTRACT

USAID Uganda strongly supports local sustainability and innovations that must contribute to expected results of this award while providing more flexibility and building local ownership, as such, the activity includes Grants-under-Contracts (GUC) authority. This authority shall engage local non-governmental organizations (non-profits and for-profits), including Community Based Organizations (CBOs), Civil Society Organizations (CSOs), and Faith Based Organizations (FBOs), as well as key education sector and OVC civil society organizations not ready to manage large awards, to support achievement of expected results while also building the institutional capacity of local organizations and planning for sustainability. The Contractor must institute due diligence requirements regarding engagement with private sector entities.

The Contractor shall provide up to $2,500,000 (not including management and administrative costs to oversee the grants) in small grants to local organizations, designed to contribute to the achievement of key ICYD program results. A proportion of these grants may involve the private sector as seed grants to extend the reach of ICYD activities. See Section H.6 on page 76 for

more details.

C.15 OTHER CONSIDERATIONS

The following considerations shall be reflected in the interventions undertaken to achieve the objectives described in C.3 above.

Building on Lessons Learned: Based on experience with previous USAID/Uganda support contracts, flexibility and rapid response shall be crucial to the Contractor's success in meeting the requirements of the ICYD Contract. Close proximity of Contractor Headquarter offices to USAID's offices has been another key element of past support contract success.

Collaboration: The ICYD Contractor shall be expected to collaborate in areas in which there are no conflicts of interest. Illustratively, (i) contractors working in a region shall be expected to share lessons learned and, from time to time, at USAID's request, harmonize protocols; and, (ii) contractors in a region may be requested to brief contractors in another region. The ICYD Contractor shall also be expected to collaborate with the suite of other contracts providing direct services to USAID/Uganda to strengthen the quality of the Mission's performance in delivering/facilitating development results. These activities are described below.

1. USAID RHITES Activities: The Regional Health Integration to Enhance Services (RHITES) activities support the design and implementation of a comprehensive, integrated investment in regional health, HIV/AIDS, and nutrition assistance. RHITES-Acholi, RHITES-Lango, RHITES-E, and RHITES-EC are focused on an overall goal of increasing utilization of health services, measured through progress in, 1) increased availability of and accessibility to health services; 2) improved quality of health services; 3) increased availability of resources for public sector health services; 4) improved organization and management of service delivery; and, 5) increased adoption of healthy behaviors and positive child development practices by communities in focus areas and target population groups. These programs respond to disease-specific burdens in respective regions and concentrate increased resources on specific interventions in focus districts. These activities provide a significant, measurable, and lasting impact on an estimated four million Ugandans.

2. USAID SITES Activity: USAID's Strategic Information Technical Support (SITES) Activity promotes evidence-based programming to transform Uganda's HIV and health-related data information systems and service delivery. SITES works with national stakeholders (including the Ministry of Health, the Ministry of Local Government, the Ministry of Gender, Labour and Social Development, the Uganda AIDS Commission), and district local governments. Technical expertise and support from SITES to the GOU strengthens the quality and availability of health data and strategic information that reports into the Ugandan national health information and monitoring and evaluation systems. This increases the capacity of the

GOU to manage the performance of the health sector, with a particular emphasis on the national HIV/AIDS response and programming for orphans and vulnerable children. The SITES Activity also supports USAID, DOD, and the U.S. Department of State with PEPFAR interagency planning, project development and reporting processes. This includes monitoring and evaluation services and the systematic application of collaboration, learning and adapting interventions.

3. CDC Global Health - Uganda Activities: CDC Uganda funds partners including the Mildmay Centre of Excellence for the provision of comprehensive HIV/AIDS prevention, care, treatment, and training services; the Makerere University Infectious Diseases Institute (to provide high quality care and treatment to active HIV/AIDS patients), and Makerere University Monitoring and Evaluation Technical Support (METS) program (to achieve reinforced national, district and health facility capabilities in M&E and QI for HIV/AIDS programs); and, The AIDS Support Organization (TASO), to build competencies among HIV/AIDS service providers for improved HIV/AIDS care, support and management. These activities also support TB and malaria programs, maternal and child health services, and vaccination programs, and advance global health security by improving Uganda's ability to prevent, detect, and respond to public health threats.

4. ASAP Contract: The Accelerating Support to Advanced Local Partners (ASAP) contract must rapidly prepare local organizations to serve as prime partners for PEPFAR programming in COP19 and COP20. Technical Assistance to be provided includes conducting Organizational Capacity Assessments (OCA), financial and HR system development, NUPAS preparation, and compliance with USAID regulations and PEPFAR reporting requirements.

Cost Effectiveness: Uganda hosts a capable pool of Ugandan and expatriate professionals, reliance upon whom shall increase cost-effectiveness and deepen the contextual relevance of Contractor support. Internships for Ugandan youth, as researchers and policy and program advisors, are also encouraged, not only for cost-effectiveness and contextual relevance, but as a youth-friendly model that builds experience. It is expected that the Contractor shall consistently seek cost-effective solutions to achieving Contract results. Also embedded into the ICYD activity approach is a focus on local partner transition.

Gender: The quality of child wellbeing is affected by poor child feeding norms, violence, and weak social protection systems. Despite gender parity in primary school enrollment, gender issues such as child marriage and GBV in schools affects learning, completion and transition rates for girls. Among the youth, unemployment, and weak social capital affect life prospects. For female youth, unpaid domestic work undermines economic progress. When compared to boys and men, it is globally recognized that gender discrimination and inequitable gender norms are more likely to limit girls' and women's ability to access services, rights, and opportunities. However, despite the privileged position that gender norms assign males, some norms also create

vulnerabilities and negative outcomes for boys and men. The Offeror should develop approaches that must support evidence-based behavior change approaches for diffusing positive norms among communities and youth, support interventions to prevent GBV in schools and communities, approaches for engaging men and boys and, strengthen social capital for youth (Annex F provides recommended illustrative activities for consideration by Offerors). The Contractor shall track, analyze and report on results indicators in gender-aggregated ways in instances in which the Contractor and USAID determine respective indicators are appropriate for gender disaggregation in order to measure the Mission's performance in gender equality and female empowerment.

Equity, Safety, and Empowerment: The three guiding principles of equity, safety, and empowerment serve as the foundation for USAID's work to integrate gender in education programs. USAID has developed a series of How-To-Notes[10] that include integration of both gender and disability throughout the USAID Program Cycle and emphasizes these three key principles. The Contractor must incorporate approaches and actions to advance gender equality and female empowerment, including integration of gender and equity lenses to promote full understanding of challenges and potential solutions related to policy implementation. In particular, the Contractor must ensure interventions address differences in constraints faced by girls, boys, and young women to access quality education and training opportunities. Of particular concern are the effects of traditional views about gender roles and gender-based violence at home and in school.

Innovation: USAID/Uganda has a long tradition of innovation leadership within USAID worldwide and the Contractor is expected to be proactive in reinforcing USAID/Uganda's drive toward innovation. ICYD s support when appropriate: (i) the development, testing and roll-out of technology proposals to USAID operations, such as digital monitoring and management information systems and tools to provide counterpart agencies with alternative scenarios; (ii) cutting edge analytical tools, such as visualization and GIS mapping tools (including interactive tools); computer modeling; machine learning for predictive analysis; and other computational tools; and, (iii) "softer" innovation, such as creative ideas for facilitating people-to-people collaboration and "marketing" learning to promote scale-up of successful adaptation.

Local Capacity: The CDCS Goal is to work toward "Uganda's systems are accelerating inclusive education, health and economic outcomes." Prospects for achieving the goal and sustaining the outcomes would benefit Uganda substantially if the quality of targeted services in child development, basic education and youth development are substantially accelerated and a culture of accountability were to take hold in Uganda. Contract services must be provided in a manner that builds local commitment to and capacity for accountability and fiduciary responsibility. ICYD must attend to this as part of its interventions under Task 5 of the SOW.

[10] https://www.edu-links.org/resources/how-note-disability-inclusive-education

Youth and other Vulnerable Groups: USAID's June 2011 "Policy on Diversity in the Workforce, Equal Employment Opportunity, and Non-Discrimination," included as attachment J.2, commits USAID to practicing equal opportunity in all employment practices, regardless of race, color, religion, sex, national origin, age, sexual orientation, disability, marital status, parental status, or political affiliation. The links below further describe USAID's commitments to promoting inclusion in its programs.

- Child Safeguarding: https://www.google.com/url?q=http://www.usaid.gov/sites/default/files/documents/1864/200mbt.pdf

- Youth: https://www.usaid.gov/sites/default/files/documents/1870/Youth_in_Development_Policy_0.pdf

- Persons with Disability: https://www.usaid.gov/what-we-do/democracy-human-rights-and-governance/protecting-human-rights/disability

- Gay, Lesbian, Bisexual and Transgender Individuals: https://www.usaid.gov/sites/default/files/documents/1874/LGBT%20Vision.pdf

- USAID Policy on Diversity in the Workforce, Equal Employment Opportunity, and Non-Discrimination: *Attachment J.2*.

It is incumbent upon USAID and the Contractor to not only adhere to Agency policy but also to model, in internal operations and external communications, the inclusion USAID promotes through its programs. Accordingly, the Contractor must: (i) incorporate the principles of social inclusion in all aspects of its internal operations; (ii) support USAID in addressing recommendations described in the "Gender, Youth and Social Inclusion Analysis" to be completed by USAID/Uganda's Organizational Development Contractor; and, (iii) develop, track, analyze and report on results indicators in ways that capture inclusionary practices in instances in which the Contractor and USAID determines it is appropriate to do so. The Contractor shall, in addition, make special efforts to reach out to youth and other vulnerable groups in internships and addressing employment needs. There may be opportunities, for instance, to employ large numbers of youth as enumerators; or collaborate with universities to establish a development internship program that could support the Contractor.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements must be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original will be retained by the Contractor.

D.2 BRANDING AND MARKING POLICY

Branding Strategy Implementation and Markings under this contract must comply with the "USAID Graphics Standards Manual" available at http://www.usaid.gov/branding or any successor branding policy, as detailed in ADS Chapter 320.

D.3 BRANDING STRATEGY

In accordance with ADS 320 Branding and Marking, and USAID's overall policy, all assistance delivered through this program must be clearly credited to the American People. This Branding Strategy (BS) outlines the framework in which materials and communications use to promote the program deliver the message that the assistance is from the American People, as well as to ensure appropriate use of the USAID identity markings. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1, is as follows:

Program Name:	USAID's Integrated Child and Youth Development (ICYD) Activity
Positioning:	The branding must incorporate the message: The assistance is "from the American people jointly sponsored by USAID and the Government of Uganda."
Level of Visibility:	USAID identity must be prominently displayed in: commodities or equipment; audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required performance objectives or outputs will take place at:

USAID/Uganda
US Mission Compound South Wing
Plot 1577 Ggaba Road
Kampala, Uganda

Or at any other location where the services are performed and reports and performance objectives or outputs are produced or submitted. The Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required performance objectives or outputs.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE 1	APR 1984
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is comprised of a base period of two years and three, one-year option periods.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be in Uganda.

F.4 DELIVERABLES AND REQUIRED REPORTING

In addition to the requirements set forth for submission of reports in Sections I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the contractor must submit the following plans, reports and deliverables electronically to USAID as further described below. Unless otherwise noted below, narrative reports must be submitted in Microsoft Word or PDF and budgets in Excel.

The Contractor must deliver the following reports and deliverables for the approval of the Contracting Officer’s Representative (COR). Unless otherwise specified, the Contractor will allow at least 10 business days for review and comments from the COR on any draft report submission.

All reports and deliverables are subject to written approval by the COR, except for the Grants Manual, Demobilization Plan and the Property Disposition Plan, which are subject to the written approval of the Contracting Officer (CO).

The contractor must promptly notify the COR, of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract. The COR and the contractor will develop a standard format for submission of all deliverables and reports within the first 30 days of contract award. The final format of all deliverables and reports must be agreed upon in consultation with the COR.

All reports and deliverables must be submitted in English language, unless otherwise requested. Other reports/deliverables may be required during the course of the award. These reports/deliverables will be within the scope of the contract, and the due dates for these will be agreed to between the Contractor and the COR, as needed.

Note: USAID's fiscal year starts on October 1 and ends on September 30. The fiscal quarterly periods start on October 1, January 1, April 1 and July 1.

PROJECT DELIVERABLES

The Contractor shall produce and provide the deliverables specified below in accordance with the schedule of delivery. Changes in due dates can be approved, in advance, by the CO via a letter. The following is an illustrative list of technical deliverables.

Deliverable		**Delivery Date**
1.	Institutional Capacity assessments and plan Institutional capacity assessments of at least 4 local organizations and action plan for strengthening institutional capacity of local organizations, including a monitoring plan for measuring increase in capacity according to specific indicators identified ● Sub-awards in place Sub-awards in place for selected local organizations issued in accordance with procedures outlined in the subcontracting plan ● Capacity building reports for each sub-award, the contractor will produce a report detailing the capacity building measures put in place, along with report against capacity building indicators adopted.	Within 120 calendar days following award, the Contractor must submit the assessment and plan

Deliverable		Delivery Date
	<u>Local Partner Institutional Development Reports (LPIDR)</u> The Contractor shall submit brief semi-annual reports on the processes, progress and potential of OVC service delivery local partners in the ICYD activity core regions to meet institutional development milestones towards NUPAS requirements. These reports must address the local partners' technical, administrative and financial management processes and capacity, must specifically highlight challenges and/or other institutional factors that may likely impact successful NUPAS determination and indicate plans/actions proposed to address the identified challenges.	The Contractor shall submit a LPIDR on April 15 and October 15
2.	**Annual Work Plans (AWP) -** The AWP details how the Contractor must use this time effectively to achieve the contract's objectives. The Work Plan serves as a detailed guide to project implementation and, once approved, represents an agreement as to the nature and timing of discrete tasks and interventions. Discrete tasks include capacity building events, workshops and seminars, outreach events, and information dissemination activities such as publications and reports. It is essential that the document be concise so as to ensure that it will be a simple reference tool for the contractor to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance through the Work Plan year and to ensure that the project's objectives are accomplished on time, on budget, and in accordance with the Contract. Each AWP will form the basis for an annual management review conducted by USAID and project staff to assess project directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate. The AWP must identify a logical sequence of steps to be undertaken to implement each project component and must include an associated timetable. The Contractor may not include activities in the AWP that fall outside the parameters of the statement of work. The AWP must describe how the	Within 60 calendar days following award, the Contractor must submit the first AWP. USAID will provide written comments to the Contractor within 15 days. The Contractor shall revise and submit the revised AWP no later than 15 days after receipt of comments. If acceptable, the USAID COR will provide written approval of the final AWP to the Contractor. Failure to have an approved Work Plan in place may be viewed as a failure to comply with essential terms and conditions of the award. Significant revisions to the approved Work Plan shall require the additional written approval of the COR

Deliverable		**Delivery Date**
	contractor intends to organize the year's work including setting project priorities and how the Contractor shall organize responsibilities amongst Contractor staff to ensure accomplishment of the tasks. The AWP must address how the Contractor shall make effective use of any time during which counterparts are not readily accessible or actively engaged such as holidays. The AWP, at a minimum, must include: ● A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different components and sub-components, on a monthly basis; ● The proposed location of each activity; ● The anticipated outputs and outcomes from each activity conducted; ● The anticipated level of effort required from project technical staff and financial resources required to complete the tasks; ● The identification of any assumptions used in preparing the Work Plan, as well as suggested alternatives if necessary; and ● The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated. ● A short-term technical assistance (STTA) roster that presents an illustrative mix of STTA advisors whom the Contractor anticipates implementing the full range of proposed tasks and interventions, including their roles and technical expertise. The roster must include a brief (no more than one paragraph) statement of qualifications of each proposed STTA. Contractors are encouraged to utilize local professionals where possible, as this contributes to human resource development in Uganda and post-activity sustainability of USAID-funded interventions.	(and may require a revision to the approved Activity Monitoring, Evaluation and Learning Plan). <u>Subsequent AWPs:</u> Subsequent AWPs are due no later than 30 calendar days before the anniversary of the award effective date, to ensure that the new Work Plan will be in place prior to commencement of the new contract year. These Plans will follow the same format as the initial Work Plan and should also include an updated Activity Monitoring, Evaluation and Learning Plan, if appropriate. The subsequent AWPs must include project adjustments reflecting lessons learned from prior year implementation.
3.	Grants Manual **-** The Grants Manual must detail the process for identifying, evaluating, vetting, awarding, and monitoring	A grants manual is to be submitted to the Contracting Officer for

Deliverable		Delivery Date
	of grant activities. The Grants Manual shall be approved by the Contracting Officer. The Grants manual shall be used to administer a small grants program, under a Grants Under Contract mechanism, of up to $2,500,000. The GUC mechanism shall engage local organizations, including new, nontraditional partners and private sector entities, as well as key education sector and OVC civil society organizations not ready to manage large awards to build local ownership and sustainability while supporting achievement of expected results. Local capacity development is a deliberate and critical component of project activities. In particular, the Contractor must provide tailored technical assistance, capacity development, and enabling support to actors to closely collaborate, adapt and achieve project objectives. The Contractor must propose how these grants will be used to achieve expected results and accomplish these goals. USAID retains the ability to terminate the grant activities unilaterally in extraordinary circumstances. All grants must be completed six months prior to the end of the contract and administratively closed by the end of the period of performance of the award. **The Contractor is not authorized to provide funds to the Ugandan Government**.	approval 180 calendar days after award.
4.	**Activity Monitoring, Evaluation and Learning Plan (AMELP) -** The Contractor is required to have an Activity Monitoring, Evaluation and Learning Plan (AMELP) to track and document progress against activity components. The AMELP should cover the entire project life cycle from the award date through the estimated completion date. The AMELP should reflect the award progress over the life of the project and it is considered a critical tool for planning, managing, documenting, and evaluating performance. The AMELP will be reviewed and validated annually and revised if appropriate. The AMELP shall include:	(a) Draft AMELP to be submitted within 90 days of the contract award date (b) Final AMELP to be submitted within 120 calendar days of the contract award date

Deliverable		Delivery Date
	● A project briefer and introduction about the project deliverables/results and explanation of various monitoring and evaluation (M&E) parts of the document; ● A Results Framework (RF) detailing activity intermediate and sub-intermediate results related to the objectives described in the Contract; ● The indicators that shall be used to assess progress towards the project goals and intermediate results; ● Methodology and plan for data collection, review, analysis, reporting and internal control system, and the parties responsible for data collection and analysis. Indicators tracking table that includes all indicators with targets for various fiscal years, sex and age band disaggregation, and baseline data. ● The estimated cost associated with implementing the AMELP; ● The Data Quality Assessment (DQA) plan and procedures; and ● The Evaluation Plan and how the evaluation results will be used to inform Project implementation; and ● A description of how gender and youth considerations will be integrated into project implementation and monitoring and evaluation. ● Performance Indicators Reference Sheet (PIRS). The COR will provide further guidance, as necessary, for completion of the AMELP to ensure that it meets program monitoring and reporting needs in line with the Mission's CDCS as well as reporting needs and requirements under PEPFAR, basic education, higher education and other Agency programs and funding authorities. The Contractor must also consult with relevant IPs and Technical Working Groups in the Ministry of Education and Sports, Ministry of Gender, Labor and Social Development and Ministry of Health in developing the final AMELP. The Contractor must work closely with the Mission Contractor responsible for the collection and analysis of USAID data and submit an AMELP for the life of the contract that derives from the activities outlined in the SOW and	

Deliverable		Delivery Date
	aligned with the USAID/Uganda's Development Objective Results Framework ("Demographic Drivers Affected to Contribute to Long-term Trend Shift Needs") and relevant CDCS logframe indicators. The COR will request any modifications required within ten (10) days of receipt. The Contractor will commence implementation within ten (10) days following receipt of the COR's approval. The AMELP is a living document. The Contractor shall make revisions to it in response to changing conditions and emerging lessons in consultation with the COR.	
5.	**Sustainability Plan and Analysis -** In accordance with USAID's policy on the Journey to Self-Reliance, the Contractor must develop a Sustainability Plan designed to ensure that ICYD interventions and results are sustained beyond USAID funding, effectively transitions to Ugandan-led oversight and mainstreamed into Uganda national development planning and implementation processes. The Sustainability Plan, which should be purposefully and directly aligned with the Contractors' technical approach must outline the key sustainability strategies and activities to be undertaken/accomplished in each year of contract implementation towards achievement of policy objectives of the Journey to Self-Reliance initiative.	First sustainability plan to be submitted within 30 calendar days prior to the contract anniversary date and then subsequently updated as part of the AWP submission.
6.	**Baseline Report -** The Contractor is responsible for conducting a baseline status report on indicators - disaggregated by sex, age band and geography, as agreed with USAID in the activity's AMELP. Based on the baseline report, the Offeror will validate the baseline data and targets described in the AMELP and finalize key performance indicators and targets in consultation with USAID/Uganda. The baseline will also inform the revision of year one work plan and development of subsequent annual work plans and AMELP. There shall be USAID collaboration in writing the baseline's scope of work and monitoring progress of data collection. Please note that some data exists, and this baseline report must expand upon existing data.	Within 180 calendar days after contract award date

Deliverable		Delivery Date
	A Gender, Youth and Social Inclusion Analysis shall be required as part of the baseline report - in accordance with USAID's recognition of the importance of gender issues in development, this contract will address gender issues with regard to women, children and youth. The Contractor must follow the recommendations made in the 2012 USAID/Uganda Gender Assessment as well as the USAID Gender Equality and Female Empowerment Policy of March 2012. The Contractor shall implement approaches for increasing access to quality basic education provision, delivery of critical OVC and child protection services to OVC and their caregivers and for vulnerable youth populations to receive the support and services necessary to lead resilient, healthy and productive lives. This analysis should map out how best to reach these key sub-populations and integrate the findings into work plans and interventions.	
7.	**PEPFAR Indicator Reporting –** PEPFAR requires a large number of indicators to be reported on a quarterly basis (subsets of these indicators are also being reported quarterly through PEPFAR's Data for Accountability, Transparency and Impact (DATIM) system). From time to time, USAID will require contractors to report monthly on high priority early warning PEPFAR indicators critical for monitoring progress towards hard performance targets. In addition, there are significant financial progress and results reporting requirements that occur on a more frequent basis. The current set of indicators is found at http://www.pepfar.gov/reports/guidance/index.htm. Most of these indicators are site level (with a site often being a service delivery point such as a health facility).	Due 15 days after the end of each quarter: Qtr 1 = January 15 Qtr 2 = April 15 Qtr 3 = July 15 Qtr 4 = October 15
8.	**Geographic Information Systems (GIS) and Activity Location Data -** To accompany the Quarterly Performance Report, the Contractor shall submit project and activity location data. Recording a discrete location for project and activity locations is essential in establishing an effective method of managing, analyzing, and communicating project and activity information. The Contractor must work closely with the COR to determine necessary information to collect, which may include: ● Type of activity	Due 30 days after the end of each quarter: Qtr 1 = January 30 Qtr 2 = April 30 Qtr 3 = July 30 Qtr 4 = October 30

Deliverable		Delivery Date
	● Photograph of activity ● Location of activity, Point features (latitude, longitude) ● Location, including name of the village ● District name for activity location ● Facility type (home, school, health facilities, etc.) The Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum. The location and activity specific data shall be recorded and managed by the Contractor. It must be submitted to the COR and GIS Specialist in any of the following formats: .CSV file, MS Excel spreadsheet, MS Access database, or GIS-ready shapefile (.shp)/geodatabase. Utilizing GIS technology, geographic data and analysis is integral to geographically targeting aid investments, monitoring & evaluating overall aid effectiveness, and upholding the Agency's open data and transparency goals. Geospatial analysis is a top priority of the USAID/Uganda to be incorporated into the learning agenda and M&E work to build resilience. In alignment with the US Government commitment to transparency and open data, as well as with USAID Data Policy, geographical data collected and the resulting maps produced as part of this program shall be shared with the affected communities, district local governments, and the general public. All efforts must be made to protect Personally Identifiable Information (PII).	
10.	**Performance Reporting Requirements** <u>a) Weekly Activity Updates:</u> The contractor must prepare a brief weekly update of no more than one page on the key activities and accomplishments of the past week and the week to come. The final format of the updates must be agreed upon in	3 days after the end of each successive week

Deliverable		Delivery Date
	consultation with the COR. These updates are not required to be uploaded to the DEC. b) <u>Quarterly Performance and Financial Reports:</u> The Contractor must submit brief Quarterly Performance Reports and financial allocation summaries to USAID to reflect progress and activities of the preceding quarter. The report must describe the tasks completed in the last quarter relative to what was anticipated by the approved AWP and will assess overall project impact to date relative to respective performance indicator targets. The quarterly reports shall highlight any issues or problems affecting the schedule or impact of services provided by the Contractor. The reports must include financial information on the expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. All data and output reporting will disaggregate data by gender and youth. Quarterly Performance Reports must present progress on all project activities and shall include the following information, at a minimum: Brief outline of project purpose and project approach; ● Overall status of project progress towards project objectives (narrative); ● Status of overall project progress per the approved indicators as defined in the Activity M&E Plan; ● Summary of completed activities and progress towards results under this award during the timeframe of the report; ● List of reports/deliverables completed in the reporting period; ● Explanation of quantifiable outputs of the tasks, if appropriate and applicable; ● Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities; ● Status of budget expenditures and analysis of any cost overruns or high unit costs (the contractor must	Due 30 days after the end of each quarter: Qtr 1 = January 30 Qtr 2 = April 30 Qtr 3 = July 30 Qtr 4 = October 30 The fourth quarterly report due October 30 must be combined with the Annual Performance Report.

Deliverable		Delivery Date
	immediately notify USAID of developments that have a significant impact on award-supported activities); ● Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation; ● List of major activities planned for the next quarter; ● The use of Small and Disadvantaged Business relative to the target identified; ● Any relevant constraints or impediments that have affected or will affect project performance, including any terms and conditions contained in the award; ● Reasons why established targets were not met, if appropriate; ● Projected USAID approvals, waivers or deviation requests anticipated during the next quarter; ● An attachment with a list of Activity M&E indicators from GeoMIS that reflect progress against the indicators; ● As applicable, confirmation that TraiNet reporting requirements are up to date and that relevant activities and data have been entered into Geo-MIS (a list of activities added or updated in Geo-MIS during the quarter should be attached); and ● The status of required audit processes including for sub-awardees, if applicable. <u>Quarterly Financial Reports:</u> These reports must have a financial summary page that lists the amounts expended for the quarter by major cost item, showing cumulative expenditures to date, and a variance analysis. The variance analysis shall use the detailed cost proposal submitted for the contract award, or any revision made for subsequent contract budget revisions (authorized by the CO), as baseline budget plan, and as requested must be able to explain significant actual expenditure variance in relation to the detailed baseline. The contractor shall also include a brief note on any significant or accrued expenditures for the quarter that have yet been billed to the contract, along with the specific amount involved, to enable	

Deliverable		Delivery Date
	the COR to accurately track expenditure rate. This must be shown separately for each funding account (e.g. Basic Education, PEPFAR, and Higher Education) and aggregated to show overall contract performance/reporting. **President's Emergency Plan for AIDS Relief (PEPFAR) Program Expenditures -** Contractors implementing projects funded out of PEPFAR funds must report, at least, quarterly, on program expenditures. In certain circumstances USAID requires more frequent expenditure updates. Specifically, Contractors must use the form PEPFAR Program Expenditures (DS-4213 OMB 1405-0208) as a part of completing the PEPFAR Annual Progress Report at the end of each USG fiscal year (September 30). c) <u>Annual Performance Reports:</u> The Annual Report must cover all of the items included in the quarterly reports, with a focus on project results over the entire fiscal year. The Annual Report shall be used by USAID to assess the status of the project in relation to the time remaining for performance. Each annual report must include an assessment as to whether the objective of the award shall be accomplished within the remaining time and available resources. In addition, the Contractor is to include an assessment as to the effectiveness of the Activity M&E Plan in measuring project impact including: ● The status of evaluation activities; ● The appropriateness of the data collected to measure project impact; ● The identification of unanticipated challenges in the collection of evaluation data; ● The appropriateness of the overall Activity M&E Plan to measure impact and any proposed revisions thereto; ● Practical or political factors that should be considered when analyzing the performance data; and ● The effectiveness of the evaluation activities to inform programing.	The Contractor shall submit Annual Reports in lieu of the fourth (4th) Quarterly Performance Report each year to the COR and the Contracting Officer. The Annual Report must be submitted no later than 30 days after the end of each fiscal year other than the last year of the Contract period of performance, when the Final Report must be submitted.

Deliverable		Delivery Date
	d) Other Ad-hoc Reports: As required from time to time, the contractor must prepare and present data and other information needed for periodic portfolio reviews, for USAID/Uganda Annual Report and Congressional Budget Justifications, scene setters, briefing packages, speeches, talking points, congressional delegation briefings, success stories, press releases, and public information/outreach documents. This information must address activities that highlight the impact of USAID/Uganda activities. The reports shall be on an ad-hoc basis, based on specified formats, USAID-required processes, within the scope of the activity and at the request of the COR. The Contractor must prepare special reports in the event of extraordinary, time-sensitive events that need to be brought to the COR's attention promptly. e) Success Stories and Press Releases: The Contractor shall present success stories to the COR on a continuing basis that highlight the ways the project is succeeding or is benefiting local people. "Success Stories" will be prepared whenever a major achievement or personal testimonial merits documentation and public dissemination. These stories provide information that demonstrates the impact that the project has had through stories and photos. Once implementation is underway, the Contractor shall present at least two success stories in the stipulated formats (from USAID Branding web site) within each six-month period. The COR's prior written approval is required before any dissemination of press releases and uploading any success stories. f) Reports for Short-Term Technical Assistance: Unless otherwise agreed upon in writing by the COR, the Contractor shall submit a brief (no more than 5 pages) technical assistance report to the COR that describes progress and observations made by consultant(s),	10 days after end of each STTA engagement

Deliverable		Delivery Date
	significant issues identified, describe follow-on activities and plans for the Contractor and counterparts, and provide names, titles and contact information for all professional assignment-related contacts.	
11.	**Quarterly VAT Reports -** Pursuant to bilateral agreements with the Government of Uganda (GOU), all imports and expenditures under this contract by the Contractor and by non-local Subcontractors (as defined below) are exempt from Value-Added Tax (VAT) and Customs Duties imposed by the GOU. The GOU does not permit tax exemption at the point of sale. Therefore, Contractor must bill USAID for expenses inclusive of 18% VAT. The Contractor must submit original VAT tax invoices/receipts, original certified summary (using a format provided by USAID) and one copy of all documents to USAID by the 25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25. USAID will seek a VAT refund from the Government of Uganda. The refund shall not be returned to the Contractor. The Contractor is responsible for ensuring that Subcontractors and grantees comply with this requirement. All VAT claims, for the Contractor, Subcontractors and grantees, must be submitted to USAID through the prime Contractor. The USAID point of contact for submission of quarterly VAT information is kampalavatusaid@usaid.gov Office of Financial Management, USAID/Uganda.	Due 25 days after the end of each quarter: Qtr 1 = January 25 Qtr 2 = April 25 Qtr 3 = July 25 Qtr 4 = October 25
12.	**Subcontract Reporting (Large Businesses Only) –** The Contractor's subcontracting plan dated (TBD) is hereby incorporated as a material part of this contract. The	

Deliverable		Delivery Date
	Contractor must comply with the subcontract reporting requirements in FAR 52.219-9. Large business prime contractors must submit periodic reports which show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website. Each semi-annual SSR reflects cumulative task order subcontracting accomplishments from the inception of the contract through the relevant SSR reporting period. The annual Subcontracting Report and final Summary Subcontracting Report (SSR) are available online at http://www.esrs.gov. The work of the small businesses identified in the Subcontracting Plan must be tracked against the prime's proposed goals. The Contractor must submit the Subcontracting Report electronically via the eSRS within the deadlines specified in the table below.	
13.	**Final Report -** The Final Report shall provide a summary description of all work performed under the award and a substantive discussion of results achieved (as measured by performance indicator). The final report must include the final status of each component objective, the status of indicators relative to the established targets, lessons learned, ways to resolve any constraints identified, any opportunities for further refinement, enhancement, logical extension, or expansion of the completed work and how it fits into USAID's strategic objectives and any perceived problems, vulnerabilities, or weaknesses in the assistance provided, with recommendations for addressing the identified weaknesses. The Final Report must also contain an index of all reports and informational products produced under this contract.	A draft Final Report must be provided not less than thirty days prior to the end of the Contract's period of performance. USAID will provide written comments concerning the accuracy and completeness of the report to the Contractor. The Contractor shall revise and submit the amended Final Report no later than 30 days

Deliverable		Delivery Date
	Along with the Final Report, a CD-ROM depository shall be submitted, containing all written documents, reports and presentations. The depository must be organized in a user-friendly and searchable manner.	after receipt of comments.
14.	**Close-Out and Demobilization Plan -** The Demobilization Plan must include, at a minimum, an illustrative Property Disposition Plan for the Contractor, Subcontractors and grantees addressing all requirements under contractual and local law for the transfer of property; a plan for the phase out of in-country operations; a delivery schedule for all reports or other deliverables required under the award; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Contracting Officer. Both the illustrative and final Property Disposition Plans shall include the inventory schedule required by FAR 52.245-5, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Contractor must describe how all required prime and sub-award audits shall be conducted after the demobilization of the contractor. ● Conduct a thorough pipeline analysis to ensure that there are sufficient funds available to finalize activities and complete all requirements; ● Review of subcontract and/or grant files for audit purposes and final billing to USAID/Uganda; ● A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, health insurance, outstanding travel, social payments, household shipments, severance for local staff (if appropriate), vehicle leases/disposition and phone subscriptions; ● Report on compliance with all local labor laws, tax clearances, etc. The Close-Out and Demobilization Plan must be approved in writing by the CO.	Not less than six (6) months prior to the completion of the Contract's period of performance, the Contractor must submit a Close-out and Demobilization Plan.

Deliverable		Delivery Date
15.	Submission of Data Sets to Data Development Library (DDL)	30 days after the dataset is first used, the Contractor shall submit to DDL in accordance with Section H.22 Part 2 (b)

F.5 DELIVERY SCHEDULE FOR REPORTS AND PERFORMANCE OBJECTIVES OR OUTPUTS

All due dates are in calendar days. If the due date falls on a weekend or holiday, the report is due the next business day. References to fiscal year are USAID's fiscal year which begins on October 1 and ends on September 30.

Year One: Performance Objectives or Outputs and Report		
Title	**Due Date**	**Approver**
Branding and Marking Plan	30 days after award	CO and COR
STTA Reports	10 days after end of each STTA engagement	COR
Initial Work Plan/EMMP	60 days after award	COR
AMELP	90 days after award	COR
Sustainability Plan	First sustainability plan to be submitted within 30 calendar days prior to the contract anniversary date and then subsequently updated as part of the AWP submission.	COR
Grants Manual	Draft due 120 days after contract award date. Final due 180 days after award.	CO
Contract Property Management Plan	90 days after award (Reference AIDAR 752.245-71)	COR
PEPFAR Semi-Annual Work/Implementation Plan	Semi Annual due May 1 and final plans due September 30	COR
GIS & Activity Location Data	30 days after the end of the fiscal quarter	COR
QPR	30 days after the end of the fiscal quarter	COR

Submission of Small Business Subcontracting Report (for Large Business only) to eSRS (web based)	30 days after the end of the fiscal quarter	CO and COR
LPIDR	Semi Annual due on March 31 and September 30	COR
PEPFAR Indicator Reporting	Every 30th of the 6th month and contract year end	COR
Quarterly Financial Reports	30 days after the end of the fiscal quarter. Submitted with the QPR.	COR
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25.	COR
Baseline Report which incorporates Gender, Youth & Social Inclusion Analysis	180 days after award	COR
Weekly Progress Updates	Reporting to begin after 6 months from contract award date, thereafter, 3 days after the end of each successive week	COR
Annual Report	Draft due 30 days before the end of the fiscal year Final due 15 days after receipt of USAID comments to the draft	COR
PEPFAR Program Expenditures	September 30	COR
Combating Trafficking in Persons Compliance Certification	30 days after the start of the fiscal year (Reference Section L.1, FAR 52.222-56)	CO
Submission of Data Sets to DDL*	30 days after the Dataset is first used (Reference Section H.22 Part 2 (b))	COR and submit to the DDL
Annual Report of Government Property in Contractor's Custody	Last day of contract Year 1 (Reference AIDAR 752.245-71)	COR
Reporting of Foreign Taxes	April 16 (Reference AIDAR 752.229-71)	COR
Year Two: Performance Objectives and Reports Schedule		
Title	**Due Date**	**Approver**

Weekly Progress Updates	3 days after the end of each successive week	COR
Annual Work Plan/EMMP	30 days before the start of the fiscal year	COR
AMELP	30 days before the start of the fiscal year	COR
GIS & Activity Location Data	30 days after the end of the fiscal quarter	COR
QPR	30 days after the end of the fiscal quarter	COR
LPIDR	Semi Annual due on March 31 and final on September 30	COR
PEPFAR Semi-Annual Work/Implementation Plan	Semi Annual due May 1 and final plans are due September 30	COR
Quarterly Financial Reports	30 days after the end of the fiscal quarter. Submitted with the QPR.	COR & Controller
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25	COR
PEPFAR Indicator Reporting	Every 30th of the 6th month and contract year end	COR
Annual Report	Draft due 30 days before the end of the fiscal year. Final due 15 days after receipt of USAID comments to the draft.	COR
Submission of Small Business Subcontracting Report (for Large Business only) to eSRS (web based)	30 days after the end of the fiscal quarter	CO and COR
PEPFAR Program Expenditures	September 30	COR
Submission of Data Sets to DDL*	30 days after the Dataset is first used (Reference Section H.22 Part 2 (b))	COR
Combating Trafficking in Persons Compliance Certification	30 days after the start of the fiscal year (Reference Section L.1, FAR 52.222-56)	CO
Reporting of Foreign Taxes	April 16 (Reference Section H.7)	COR
STTA Reports	10 days after end of each STTA engagement	COR

Annual Report of Government Property in Contractor's Custody	Last day of contract Year 2 (Reference AIDAR 752.245-71)	COR
Year Three: Performance Objectives and Reports Schedule		
Title	**Due Date**	**Approver**
Weekly Progress Updates	3 days after the end of each successive week	COR
Annual Work Plan/EMMP	30 days before the start of the fiscal year	COR
AMELP	30 days before the start of the fiscal year	COR
GIS & Activity Location Data	30 days after the end of the fiscal quarter	COR
QPR	30 days after the end of the fiscal quarter	COR
LPIDR	Semi Annual due on March 31 and final on September 30	COR
PEPFAR Semi-Annual Work/Implementation Plan	Semi Annual due May 1 and final plans are due September 30	COR
Quarterly Financial Reports	30 days after the end of the fiscal quarter. Submitted with the QPR.	COR & Controller
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25	COR
PEPFAR Indicator Reporting	Every 30th of the 6th month and contract year end	COR
Annual Report	Draft due 30 days before the end of the fiscal year. Final due 15 days after receipt of USAID comments to the draft.	COR
Submission of Small Business Subcontracting Report (for Large Business only) to eSRS (web based)	30 days after the end of the fiscal quarter	CO and COR
PEPFAR Program Expenditures	September 30	COR

Submission of Data Sets to DDL*	30 days after the Dataset is first used (Reference Section H.22 Part 2 (b))	COR
Combating Trafficking in Persons Compliance Certification	30 days after the start of the fiscal year (Reference Section L.1, FAR 52.222-56)	CO
Reporting of Foreign Taxes	April 16	COR
STTA Reports	10 days after end of each STTA engagement	COR
Annual Report of Government Property in Contractor's Custody	Last day of contract Year 3 (Reference AIDAR 752.245-71)	COR
Year Four: Performance Objectives and Reports Schedule		
Title	**Due Date**	**Approver**
Weekly Progress Updates	3 days after the end of each successive week	COR
Annual Work Plan/EMMP	30 days before the start of the fiscal year	COR
AMELP	30 days before the start of the fiscal year	COR
GIS & Activity Location Data	30 days after the end of the fiscal quarter	COR
QPR	30 days after the end of the fiscal quarter	COR
LPIDR	Semi Annual due on March 31 and final on September 30	COR
PEPFAR Semi-Annual Work/Implementation Plan	Semi Annual due May 1 and final plans are due September 30	COR
Quarterly Financial Reports	30 days after the end of the fiscal quarter. Submitted with the QPR.	COR & Controller
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25	COR
PEPFAR Indicator Reporting	Every 30th of the 6th month and contract year end	COR

Annual Report	Draft due 30 days before the end of the fiscal year. Final due 15 days after receipt of USAID comments to the draft.	COR
Submission of Small Business Subcontracting Report (for Large Business only) to eSRS (web based)	30 days after the end of the fiscal quarter	CO and COR
PEPFAR Program Expenditures	September 30	COR
Submission of Data Sets to DDL*	30 days after the Dataset is first used (Reference Section H.22 Part 2 (b))	COR
Combating Trafficking in Persons Compliance Certification	30 days after the start of the fiscal year (Reference Section L.1, FAR 52.222-56)	CO
Reporting of Foreign Taxes	April 16	COR
STTA Reports	10 days after end of each STTA engagement	COR
Annual Report of Government Property in Contractor's Custody	Last day of contract Year 4 (Reference AIDAR 752.245-71)	COR
Year Five: Performance Objectives and Reports Schedule		
Title	**Due Date**	**Approver**
Weekly Progress Updates	3 days after the end of each successive week	COR
Annual Work Plan/EMMP	30 days before the start of the fiscal year	COR
AMELP	30 days before the start of the fiscal year	COR
GIS & Activity Location Data	30 days after the end of the fiscal quarter	COR
QPR	30 days after the end of the fiscal quarter	COR
LPIDR	Semi Annual due on March 31 and final on September 30	COR
PEPFAR Semi-Annual Work/Implementation Plan	Semi Annual due May 1 and final plans are due September 30	COR

Quarterly Financial Reports	30 days after the end of the fiscal quarter. Submitted with the QPR.	COR & Controller
Quarterly VAT Reports	25th of the month after the calendar year quarter end. For example, taxes and receipts for the period January to March are due April 25	COR
PEPFAR Indicator Reporting	Every 30th of the 6th month and contract year end	COR
Annual Report	Draft due 30 days before the end of the fiscal year. Final due 15 days after receipt of USAID comments to the draft.	COR
Submission of Small Business Subcontracting Report (for Large Business only) to eSRS (web based)	30 days after the end of the fiscal quarter	CO and COR
PEPFAR Program Expenditures	September 30	COR
Submission of Data Sets to DDL*	30 days after the Dataset is first used (Reference Section H.22 Part 2 (b))	COR
Combating Trafficking in Persons Compliance Certification	30 days after the start of the fiscal year (Reference Section L.1, FAR 52.222-56)	CO
Reporting of Foreign Taxes	April 16	COR
STTA Reports	10 days after end of each STTA engagement	COR
Annual Report of Government Property in Contractor's Custody	Last day of contract Year 5 (Reference AIDAR 752.245-71)	COR
Close-out and Demobilization Plan	Draft due 180 days prior to the contract end date. Final due four months prior to contract end date.	CO & COR
Property Report	6 months prior to the end of the contract (Reference AIDAR 752.245-71)	CO & COR
Final Report	Draft due 30 days prior to contract end and final 30 days after receipt of USAID comments	CO & COR

*Data Sets apply to all performance years.

F.6 FIXED FEE PAYMENT SCHEDULE

(The Offeror must propose a Fixed Fee Payment Schedule)

[TO BE INSERTED AT AWARD]

F.7 PERFORMANCE EVALUATIONS

Evaluation of the Contractor's performance shall be conducted in accordance with the performance standards set forth in Section C and provision of deliverables in Section F and the Contractor's compliance with all other terms and conditions of the contract. Each evaluation of Contractor overall performance will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract and as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor's performance under this contract will be evaluated annually and at contract completion, in accordance with the Contractor Performance Assessment Reporting System (CPARS), utilizing at a minimum, the following factors:

1) Technical (quality of products and services)
2) Cost Control
3) Schedule/Timeliness of Performance
4) Management or Business Relations
5) Meeting Small Disadvantaged Business Subcontracting Requirements/Goals
6) Others (as applicable) (e.g. late payments to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

F.8 KEY PERSONNEL

1. Chief of Party: The Chief of Party (COP), determined as Key Personnel, is expected to be responsible for the overall planning, implementation and management of the performance of the ICYD Activity and to provide vision and strategic leadership. The COP leads efforts to collaborate and coordinate with other USAID/Uganda activities, other donor and NGO-sponsored activities, and the efforts of the Government of Uganda (GOU). He/she must serve as the institutional liaison and must be responsible for administrative and technical oversight of the project. The COP must work effectively in teams and collaborate in a multi-agency setting. The COP provides guidance to senior technical staff, ensures the responsiveness and quality of all work under the Activity, and oversees the framework to monitor and assure progress toward the achievement of the Activity's goal and objectives.

   The COP must have the following qualifications:

- A Master's degree in public health, international education development, or a relevant field of study. In circumstances where a candidate possesses exceptional relevant experience but lacks a graduate degree, relevant post-education experience will be considered in lieu of a Master's degree.
- At least fifteen (15) years of progressively responsible international development work experience implementing multi-sector development programs with demonstrated strong management and coordinating skills, leading interdisciplinary teams. (For candidates with a Ph.D. in public health, international education development, economics, or a related field of study, 12 years of work experience is required).
- Experience with OGAC/PEPFAR programming processes and working knowledge of PEPFAR Country Operational Plan processes and PEPFAR reporting requirements is highly desired.
- Knowledge of and experience with USG-funded program management, policies, regulations, and procedures is highly desired.
- At least five years' experience living and working in developing country environments, preferably East Africa.
- Knowledge and or experience working on early grade reading programs and/ or OVC service delivery is desired.

2. Senior Technical Advisor: The Senior Technical Advisor leads the development of, and implementation of strategies for all the technical components of the ICYD Activity and provides technical expertise to ensure the fulfillment of project deliverables. The Senior Technical Advisor builds relationships with key stakeholders, and actively collaborates with the USAID/Uganda COR to effectively support program implementation and address programmatic questions and challenges. The Senior Technical Advisor contributes to knowledge capture and dissemination of key learnings to key stakeholders within the ICYD Activity and promotes innovation, improved methodologies, and project implementation through the USAID Collaborating, Learning, & Adapting (CLA) approach. The Senior Technical Advisor actively engages with local partners, private sector and other humanitarian and development organizations and promotes effective collaboration and cooperation across the Contractor teams. The Senior Technical Advisor works closely with the COP to ensure that technical direction for the ICYD Activity is fully disseminated among staff, the Contractor partner team and other key stakeholders.

   The Senior Technical Advisor must have the following qualifications:

   - Master's Degree in international education development, public health, or a related field of study. In circumstances where a candidate possesses exceptional relevant experience but lacks a graduate degree, relevant post-education experience will be

considered in lieu of a Master's degree.

- At least twelve (12) years international development work experience providing technical advice, designing and conducting social science research programs in related fields and leading and working with multi-sectoral teams in a developing country context. (For candidates with a Ph.D. in public health, international education development, economics, or a related field of study, 10 years of work experience is required).
- Experience in the design, delivery and quality assurance of the implementation of early grade reading programs and/or OVC and child protection programming.
- Experience in supporting national institutional systems strengthening and capacity development of local implementing partners is highly desired.
- Experience with PEPFAR programming and reporting requirements is desired.

3. Institutional Development Advisor: The Institutional Development Advisor (IDA) will have technical oversight of ICYD Activity's efforts to build the institutional capacity of local partner organizations to evolve and transition to USAID prime award recipients/contractors. The IDA will lead the conduct of local partner institutional capacity needs assessments, develop and implement an institutional development plan specific to each participating local partner organization. The IDP for each of the participating local partner organizations will include a determination of institutional growth milestones across institutional performance functional areas, including contracting, finance and administration, technical, monitoring and evaluation, collaboration and partnerships and governance structures. The IDA will lead the development and harmonization of operational tools and other standard operating procedures (SOPs) across all participating local partner organizations, including the management of sub-grant arrangements with other local organizations

   The Institutional Development Advisor must have the following qualifications:

   - A Master's degree in public administration, organizational development, NGO management, development economics, social science, international development, business administration or a related field. In circumstances where a candidate possesses exceptional relevant experience but lacks a graduate degree, relevant post-education experience will be considered in lieu of a Master's degree.
   - At least twelve (12) years international development experience in public sector/NGO reforms.
   - Experience in the design and delivery of institutional development plans for local development organizations.
   - Membership of a professional accounting or procurement/contracts qualification is highly desired.
   - Knowledge of the NGO sector and the level of organizational capacities of local

development partner organizations in Uganda is desired.

- Familiarity with USG and/or other donor financial reporting and compliance requirements is desired.

The personnel specified above are considered to be essential to the work to be performed under the ICYD Activity. If the Offeror choses to propose additional Key Personnel, the minimum requirement will be seven (7) years of professional experience in the relevant field and in relationship to the position/role envisaged for the proposed candidate on the ICYD contract. The total number of Key Personnel for the ICYD contract cannot exceed five professional staff. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the COR reasonably in advance and submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Any proposed substitutions for key personnel must possess the same level of qualifications or higher as the individual being replaced. No replacement of key personnel shall be made by the Contractor without the written approval of the Contracting Officer.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer's Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034-Public Voucher for Purchases and Services Other Than Personal. Each voucher must be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES **(Document Number: XXX-X-XX-XXXX-XX)**			
Line Item No.	*Description*	*Amt. Vouchered To Date*	*Amt. Vouchered this Period*
0001	Product/Service Desc. for Line Item 0001	$XXXX.XX	$XXXX.XX
1001	Product/Service Desc. for Line Item 1001	$XXXX.XX	$XXXX.XX
2001	Product/Service Desc. for Line Item 2001	$XXXX.XX	$XXXX.XX
3001	Product/Service Desc. for Line Item 3001	$XXXX.XX	$XXXX.XX
Total		**$XXXX.XX**	**$XXXX.XX**

(2) The fiscal report must include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, must be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate

refund to USAID must be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency must be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions must also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government must promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 CONTRACTING OFFICE

The Contracting Office is:

Local Address	International Address
Contracting Officer	Contracting Officer
USAID/Uganda	USAID/Uganda - OAA
Acquisition and Assistance Office	2190 Kampala Place
US Mission Compound, South Wing	Washington D.C. 20521-2190
Plot 1577 Ggaba Road	
Kampala, Uganda	
Telephone: 256-414-306001	

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative is [**TBD NAME**]. A separate Administrative letter issued by the Contracting Officer at the time of contract award will designate the COR. The Contracting Officer will provide a copy of the COR designation letter to the Contractor.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents will be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of

money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules must be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas must be brought to the immediate attention of the Contracting Officer.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions.

The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: SOW, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

USAID/Uganda
Financial Management Office
US Mission Compound, South Wing
Plot 1577 Ggaba Road
Kampala, Uganda
E-mail: kampalaUSAIDVouchers@usaid.gov

Note: Electronic invoices are required and must be submitted to the email address above.

G.6 ACCOUNTING AND APPROPRIATION DATA

[TBD]

G.7 INVOICING INSTRUCTIONS

[TBD]

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is [TBD NAME, TITLE, ADDRESS, PHONE and E-MAIL].

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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" https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf or as approved by the CO.

H.2 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015-2020

Pursuant to AAPD 17-01 (https://www.usaid.gov/sites/default/files/documents/1868/AAPD17-01-Revised.pdf), below find the DBA rates and contact information.

A. RATES

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	$2.00	$4.50	$7.50
Option 1	12/1/17 – 11/30/18	$2.00	$4.50	$7.50
Option 2	12/1/18 – 11/30/19	$2.00	$4.50	$7.50
Option 3	12/1/19 – 11/30/20	$2.00	$4.50	$7.50 unless further revised

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of
the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the "measurement date".

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee

remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.

4) The term "wages" means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments 1for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee's or dependent's benefit, or any other employee's dependent entitlement.

Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found
at http://www.dol.gov/owcp/dlhwc/nawwinfo.htm.

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the Contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

B. OBTAINING DBA COVERAGE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

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

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935. Code 935 is any area or country including the recipient country, but excluding any country that is a prohibited source.

H.4 LOGISTIC SUPPORT

The Contractor will be responsible for furnishing all logistic support in the United States and overseas. In accordance with the post policy as from time-to-time amended, the Mission may help the Contractor:

- Provide custom and/or tax exemption certificates for UAB, HHE, POV, office and residential furniture, project vehicles, appliances, project equipment, hotels;
- Provide letters to facilitate the Contractor's establishing bank accounts, leasing housing and Contractor's office space, and obtaining visas for project personnel.

H.5 CONSENT TO SUBCONTRACT

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer consents to the following subcontracts:

Contractor Name	Services to be performed
[TBD at time of award]	

The Contractor will request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.6 GRANTS UNDER CONTRACT

Pending USAID approval, the Contractor may provide grants to local Community Based Organizations (CBOs), Civil Society Organizations (CSOs), and Faith Based Organizations (FBOs), designed to contribute to the achievement of key ICYD program results. The grants will

mainly support capacity building, technical assistance needs, equipment and select operation costs that are determined to be critical for ICYD activities. If the Contractor awards grants under this contract, the Contractor will comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations 22 CFR 200.

Requirements for the grants are as follows:

- The Contractor will comply in all material respects with USAID's Automated Directives System
  (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants.
- Award Amount Thresholds
  - Non-Governmental Organizations: The total value of an individual grant to a U.S. organization must not exceed $100,000. This limitation does not apply to grant awards to non-U.S. NGOs.
- USAID does not authorize the Contractor to execute or administer cooperative agreements on its behalf.
- USAID retains the ability to terminate the grant activities unilaterally in extraordinary circumstances.
- USAID must be significantly involved in establishing the selection criteria for grantees.
- Prior approval by the USAID Contracting Officer is required for any grants proposed by the Contractor.
- Construction activities are not allowed under grants.
- No cash or in-kind grants will be made to the Government of Uganda, including regional and district level authorities.
- All grants must be completed six months prior to the end of the contract.
- Local capacity development of government, private sector actors, and implementers is a deliberate and critical component of project activities. In particular the Contractor must provide tailored technical assistance, capacity development, and enabling support to actors to closely collaborate, adapt and achieve project objectives.
- All grants must comply with branding and marking requirements set forth in the Contractor's approved Branding Implementation Plan (BIP) and Marking Plan.
- Grants must comply with environmental requirements referenced in Section H.19.
- The contractor must follow the requirements of the FAR clause 52.203-16, Preventing Personal Conflicts of Interest, in the selection and award of GUCs.
- Grants to local governments must be provided in-kind.

NOTE: The Contractor is not authorized to provide funds to the Ugandan Government.

H.7 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY

(DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(a) Definitions. As used in this contract --"Information Technology" means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency;

Where

(2) such services or equipment are used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the
Government's requirements or to facilitate activities in the Government's statement of work, the
Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

H.8 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

H.9 SOFTWARE LICENSE ADDENDUM (MAY 2016)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) This special contract requirement incorporates certain terms and conditions relating to Federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties.

(b) Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et. seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those fora that have jurisdiction over Federal procurement matters.

(c) Attorney's Fees: Attorney's fees are payable by the Federal government in any action arising under this contract only pursuant to the Equal Access in Justice Act, 5 U.S.C. Section 504.

(d) No Indemnification: The Federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a).

(e) Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, “Assignment of Claims.”

(f) Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516).

(g) Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement.

(h) Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the Government to unilaterally exercise one or more options to extend the term of the agreement.

H.10 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) Definitions “Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. (Appendix A to Part 1194 – Section 508 of the Rehabilitation Act)

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at http://www.access-board.gov/sec508/508standards.htm.

(b) Except as indicated elsewhere in the contract, all ICT procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

1194.21 Software applications and operating systems
1194.22 Web-based intranet and Internet information and applications
1194.23 Telecommunications products
1194.24 Video and multimedia products
1194.25 Self-contained, closed products
1194.26 Desktop and portable computers
1194.31 Functional performance criteria
1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

H.11 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018)

(DEVIATION NO. M/OAA-DEV-FAR-18-2c

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

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause

(d) Request for Approval Requirements:

> (1) If the Contractor determines that any information technology in addition to that information technology specified in the Schedule will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.
>
> (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at ITAuthorization@usaid.gov. .

(e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule. (g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

H.12 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)
(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) *Definitions*. As used in this special contract requirement-

"Information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This also includes but not limited to all records, files, and metadata in electronic or hardcopy format.

"Sensitive Information or Sensitive But Unclassified" (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to:

1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and

2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers "Media" means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must develop and implement policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

(1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper security, control, and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(d) Return of all USAID Agency records.

Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.

(e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.

(f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

H.13 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) *Definitions.* As used in this special contract requirement-

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. “Sensitive Information” or

“Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative

process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, "Personally Identifiable Information (PII)", means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term "individual" refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

"National Security Information" means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

"Information Security Incident" means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

"Spillage" means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

"Privacy Incident" means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums,

and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Privacy Act Compliance Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(d) IT Security and Privacy Training

(1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.

(2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.

(3) Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.

(4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.

(5) Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.

(e) Information Security and Privacy Incidents

(1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security

at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(3) Information Security Incident Response Requirements

(i) All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident-related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.

(ii) The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.

(iii.) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing.

(iv) At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

(v) All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the CO or COR. (vi) The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

(f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.

(g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by e-mail) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

H.14 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APRIL 2018)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) Applicability: This special contract requirements applies to the Contractor, its subcontractors and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Federal Information Security Management Act of 2002 (FISMA, Public Law 107-347, 44 U.S.C. 3531-3536), and Federal Information Security Modernization Act (FISMA) of 2014 (FISMA, Public Law 113-283 44 U.S.C. 3531-3536, as amended).

(b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

(c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

H.15 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY (APRIL 2018)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) *Definitions.*

As used in this special contract requirement- "Audit Review" means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO).

"Authorizing Official" means the authorizing official is a senior government official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.

"Information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

"Sensitive" Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers. "National Security Information" means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

"Information Technology Resources" means agency budgetary resources, personnel, equipment, facilities, or services that are primarily used in the management, operation, acquisition, disposition, and transformation, or other activity related to the lifecycle of information technology; acquisitions or interagency agreements that include information technology and the services or equipment provided by such acquisitions or interagency agreements; but does not

include grants to third parties which establish or support information technology not operated directly by the Federal Government. (OMB M-15-14)

(b) Applicability: This special contract requirement applies to the Contractor, its subcontractors, and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the SarbanesOxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Compliance with IT Security and Privacy Policies: The contractor shall be responsible for implementing information security for all information systems procured, developed, deployed, and/or operated on behalf of the US Government. All Contractor personnel performing under this contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency information security requirements as well as current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, and National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

(1) HSPD-12 Compliance

i) Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.

(ii) All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.

(2) Internet Protocol Version 6 (IPv6) or current version: This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third party test facility to show compliance with this requirement.

(3) Secure Configurations

(i) The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.

(ii) The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.

(iii) Applications designed for normal end users must run in the standard user context without elevated system administration privileges.

(iv) The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at https://nvd.nist.gov/ncp/repository or USAID established configuration settings.

(4) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to USAID for verification. The Contractor is required to follow government-wide (FIPS 140) encryption standards.

(5) Security Monitoring, Auditing and Alerting Requirements: All Contractor-owned and operated systems that use or store USAID information must meet or exceed standards documented in this contract and in Service Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to:

System and Network Visibility and Policy Enforcement at the following levels:
- Edge
- Server / Host
- Workstation / Laptop / Client
- Network
- Application
- Database
- Storage
- User
- Alerting and Monitoring
- System, User, and Data Segmentation

(6) Contractor System Oversight/Compliance

(i) The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic analysis.

(ii) The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.

(iii) All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Contracting Officer Representative (COR) and Contracting Officer, in addition to the CIO at ITAuthorization@usaid.gov. Alternatively, the Contractor may allow USAID information security staff to run scans directly.

(iv) The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

(7) Security Assessment and Authorization (SA&A)

(i) For all information systems procured, developed, deployed, and/or operated on behalf of the US Government information by the provision of this contract, the Contractor must provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the COR, in consultation with the USAID M/CIO Information Assurance Division.

(ii) Prior to deployment of all information systems that transmit, store or process Government information, the contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or COR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.

(iii) Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the COR or other designated Government staff.

(iv) Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the COR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.

(v) All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO or designee must approve all SA&A requirements.

(vi) In information systems owned or operated by a contractor on behalf of an agency, or for information collected or maintained by or on behalf of the agency, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third Party Assessor (3PAO). See approved list of Assessors at https://www.fedramp.gov/ /. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at saacapackages@usaid.gov at least 60 calendar days prior to obtain the ATO for the IT system.

(vii) USAID retains the right to deny or rescind the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re-submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation. USAID is the final authority on the compliance.

(viii) The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.

(ix) Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with the level of risk as follows:

- High Risk = 30 calendar days;
- Moderate Risk = 60 calendar days; and
- Low Risk = 180 calendar days

(8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.

(d) The Contractor shall include the substance of this special contract requirement, including this paragraph (d), in all subcontracts, including subcontracts for commercial items.

H.16 CLOUD COMPUTING (APRIL 2018)

(Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c)

(a) Definitions. As used in this special contract requirement-

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network. (NIST SP 800- 115)

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

(b) Applicability

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, Federal information.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

(i) If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Federal information shall only be for purposes specified in this contract.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Federal information only to manage the operational environment that supports the Federal information and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract and National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Federal information, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, eRecords and legal or security investigations.

(3) The Contractor shall retain and maintain all Federal information in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Federal information in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Federal information : The Contractor shall notify the Government immediately of any requests from a third party for access to Federal information or, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Federal information to a third party. The Contractor shall cooperate with the Government to take all measures to protect Federal information from any loss or unauthorized disclosure that might reasonably result from

the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor shall immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or information security incident in compliance with agency-specific instructions. The Contractor will also notify the Contracting Officer or Contracting Officer's Representative and the Contractor Facilities Security Officer. The Contractor will abide by USAID instructions on correcting such a spill or information security incident. For all spills and information security incidents involving unclassified and/or SBU information, the protocols outlined above in section (g) and (h) below shall apply.

(g) Information Security Incidents

(1) Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the information security incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported information security incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(h) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information, and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential

identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report by e-mail all Privacy Incidents to the USAID Service Desk immediately (within 30 minutes), after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(i) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Federal information . The CSP shall only use the Federal information for purposes explicitly stated in the contract. Further, the cloud service provider shall export Federal information in a machine-readable and non-proprietary format that USAID requests at the time of production, unless the parties agree otherwise.

(j) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, operational, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53 (Security and Privacy Controls for Federal Information Systems) and Organizations, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at https://www.FedRAMP.gov.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any other, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform penetration testing or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Federal information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before any restricted authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60) calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(k) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(l) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency

approval to store Agency data in locations outside of the United States.

(m) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(n) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(o) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(p) Forensics, Freedom of Information Act (FOIA), Electronic Discovery, or additional Information Requests: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and noncriminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(q) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.17 NONEXPENDABLE PROPERTY AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[TBD]

H.18 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultant must have English language proficiency to perform technical services.

H.19 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.3.11.2.b and 204, which require, in part, that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

1a) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1b) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for the activity, as documented in an Initial Environmental Examination (IEE), duly signed by the Bureau Environmental Officer (BEO). Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.

2) *Environmental Review:* All USAID funded activities must comply with 22 CFR 216. Pursuant to this, the Integrated Child and Youth Development Activity is covered by an Initial Environmental Examination (IEE) file name: Uganda_ Demographic _Drivers _ Integrated _ Portfolio _IEE_08112018, which expires on December 31, 2021. USAID has recommended a Negative Determination with Conditions Environmental Threshold Determination for the following;

- Promoting economic strengthening interventions that enable families to meet school related expenses, e.g. agricultural production, among others

- ICYD activities has a sub-contracting component; ICYD shall provide capacity building and technical assistance to its local partner sub-contractors; and
- Promotion of activities that will lead to generation of medical waste; testing for HIV.

This indicates that if these activities are implemented, they have potential for negative impacts on the environment if no environmental mitigation measures are implemented. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.

3) As part of its initial Work Plan, and all annual performance reports (including annual work plans) thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

3a) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the IEE documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

3b) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4) Cost and technical proposals must reflect environmental documentation preparation costs and approaches where applicable. This may include costs towards the preparation of an environmental mitigation and monitoring plan (EMMP) during the post award stage. The contractor will be expected to comply with all conditions specified in the approved IEE.

5) The offeror shall include an illustrative budget for implementing the environmental compliance activities in the EMMP. For the purposes of this solicitation, Offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

6a) A provision for sub-grants is included under this solicitation requiring the contractor to use the Environmental Review Form (ERF) or Environmental Review (ER) checklist to screen grant proposals to ensure that the funded proposals will result in no adverse environmental impact, to develop necessary mitigation measures, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not known well enough to make an informed decision about their potential environmental impacts, yet due

to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed by the contractor and approved by USAID. The contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented and addressed in annual reports. Guidance on the ERF and ER checklist process is available at http://www.encapafrica.org/meoEntry.htm.

H.20 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than $3,000, when payment through an electronic payment system is not reasonably available.

d. The Contractor has received a specific written exception from the Contracting Officer that a

specific payment or all cash payments are authorized, based on the Contractor's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at http://solutionscenter.nethope.org/programs/c2e-toolkit."

H.21 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

a) Definitions:

"Third-party websites"
Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

(1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

(2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.

(3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at http://www.usaid.gov.

(4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:
"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(5) The Web site must provide persons with disabilities access to information that is

comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://www.usaid.gov

H.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 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 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.

(1) The Contractor must not submit classified data to the DDL.

H.23 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEP 2014)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):
(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
(iii) Non-U.S. contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:
(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii)Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision: "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The contractor must insert this provision in all subcontracts for HIV/AIDS activities.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

H.24 CONSCIENCE CLAUSE IMPLEMENTATION (FEB 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See https://acquisition.gov/browsefar for electronic access to the full text of FAR clauses and https://www.usaid.gov/ads/policy/300/aidar for the full text of AIDAR clauses.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S).	OCT 2015
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.	JUNE 2010
52.203.16	PREVENTING PERSONAL CONFLICT OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE	

	REPORTING	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION OF CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA -MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
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52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
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52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT	AUG 1987
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52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	OCT 2010
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52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
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52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
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752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-70	USAID MENTOR PROTÉGÉ PROGRAM	JUL 2007
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752.222-70	USAID DISABILITY POLICY	DEC 2004
752.222-71	NONDISCRIMINATION	JUNE 2012
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752.7013	CONTRACTORS-MISSION RELATIONSHIPS	JUNE 2018
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752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
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752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
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752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
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752.7035	PUBLIC NOTICES	DEC 1991
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JULY 2014
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES	

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752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUNE 2008

I.2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 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.
"Full cooperation"—
(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
(3) Does not restrict a Contractor from—
(i) Conducting an internal investigation; or
(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
"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 furnished 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) Code of business ethics and conduct.
(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
(i) Have a written code of business ethics and conduct; and
(ii) Make a copy of the code available to each employee engaged in performance of the contract.
(2) The Contractor shall—
(i) Exercise due diligence to prevent and detect criminal conduct; and
(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
(1) An ongoing business ethics awareness and compliance program.
(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
(2) An internal control system.
(i) The Contractor's internal control system shall—
(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
(B) Ensure corrective measures are promptly instituted and carried out.
(ii) At a minimum, the Contractor's internal control system shall provide for the following:
(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure

effectiveness of the business ethics awareness and compliance program and internal control system.
(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
(1) Monitoring and auditing to detect criminal conduct;
(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.
(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.3 FAR 52.203-19 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

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

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

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

(d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

I.4 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the USAID Contracting Officer, and shall not be binding until so approved.

I.5 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____TBD_____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is ____TBD_____ dollars.

I.6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.7 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.8 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The Contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contractor submits the report or the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

I.9 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 935 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.

I.10 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS JULY 1997

The term Government-furnished property wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this
contract and identified by such officer as accountable. The term Government property, wherever it may appear in the following clause, shall mean Government furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or
become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than $500.

Reporting Requirements: The contractor will submit an annual report on all nonexpendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY
[Name of contractor as of (end of contract year), 20XX]

	Motor Vehicles	Furniture and Furnishings		Other Non-Expendable Property
		Office	Living Quarters	
A. Value of property as of last report				

B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Purchased by contractor (1)				
b. Transferred from USAID (2)				
c. Transferred from others, without reimbursement (3)				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID—contractor purchased				
c. Transferred to other Government agencies				
d. Other disposals				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				

(1) Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than $500.
(2) Government furnished property listed in this Contract as nonexpendable.
(3) Explain if transactions were not processed through or otherwise authorized by USAID.

Property Inventory Verifications
I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.
Authorized Signature

I.11 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) Are generated during the life cycle of development assistance programs or activities.) The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: https://dec.usaid.gov.

(1) Standards. (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS INCLUDED AND REFERENCED BY LINK

No.	Title	Attachments to the Document
J.1	USAID/Uganda Results Framework	Attached - page J.1-1
J.2	USAID Policy on Diversity in the Workforce, Equal Employment Opportunity and Non-Discrimination	Attached - page J.2-1
J.3	Disclosure of Lobbying Activities	Attached - page J.3-1
J.4	Past Performance Matrix	Attached - page J.4-1
J.5	Contractor Employee Biographical Data Sheet – Form No. AID 1420-17	Attached (included as a separate file) http://www.usaid.gov/forms/
J.6	Budget Template	Attached (included as a separate file)
Resource Link 1	USAID Uganda Country Development Cooperation Strategy (CDCS) 2.0 Guiding Principles	https://www.usaid.gov/uganda/cdcs
Resource Link 2	USAID Uganda Gender and Social Inclusion Analysis: Uganda	https://www.usaid.gov/sites/default/files/documents/1860/Gender_Social_Inclusion._Final_Report_08.23.17.pdf
Resource Link 3	USAID Gender Equality and Female Empowerment Policy	https://www.usaid.gov/sites/default/files/documents/1865/GenderEqualityPolicy_0.pdf
Resource Link 4	USAID Program Cycle Guidance	https://www.usaid.gov/sites/default/files/documents/1870/201.pdf

ANNEXES		
A	Map Illustrations	Attached - page A-1
B	Minimum Geographic Scope and Timeline Considerations	Attached - page B-1 *Table B-1 Attached (included as a separate file)*
C	Funding Considerations	Attached - page C-1
D	Portfolio Evaluation Reports	Attached - page D-1
E	Curriculum Considerations	Attached - page E-1
F	Gender and Social Inclusion Analysis	Attached - page F-1
G	Illustrative Results Table	Attached - page G-1
H	ICYD Climate Risk Screening Matrix	Attached - page H-1

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section K of this solicitation. See https://acquisition.gov/browsefar for electronic access to the full text of a FAR clause

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS -REPRESENTATION	JAN 2017
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	AUG 2018

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d),

reporting requirements of 26 U.S.C.6041, 6041 A, and 6050 M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN_____

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is $15M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

□ (i) Paragraph (d) applies.

□ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation

as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.
(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End

Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.sam.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ ____ _____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.4 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

As prescribed in 4.1804(d), insert the following provision:
Predecessor of Offeror (Jul 2016)

(a) Definitions. As used in this provision–

"Commercial and Government Entity (CAGE) code" means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to

identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____
(Do not use a "doing business as" name)

K.5 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that—

It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

K.6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the

clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that—

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States

and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for

Award Management database via https://www.acquisition.gov (see 52.204-7).

K.9 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.10 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

K.11 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENT-CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at https://www.state.gov/t/avc/rls/rpt /; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at https://www.state.gov/t/avc/rls/rpt/; or

__ (2) The Offeror is providing separate information with its offer in accordance with

paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such

email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.12 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip Code)	**Name and address of owner and operator of the plant or facility if other than offeror or respondent**
_____	_____
_____	_____
_____	_____

K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

It □has, □has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It □has, □has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

(a) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212A Report required by that clause.

K.16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.
Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:
* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that

(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage
If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

K.17 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check "yes" below if the contract award shall result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the Offeror checked “Yes" above, the Offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice shall be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.18 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it [ ] is, [ ] is not a State agency or charitable institution, and that it [ ] is not immune, [ ] is partially immune, [ ] is totally immune from tort liability to third persons.

K.19 AGREEMENT ON OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Contractor has reviewed the solicitation (Sections B through J of which will become the contract) and
[ ] agrees to the terms and conditions set forth therein; or [ ] has the following exceptions (continue on a
separate attachment page, if necessary):

_____

_____

_____

_____

K.20 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

DUNS Number:
[Contractors can obtain their DUNS number at no charge by calling 1-800-333-0505 or by accessing Dun and Bradstreet's Internet Home Page at http://www.dnb.com/]

K.21 AUTHORIZED NEGOTIATORS

The contractor represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles and contact information of the authorized negotiators].

Name	Title	Telephone Number

K.21 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

DUNS No. _____

Date of Offer _____

Name of Offeror_____

Typed Name and Title_____

Signature_____ Date_____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See https://acquisition.gov/browsefar for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN THE U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUNE 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

L.2 302.3.5.16(a)(1) CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) – SOLICITATION PROVISION (FEB 2012)

(a) An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(1) Shall not be required, as a condition of receiving such assistance—
- (i) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
- (ii) to endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(2) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or

cooperative agreements for refusing to meet any requirement described in paragraph (a)(1) above.

(b) An offeror who believes that this solicitation contains provisions or requirements that would require it to endorse or use an approach or participate in an activity to which it has a religious or moral objection must so notify the cognizant Contracting Officer in accordance with AIDAR 752.7006 (Notices) as soon as possible, and in any event not later than 15 calendar days before the deadline for submission of applications under this solicitation. The offeror must advise which activity(ies) it could not implement and the nature of the religious or moral objection.

(c) In responding to the solicitation, an offeror with a religious or moral objection may compete for any funding opportunity as a prime partner, or as a leader or member of a consortium that comes together to compete for an award. Alternatively, such offeror may limit its proposal to those activities it can undertake and should indicate in its submission the activity(ies) it has excluded based on religious or moral objection. The offeror's proposal will be evaluated based on the activities for which a proposal is submitted, and will not be evaluated favorably or unfavorably due to the absence of a proposal addressing the activity(ies) to which it objected and which it thus omitted. In addition to the notification in paragraph (b) above, the offeror must meet the submission date provided for in the solicitation.

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) to endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single, Cost-Plus-Fixed-Fee (CPFF), Completion Type contract resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed

directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Admir Serifovic
Contracting Officer
USAID/Uganda

Hand Carried Address:
USAID/Uganda
Acquisition and Assistance Office
US Mission Compound, South Wing
Plot 1577 Ggaba Road
P.O. Box 7856
Kampala, Uganda

International Mailing Address:
USAID/Uganda
2190 Kampala Place
Washington D.C. 20521-2190

(b) The copy of any protest shall be received in the office designated above and faxed to the attention of Mr. William Buckhold, Assistant General Counsel, USAID, GC/LE at 202-712-1903 within one day of filing a protest with the GAO.

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) **Accurate and Complete Information.** Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(b) **Pre-award Survey**. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and, (3) site visits to the prime contractor's institution.

(c) **Offer Acceptability**. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP:

(1) Validity of Offer in accordance with Section L.6, Proposal Submission/Delivery
(2) Completion of Standard Form 33, Blocks 12 – 18;
(3) Submission of proposed costs/prices and indirect cost information as required by Sections B and L of this RFP;

(4) Completion of the "Representations, Certifications, and Other Statements of Offerors," Please pay careful attention to, and complete in full, RFP Section K – Representations, Certifications and Acknowledgements.

(5) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions must, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria.

(d) **Offer Validity.** The Offeror is required to indicate the duration of the validity of its offer in box 12 of the submitted SF 33 Form. USAID requires at least 260 days of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

L.6 SUBMISSION/DELIVERY INSTRUCTIONS

(a) E-mail is the only acceptable method for submission of proposals. Hand delivered proposals (including commercial courier) and facsimile transmission **WILL NOT BE ACCEPTED.** Proposals and modifications thereto, must be submitted by email to: KampalaUSAIDSolicita@usaid.gov.

(b) Proposal Due Date and Time – The deadline for receiving **TECHNICAL PROPOSALS ONLY is January 30, 2020 at 4pm (ET) Washington D.C.** and **COST PROPOSALS ONLY is February 13, 2020 at 4pm (ET) Washington D.C.** Offerors remain responsible for confirming receipt of its electronically transmitted files by the due date and time.

(c) Questions - Questions and /or request for clarifications regarding this RFP must be sent via email to: KampalaUSAIDSolicita@usaid.gov in **MS Word format**. The deadline for receiving questions is **December 19, 2019 at 4pm (ET) Washington D.C.** No questions shall be accepted after this date. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation shall be amended. Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding. All questions received by USAID/Uganda and responses to these questions shall be posted on www.beta.SAM.gov.

Only 11-point Times New Roman font may be used, with each page numbered consecutively at the bottom of the page. Page margins must be a minimum of one inch at the top, bottom and each side. The font used in tables and charts may be adjusted as appropriate but must be no smaller

than 9 point.

(d) Preparation of e-mails containing Offeror Proposals:

1. Each e-mail must be 4MB or less in size
2. Offerors must provide proposals in compatible MS Word (or PDF with Optical Character Recognition) and budgets as text accessible, Unlocked Excel spreadsheets.
3. Zipped files will not be accepted.
4. The subject line of the email must state whether the email relates to the technical or cost proposal, and include the solicitation number, Offeror name and the desired sequence of multiple attachments (e.g. "no. 1 of 4", etc.). The following is an example of the subject line of an email for submission of the technical proposal, "***72061720R00004**, Smith Co, Tech, Email 1 of 5*."

(e) The designated office or Government installation for receipt of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any proposal not received by the closing date and time will be handled in accordance with FAR 52.215-1.

(f) The Technical Proposal and Cost Proposal must be separate from each other. Technical Proposals must not make reference to pricing data.

(g) Government Obligation - The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

L.7.1 General Technical Proposal Instructions

1. Offerors must organize the Technical Proposal to follow the technical evaluation factors listed in Section M.

2. The Technical Proposal is limited to the page limitations as shown below. Information submitted over the page limitations indicated will not be evaluated. The Technical Proposal shall not exceed **40** pages of which **25** pages must be allocated for the Strategic and Technical Approach.

3. Offerors must use 8.5 by 11 inch (210 mm by 297 mm) paper, single spaced, Times New

Roman 11 point font, and have margins no less than one inch on the top, bottom, and both sides. Number each page consecutively, including the pages in annexes or attachments. Annexes, attachments, section headers, maps, charts, graphs, or exhibits may use a font size other than Times New Roman size 11 point, as long as they are legible without magnification.

4. The Technical Proposal must be entirely separate from the Cost Proposal and it must not include cost or price information.

5. All critical information from appendices, annexes, or attachments must be summarized in the Technical Proposal. All relevant annexes, charts, tables, figures, etc. must be referenced in the proposal content within the stated page limit. A page in the Technical Proposal that contains a table, chart, graph, etc. not otherwise excluded below is included within the stated page limitation. The front and back sides of a single sheet must be counted as two pages when information is provided on both sides.

6. The Technical Proposal in response to this RFP must address how the Offeror intends to carry out the Statement of Work contained in Section C, by responding to specific factors that are representative of the work to be performed. The responses of offerors must also reflect a clear understanding of the work to be undertaken and the responsibilities of the parties involved. Merely repeating the Statement of Work without sufficient elaboration must not be considered responsive. The Technical Proposal must be specific, complete and presented concisely. The Offeror must take into account the technical evaluation factors and sub-factors found in Section M. USAID may integrate sections of the Offeror's technical proposal in the final statement of work where applicable.

The Technical Proposal must include the following information:

a. Cover page (not to exceed 1 page).
b. Executive Summary (not to exceed 2 pages): The Executive Summary must be a succinct synthesis of the key features of the Offeror's strategy, proposed technical approach (including expected outcomes and results), key personnel candidates, management approach and staffing plan, and past performance information.
c. Table of Contents (not to exceed 2 pages) and should outline the format of the proposal.
d. Acronym List (not to exceed 2 pages)
e. Factor 1: Strategic and Technical Approach (Not to exceed 25 pages)
f. Factor 2: Key Personnel Qualifications/Experiences (annex C and D)
g. Factor 3: Management Approach and Staffing Plan (Not to exceed 15 pages)
h. Factor 4: Past Performance (No page limit, please be concise)

Below is a summary of the Annexes that must accompany the Technical Proposal. **No additional annexes or attachments will be accepted:**

Annexes

A. Draft Activity Monitoring Evaluation and Learning Plan (AMELP) (not to exceed 10 pages)
B. Draft Year One Annual Work Plan (not to exceed 2 Pages)
C. Resumes of Proposed Key Personnel (not to exceed 3 pages per resume plus not to exceed 1 page for each Position Description)
D. Key Personnel Letters of Commitment (not to exceed 1 page per letter)
E. Organizational Chart and Staffing Plan Matrix (not to exceed 5 pages)
F. Subcontracting Plan (not to exceed 8 pages)
G. Past Performance Information (no page limitation, please be concise)
H. ESRS and Small Business Utilization (no page limitation)

L.7.2 Technical Proposal Format

The Technical Proposal must conform and include the following information:

- The Cover Page must contain the following information:
    - Title: Integrated Child and Youth Development Activity
    - Solicitation Number: 72061720R00004
    - Name of the Offeror
    - Offeror Data Universal Numbering System (DUNS)
    - Offeror Taxpayer Identification Number (TIN)
    - Offeror contact person, address, telephone number, and email address. Offerors are to acknowledge whether the contact person is the person with authority to contract for the offeror, and if not, that person should also be listed along with their contact information.
    - Name(s) of any consortium members/partnership
    - Proposed Subcontractors listed separately, with Subcontractor DUNS and TIN listed.
    - Signature of Offeror's authorized negotiator.

CONTENT:

Factor 1 – Strategic and Technical Approach

In the Technical and Strategic Approach, the Offeror must address the requirements outlined in the Statement of Work, Section C - Description / Specifications / Statement of Work and Section

J - List of Attachments. This subsection should describe in detail the proposed technical strategy and approach and comprehensively address how the Offeror will achieve the OVC service delivery requirements of the activity, the linkages to clinical services, and various education support services as required by the SOW. The Offeror must provide a comprehensive yet concise summary of the proposed overall technical approach, including a compelling analysis of the problem that describes an in-depth understanding of the unique challenges facing children and youth in the Uganda context, including relevant GOU policy and institutional frameworks and their alignment with USG policy objectives as outlined in key strategy/policy documents; including the USG Strategy on International Basic Education, the USAID Education Policy, the USAID Journey to Self-Reliance policy and the PEPFAR Local Partner transition requirements. The Offeror must clearly describe technically sound, evidence-based and logical interventions that the Offeror and local-partner(s)/subcontractor(s) will perform under each objective and task to achieve the results related to child wellbeing, education, and youth development in the SOW. Offerors must propose their own theory of change (TOC) based on the illustrative development hypothesis that if the three ICYD Activity objectives are achieved then Ugandan children and youth, especially the most vulnerable, will receive the support and services necessary to lead resilient, healthy and productive lives. The TOC must explain how the five (5) mandatory Tasks of the SOW and any additional Tasks will be used to achieve the ICYD goal. The five SOW Tasks are minimum and mandatory, but Offerors may propose additional work streams and or complementary approaches to enhance the achievement of the desired results. The Offeror must propose approaches that leverage collaboration and synergies with PEPFAR and other partners including the integration of education and OVC service delivery activities in core implementation geographic zones and expanded/national coverage of key systems strengthening interventions. The Offeror's proposal must focus on the integration of technical sectors, lasting partnerships between Ugandan institutions, and local ownership and transition to Ugandan-led development in its response to this SOW. The Strategic and Technical approach must address coordination with and capacity building of relevant local government institutions and personnel in order to strengthen local structures to address issues contributing to household vulnerability. The Offeror's proposal must describe a Work Plan, and a Monitoring and Evaluation (M&E) framework for ICYD that includes data-driven learning and adaptation, and continuous identification, diagnosis and successful resolution of implementation challenges to be applied and systematized to all technical areas for efficient adoption of effective practices. Proposals must include innovative approaches and activities that will enhance the sustainability of objectives and results after the end of the contract period.

The Offeror will submit the following as annexes to the Technical Approach. The annexes must be submitted in the order noted in L.7.1 but are described here.

<u>Factor 1 Annex A:</u> Draft Activity Monitoring, Evaluation and Learning Plan (not to exceed 10 pages).

The Offeror must propose an Activity Monitoring, Evaluation and Learning Plan (AMELP) that can track activity progress by objective for the purpose of management and technical oversight and in meeting PEPFAR and USAID reporting requirements. The AMELP will effectively track ICYD inputs and outputs and achievement of performance outcomes over the contract's life. The AMELP must identify core indicators for every result and intermediate result/outcome and provide preliminary five-year performance indicator targets for these core indicators. The monitoring and evaluation approach will build on the performance indicators required by USAID and PEPFAR, and add any additional indicators proposed by the Offeror. At a minimum, the AMELP, as described in Section F.4 must identify appropriate activity indicators for each level of the results framework (in the Offeror's TOC), show data sources, and describe how data will be collected/collated/acquired, analyzed and presented to regularly inform performance. Performance targets must be achievable and sufficiently within the Offerors manageable control.

Factor 1 Annex B: Draft Year One Workplan (one spreadsheet, not to exceed 2 pages).
The Offeror must develop a draft work plan for year one of implementation of the technical scope of the ICYD Activity. The work plan must outline the Offeror's proposed technical approaches, by objective, and illustrative timing of implementation.

Factor 2 Key Personnel Qualifications/Experiences

The contract resulting from this solicitation will include a Key Personnel clause. Key Personnel are those individuals whose performance is critical to the success of the contract. Offerors must identify the individual proposed for each key position and submit a complete and current resume for the proposed candidate for each position. These resumes must highlight information to demonstrate the qualifications listed in Section F.8. The work experience should be presented chronologically and must contain sufficient details to enable the technical review team to evaluate the qualifications and appropriateness of technical background and academic credentials. In addition, the Contractor should specify the qualifications and abilities of other key staff relevant to successful implementation of the proposed technical approach. Key Personnel must be qualified professionals in their respective fields with relevant and significant experience, background and education. Additionally, each Key Personnel must possess strong relevant technical expertise (for each particular position) and demonstrated successful performance in similar positions under projects of similar size, nature, complexity and country context. The Key Personnel team must have complementary skill sets and technical expertise, balancing the need for overall management and technical direction in the different technical components of the contract. All Key Personnel must possess excellent interpersonal skills, excellent communication skills (verbal and written), outstanding management skills (including ethical management), resourcefulness, flexibility, and creative problem-solving skills. The Contractor should also indicate its strategy to retain Key Personnel throughout the life of the activity, as well as its contingency plan in the event any of the Key Personnel leaves the activity.

Key personnel is one of the evaluation factors of this solicitation and Offerors are expected to review and ensure that the Key Personnel evaluation sub-factors stated in Section M.2 are considered in their proposal of candidates for Key Personnel positions.

Factor 2 Annex C: Resumes of Proposed Key Personnel (not to exceed 15 pages).
The Offeror must include complete and current resumes of all proposed Key Personnel. Resumes must not exceed three (3) pages in length, for each key personnel and will be in chronological order starting with the most recent experience. Resumes must clearly demonstrate how proposed key personnel meet or exceed minimum requirements described in Section F.8 (for USAID required positions). Each resume must include three past performance references (including their most recent supervisor), with telephone numbers and email contact information. USAID will conduct Key Personnel reference checks. USAID reserves the right to contact other references not provided by the Offeror.

Factor 2 Annex D: Key Personnel Letters of Commitment (not to exceed 5 pages).
The Offeror must include as part of its proposal a signed statement for each individual proposed as Key Personnel, confirming their present intention to serve in the stated position and his/her present availability to serve for the term of the proposed contract. Offerors must indicate the dates that each Key Personnel candidate is available to start work full-time on the contract.

Factor 3 - Management Approach and Staffing Plan

The Management Approach must describe how the Activity will be organized to assess the progress of the tasks and use the complementary capabilities of all subcontractor(s)/local partner(s) most effectively and efficiently. The Offeror should provide information on the roles and responsibilities of each subcontractor and include lines of authority, decision making and communication among the Contractor and all proposed subcontractor(s)/local partner(s) in order to utilize the technical expertise/strengths of each. The Offeror must propose strategies and methodologies that will demonstrate how it will identify, select and build the capacity of core local OVC service delivery partners, including metrics and milestones for supporting and measuring progress in the strengthening and building of the institutional and technical capacities of local OVC service delivery partners towards transitioning from subcontractors to USAID prime awardees. The Offeror should provide information on its organizational capability, describing the contractor's capabilities in implementing activities/programs similar in size and scope to the one proposed, noting that ICYD activities will be designed, implemented and reported across different sub-sectors, including basic education, child protection, youth development and higher education. The Staffing Plan must include Key Personnel (KP) and other technical and support staff with an appropriate balance of skills and expertise describing the respective technical and/or management roles and expected contribution of key technical and

support staff to the achievement of ICYD results, including the lines of authority and communication. The Offeror should include a Mobilization Plan to describe how Key Personnel and other key professional staff will be mobilized and how it will complete the establishment of the necessary operational and implementation structures in the shortest possible time, following contract award.

Mobilization Plan - The mobilization plan must include a plan for rapid start-up of activities covering the first 90 days of the Contract. It must also address benchmark technical, management, and logistical (vehicle, office space, etc.) requirements that include: planning and schedule for the prompt mobilization of the Chief of Party (COP), other expatriate staff, and other key personnel

Factor 3 Annex E: Organizational Chart and Staffing Plan Matrix (Not to exceed 5 pages).
The Offeror must submit an organizational chart showing lines of reporting among long term team members. A second chart must demonstrate the relationship between the Offeror and other offices (e.g. Offeror's headquarters office, USAID, other partners, etc.).

Factor 3 Annex F: Subcontracting Plan (not to exceed 8 pages).
If the Offeror is other than a small business, it must submit a Subcontracting Plan. Submitted Plans must address subcontracting with small businesses, veteran owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall contract.

Factor 4 - Past Performance does not have a page limit; offerors are encouraged to be concise. (Reference Section M.2.4 for evaluation criteria), Offerors must address the following in their response to this factor.

a. The Offeror (including all partners of a joint venture) must provide performance information for itself, the Contractor teaming arrangements, if any, and each major Subcontractor (a major Subcontractor is one whose proposed cost exceeds 20% of the offeror's total proposed cost) in accordance with the following:
    1. The deadline for receiving **Past Performance (INFORMATION ONLY) is January 17, 2020 at 4pm (ET) Washington D.C**.
    2. List in **Annex G** (*Past Performance Information template provided in the solicitation i.e. attachment J.4*) up to five of the most recent (within the past 3 years) and relevant awards (being contracts, or orders, or cooperative agreements) for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity.
    3. For all contracts listed above that are not in CPARS, provide a list of contact

names, job titles, mailing addresses, phone numbers, email addresses, explanation of relevance to the proposed acquisition and a description (attachment J.4) of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

(USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.)

b. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

c. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

d. Performance in using Small Business (SB) concerns (as defined in FAR 19.001).
   (1) This section (section d) is not applicable to offers from small business concerns.
   (2) As part of the evaluation of performance in Section M.2.4 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
   (3) In order for USAID to fully and fairly evaluate performance in this area, all Offerors who are not small business concerns must do the following as **Annex H** to their technical proposal:
      (A) Provide a narrative summary of your organization's use of small business concerns over the past three (3) years. Describe how you actually use small businesses - as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed - substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB

incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (a), provide a list of the five (5) largest federally awarded contracts or task orders over the last three (3) years for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

(C) Provide the names and addresses of three (3) SB concerns for USAID to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and email address for each.

L.8 COST PROPOSAL INSTRUCTIONS

The cost proposal must be submitted under separate cover from the technical proposal. While there is no page limitation, Offerors are encouraged to be as concise as possible while still providing the necessary detail to address the solicitation requirement. Offerors must provide workable (EXCEL) detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness. All spreadsheets must be submitted in Excel format as unlocked spreadsheets with unlocked formulas – this means spreadsheets must not be password protected. The cost proposal must include all costs necessary to implement the strategy and activities described in the Offeror's technical proposal. This includes, but is not limited to, costs related to implementation and validation of activities, geographic data collection and reporting, environmental mitigation, branding and marking, and security of personnel and assets. The cost proposal should be inclusive of Value Added Tax (VAT). The VAT must not be a separate line item, but rather rolled into the unit cost (e.g., the cost of the computer budgeted under Equipment should be inclusive of VAT).

The cost proposal consists of the following **nine (9) parts**:

Part 1 - Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

Part 2 - Proposed Costs/Prices

(1) Summary Budget - The Offeror must submit a summary budget for the five (5) years of

performance. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately as synopsized under Attachment J.6 and then offer the program total for the entire contract, item for item in the last column of the spreadsheet. **The summary budget must be formula driven and roll up from the detailed tabs.**

(2) Detailed Budget - The Offeror must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spreadsheet. The Offeror must include in the budget all anticipated costs for branding and marking and environmental compliance. **The detailed budget must be formula driven with unlocked cells and visible formulas. Please note that all budgets for Subcontractors must be linked to the summary budget.**

Please note, pursuant AAPD 17-01 "Defense Base Act (DBA) Insurance for 2015-2020", Uganda does not have an active DBA waiver, and therefore DBA is required for all expats, TCNs, STTA and local staff members. As such, please remember to include DBA insurance for staff who will be based or STTA in Uganda, including cooperating country nationals (CCNs) and third country nationals (TCNs) in any budget submitted. Additionally, as DBA insurance covers workers compensation, any inclusion of workers comp in the fringe rate for local staff will be considered a duplicate cost.

(3) Budget Narrative - The Offeror must submit a detailed budget narrative that supports item for item of the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified. Offerors must submit the following information:

- Organization's TIN and DUNS number.
- Required certifications, assurances, and other statements as required in Section K, and sign and date on the last page in the space provided.
- A copy of the most recent Negotiated Indirect Cost Agreement for the prime and all proposed subcontractors (if applicable).
- Signed Contractor Employee Biographical Data Sheets (USAID Form 1420-17) for all the identified personnel.

(4) Budget Elements - The following is the minimum information required in the budget and budget narrative:

(A) Labor- Salaries and wages must be proposed in accordance with the Offeror's personnel policies. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long term, short term expatriates and for all short term and long-term cooperating country personnel being proposed (see Attachment J.5). Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable.

(B) Fringe Benefits - If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the proposal must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

(C) Allowances - Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies. There are allowance limits established by the U.S. Department of State for Uganda. The list of allowances can be accessed at this link: https://aoprals.state.gov/Web920/location.asp?menu_id=95.

(D) Travel, Transportation, and Per Diem - The proposal must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per Diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

(E) Equipment and Supplies- A list of proposed equipment and other non-expendable property purchases must be presented with information on the type of equipment, the estimated unit cost, the number of units to be purchased. Specific information regarding the type of expendable supplies and other materials to be purchased must be presented. Information presented must include: unit cost and quantities to allow an assessment of the realism and reasonableness of these costs.

(F) Other Direct Costs - This includes report preparation costs, passports and visas fees, medical

exams and inoculations, as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs. If seminars and conferences are included, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs. Offerors are encouraged to review ADS 302.3.5.8 Defense Based Act Insurance (https://www.usaid.gov/ads/policy/300/302) and AAPD 16-04 Defense Based Act Insurance for 2015-2020 found at https://www.usaid.gov/sites/default/files/documents/1868/AAPD16-04.pdf.

(G) Subcontracts – This section should include any subcontracts, other than construction, that the Offeror intends to award. This could include awards with consortium members. Offeror must provide information sufficient to determine the reasonableness of the cost of each proposed subcontract. Similar information as submitted by the prime offerors on the cost proposal must be provided for all Subcontracts. Offerors included in the competitive range will be required to submit a small business subcontracting plan in accordance with FAR Part 19. This section is exclusively for the cost of the subcontract and must not include costs related to management or oversight of the subcontract.

(H) Grants Under Contract – At the time of grant award, Offeror must provide information sufficient to determine reasonableness of costs proposed for each grantee. Detailed information documenting basis for proposed costs (including Indirect Costs) must be provided in the budget narrative. This section is exclusively for the cost of the grant and must not include costs related to management or oversight of the grant. Offerors must include a Plug-in figure of $2,500,000 for Grants under Contracts as part of their Total Estimated Cost. While the total dollar amount is fixed, the break down by year may vary based on the annual work plan.

(I) Indirect Costs – The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instructions below if your organization does not have a NICRA. Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

(i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

- Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include details of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

- The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with CAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

(K) Fixed Fee - In accordance with FAR 15.404, fee must be explained based upon the applicable factors of technical, management, support for Federal socioeconomic programs,

contractor cost risk, contractor effort, and cost control and other past accomplishments, independent development, and capital investments. Any additional factors may be discussed as a basis for fee.

The following must be submitted as annexes to the Cost Proposal

Part 3- Representations, Certifications, and Other Statements of Offerors
Part 4- Policies and Procedures (To be submitted upon request from the Contracting Officer)
Part 5- Joint Venture Information
Part 6- Evidence of Responsibility
Part 7- Letters of Commitment (Subcontractors)
Part 8- Information to Support Consent to Subcontractors
Part 9- Information Concerning Work-Day, Work-Week, and Paid Absences

Part 3 - Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor must complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided and submit as an Annex to the cost proposal.

Part 4 - Policies and Procedures

Upon request of the Contracting Officer, the Offeror will submit policies and procedures, especially regarding salary scales, fringe benefits, merit increases, promotions, leave, differentials, travel, procurement and per diem, etc., as they relate to this project and the CO may determine that a pre award survey is necessary (see FAR 9.106).

Part 5 - Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or

omissions of the other.

Part 6 - Evidence of Responsibility

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer must comply with FAR 19.6. Accordingly, prime Offerors must seriously address each element of responsibility. To be determined responsible, the Offeror must:

(1) Have adequate resources, including financial, facilities, equipment and personnel, to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

(2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). An Offeror will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

(4) Have a satisfactory record of integrity and business ethics;

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104- 3(a)); and

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business subcontracting, etc.).

Part 7 - Letters of Commitment (Subcontractors)

Offerors are not required to attach letters of exclusive partnership commitments with local partner organizations. Local organizations may be included in consortium arrangements with one or more Offerors.

Part 8 - Information to Support Consent to Subcontractors

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the CO for consent of subcontractors to be granted with the initial award.

Part 9 - Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The Offeror and each proposed major subcontractor must indicate the number of hours and days in its normal workday and its normal workweek, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor must indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors must describe their core workday and work week policies.

(3) The workday and work week policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at the time of award will remain enforced throughout the period of the award.

L.9 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS

In accordance with Section D of this solicitation, the Offeror, must submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP) if selected for competitive range. The BIP must be included in and made a part of the resultant contract. The BIP must be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP must make the Offeror ineligible for award of a contract. The cost proposal must include all estimated costs associated with the BIP and the MP.

The BIP and MP will not be part of the technical evaluation. Branding Implementation Plan and Marking plans will be requested of offerors in the competitive range.

Branding Implementation Plan (BIP): It must describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the Contractor will use to deliver the message that the assistance is from the American people. More specifically, Branding Implementation Plan must address the following:

1. The Offeror is encouraged to propose an activity name that conforms with the USAID Graphic Standards Manual and Partner Co-Branding Guide (pg. 39) discouraging use of acronyms (https://www.usaid.gov/sites/default/files/documents/1869/USAID%20Graphics%20Standards%20Manual%20and%20Partner%20Co%20Branding%20Guide%20February%202016.pdf
2. How to incorporate the message, "This assistance is from the American people jointly sponsored by USAID and the Government of Uganda," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
3. How to publicize the program, project, or activity in Uganda and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, web casts, e-invitations, or other emails sent to group lists, such as participants for a training session, blast emails, or other Internet activities, etc.
4. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people and is jointly sponsored by USAID and the Government of Uganda, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP): The Offeror must develop a MP to enumerate the public communications, commodities, and program materials and other items that visibly bear or must be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of Contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Offerors are advised to submit their best technical and cost proposals in the initial offer.

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible offeror whose proposal represents the best value to the U.S. Government. The "best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical and cost factors.

(c) The submitted technical information will be evaluated by a Technical Evaluation Committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offeror, the Government will consider the written qualifications/capability information provided by the Offeror, and any other information obtained by the Government through its own research.

(d) The Government's goal is to make an award to the offeror whose proposal represents the best value to the government, technical and cost factors considered. Technical evaluation factors are considered significantly more important than cost/price factors. Between proposals of equally high quality, cost will be a more important consideration in the selection of a successful Offeror. Nevertheless, the Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the best interest of the Government.

M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Technical Evaluation Committee (TEC) will evaluate the Offerors' technical proposals using the following factors in descending order of importance with the first criteria as most important. The evaluation sub-factors under each evaluation factor will be weighted equally. Offerors should note that these factors serve as the standard against which all technical proposals will be evaluated and serve to identify the significant matters which Offerors must address.

FACTORS	**Technical Evaluation Criteria**
Factor 1	Strategic and Technical Approach
Factor 2	Key Personnel Qualifications/Experiences
Factor 3	Management Approach/Staffing Plan
Factor 4	Past Performance Information

M.2.1. Factor 1: Strategic and Technical Approach

USAID will evaluate the quality of the Offeror's strategic and technical approach based on the extent to which the Offeror's proposal (each sub-factor will be weighted equally):

a) Comprehensively discusses the development and political context in proposing a Theory of Change that identifies activities, methodologies and targets that are logical, feasible and appropriate in achieving the goals and objectives of the ICYD Activity as outlined in Section C of the RFP and appropriately reflected in the Offeror's draft Year 1 work plan.

b) Clearly articulates a structured approach to build capacity, ownership, and commitment of local partners, including Government of Uganda, civil society, and the private sector, to gradually assume greater responsibility in developing, financing and delivering services that support Ugandan children and youth to lead resilient, healthy, and productive lives.

c) Presents a feasible approach for the integration of services across ICYD Activity's technical sectors of basic education, child protection and OVC service delivery, and empowerment of vulnerable youth populations, in the design and execution of implementation strategies and how the expected development results across the different technical sectors will collectively lead to the achievement of the development changes and impacts as articulated in the Offeror's theory of change.

M.2.2. Factor 2: Key Personnel Qualifications/Experiences

USAID will evaluate the quality and suitability of the proposed Key Personnel candidates based on the extent to which the Offeror (each sub-factor will be weighted equally):

a) Proposes Key Personnel candidates who possess the required qualifications and experience levels for their proposed positions as described in Section F. The required Key

Personnel detailed in Section F.8. will be assessed on the appropriateness of their academic background, knowledge, expertise and experience working on activities similar to their designated duties and responsibilities for the ICYD Activity and on their success managing and performing in similar roles. All the Key Personnel detailed in Section F.8 are required and each candidate is expected to either meet or exceed the requirements set for each position as indicated therein.

b) Identifies a Key Personnel team that demonstrates a balance of skills and expertise between the basic education and PEPFAR programming components of the ICYD Activity.

M.2.3. Factor 3: Management Approach/Staffing Plan

USAID will evaluate the quality of the Offeror's Management Approach and Staffing Plan based on the extent to which the Offeror's proposal (each sub-factor will be weighted equally):

(a) Clearly articulates the roles and responsibilities, communication arrangements within the local office and satellite offices (if established) as well as home office backstops (including specific functions, management, and decision-making authorities) and approach and timeframe for mobilizing. This includes clearly explaining proposed subcontractors' organizational capacity, experience and expertise for identified role(s) in ICYD implementation.

(b) Includes an organizational chart that identifies sufficient positions necessary to achieve expected results. The organizational chart and positions proposed must demonstrate a balance between technical and managerial functions, as well as between the basic education and PEPFAR programming components of the ICYD Activity.

(c) Demonstrates how it will effectively support local core OVC service delivery partners to coordinate with facilities, community entities and local government structures providing and/or overseeing the delivery of HIV and other household vulnerability services, if applicable.

(d) The degree to which the Offeror convincingly demonstrates how the proposed strategies or approaches will ensure cost containment as well as fraud, waste, and abuse mitigation, including oversight of grants under contract and subcontracts.

M.2.4. <u>Factor 4: Past Performance Information</u>

This factor will be evaluated as follows:

a. The Past Performance information will be used for both the responsibility determination and best value decision. USAID may use past performance information obtained from other sources than those identified by the Offeror/Subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided by the Offeror in response to this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

b. Adverse past performance information, to which the Offeror has not previously had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.

c. USAID will review past performance information submitted by each offeror and independently determine the relevancy as it relates to services under this solicitation. USAID is not bound by the offeror's opinion of relevancy. USAID may give more weight to performance information that is considered more relevant and/or more current.

d. The Contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
    (1) Technical - including quality of product or service and consistency in meeting goals and targets;
    (2) Cost Control - including forecasting costs as well as accuracy in financial reporting;
    (3) Schedule - including the timeliness against the completion of the contract, task orders, milestones, delivery schedules and administrative requirements (e.g. efforts that contribute to or affect schedule variance);
    (4) Management or business relations - addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified.
    (5) Regulatory compliance - including compliance with all terms and conditions in

the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).

(6) Utilization of Small Business - for prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

e. An Offeror's performance will not be evaluated favorably or unfavorably when:
   (1) The offeror lacks relevant performance history,
   (2) Information on performance is not available, or
   (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.

M.3 COST PROPOSAL EVALUATION

USAID/Uganda will not award evaluation points to or score cost proposals and the relative importance of cost is significantly less than technical factors. However, cost proposals submitted will be a selection factor and considered in making a best value determination in accordance with FAR Subpart 15.4. Therefore, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become. Evaluation of the cost proposal will be considered, but will not be limited to, the following:

(a) Cost reasonableness, cost realism and completeness of the cost proposal and supporting documentation. The FAR states that "cost realism means that costs in an Offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's technical proposal," whereas cost reasonableness is an analysis to determine if the price or cost is consistent with what a reasonable person would pay for the same or similar item. Proposals requiring significant adjustments to arrive at probable cost may be construed to lack understanding of the technical requirements and unrealistic and downgraded accordingly. Competition is anticipated to serve as the basis for establishing fairness and reasonableness of cost/price.

(b) Consistency with the technical proposal, demonstrates overall cost control/cost savings evidenced in the proposal (such as avoidance of excessive high salaried personnel, excessive home office staff visits, and other costs in excess of reasonable requirements); and,

(c) Amount of the proposed fee, if any; and, the competitiveness of ceilings for fees and

indirect rates, if any.

USAID will not perform a cost and price analysis for those proposals found technically unacceptable during the technical evaluation or found incomplete/unacceptable in not complying with all of the terms and conditions of the RFP (refers L.5(c)).

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions, to allow an Offeror unfair advantage over those more competitive offers.

(b) In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors as set forth in this solicitation.

M.5 SOURCE SELECTION

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. In using Best Value approach, the Government seeks to award to the offeror whose proposal provides the greatest confidence that it will best meet or exceed the Agency's requirements affordably in a way that will be advantageous to the government. The contracting officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Pursuant to FAR 15.308 the source selection authority's decision shall be based on comparative assessment of proposals against all source selection criteria in the solicitation, and the source selection decision shall represent the SSA's independent judgement.

Note: In accordance with FAR 52.215-1, the Government may award a contract without conducting discussions; except clarifications as per FAR 15.306(a). Offerors are advised to

submit their best technical and cost proposals in the initial offer.

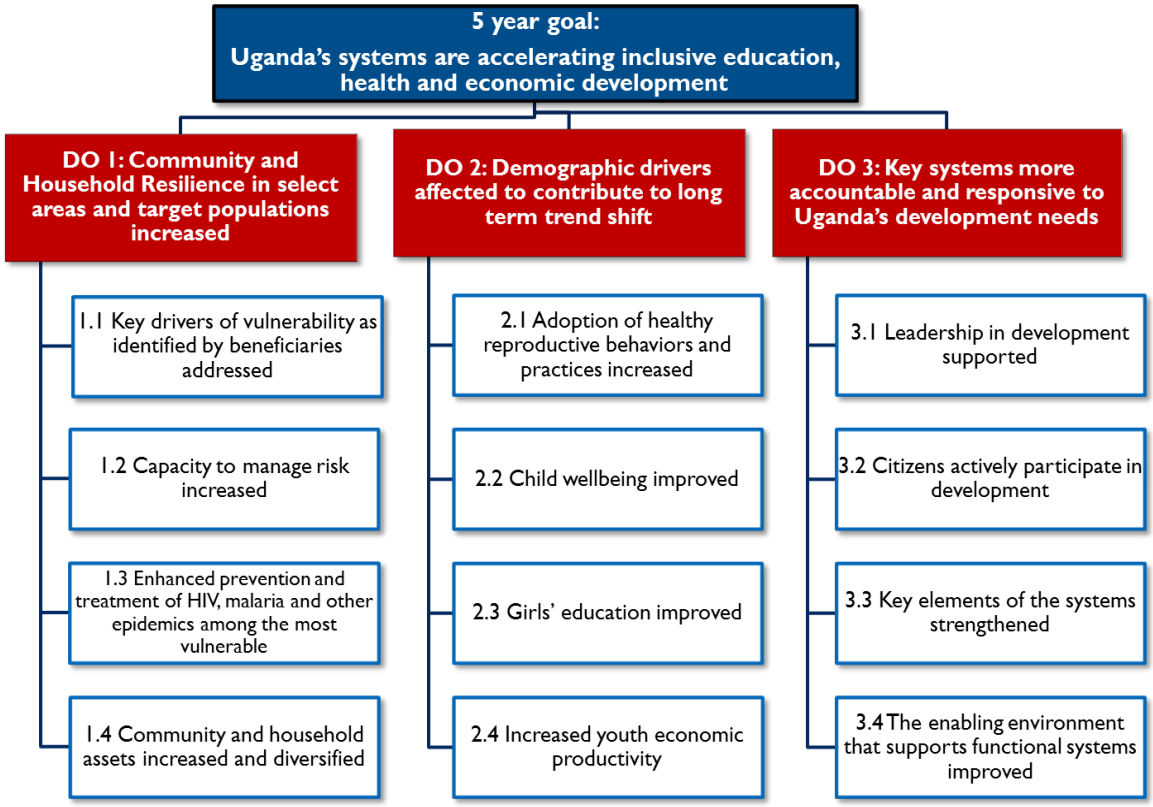
M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this activity, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, Offerors should make every reasonable effort to identify and offer opportunities to small business concerns and disadvantaged enterprises.

[END OF SECTION M]

ATTACHMENTS

ATTACHMENT J.1 USAID/UGANDA RESULTS FRAMEWORK



Successful implementation of the programmatically-integrated CDCS will require a systematic cross-office collaboration that thus far has been uneven and largely dependent upon individual relationships across the Mission. It will also require a more intense approach to strategic collaboration with outside actors including: the Government of Uganda (GoU), the private sector, civil society, other USG agencies, and other donors. It will require:

- Overcoming often entrenched institutional systems, processes and incentives – in the Uganda Mission and Agency-wide – that encourage technical and functional stovepipes;
- Adeptly managing what at times could be crossed or otherwise complex lines of reporting;
- Developing more efficient communication and collaboration channels as well as more streamlined processes in order to provide for the time required for the CLA inherent in USAID/Uganda's approach to integration; and
- Helping Mission offices better understand the perspectives, opportunities, constraints and languages of their sister offices.

To help realize the opportunities implicit in the new CDCS, USAID/Uganda intends to deepen the 'living strategy' approach it piloted in its previous CDCS. The 'living strategy' will be grounded in: (i) a strong learning and analytical agenda; and (ii) deliberately planned pause-reflect-adapt and other stocktaking moments which, together, will drive evidence-based programming and prioritization; facilitate a more timely and nuanced understanding of contextual shifts; better inform program adjustments; and build consensus on the way forward through participatory approaches.

Essential to adhering to the Guiding Principles and, ultimately, to the success of the 2016-2021 CDCS, is the 'Mission of Leaders' organizational development program the Mission has been pioneering since 2012.

ATTACHMENT J.2 USAID POLICY ON DIVERSITY IN THE WORKFORCE, EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

POLICY STATEMENT

The United States Agency for International Development (USAID) is striving to reaffirm its leadership role as the world's premier development agency. As a part of that leadership role, we are committed to achieving and maintaining a diverse and representative workforce within the Agency, free of discrimination, and reflecting the innovation and creativity that diversity can bring to the USAID workplace.

As Administrator, I will assure that this commitment extends to all occupational categories within the USAID workforce. It is USAID's policy to provide equal opportunity in all employment practices regardless of race, color, religion, sex, national origin, age, sexual orientation, disability, marital status, parental status, or political affiliation. One of my top priorities is to foster a culture of inclusion, integrity, dignity, and respect at USAID. We must recognize that the role of each individual is important to the achievement of our organizational goals.

Our human resources programs will reflect equal opportunity in the recruitment, hiring, professional growth, promotion, leadership development, and training of our employees. Our skilled workforce will be representative of the diversity that is America. This principle is based not only on law, but on the moral obligation we have to respect and protect the civil rights of all.

We will assure that the principles of fairness, inclusion, integrity, dignity, and respect apply to employees of all nationalities. USAID's entire workforce will provide an example of what can be accomplished when diverse voices are included. Our human resources management policies and practices will elicit the best from all and will assure that the Agency supports a diverse workforce that is free of discrimination. Sexual harassment, or harassment of any form, is illegal and unacceptable conduct that will not be condoned or tolerated. Managers and supervisors must be alert to issues which might result in allegations of discrimination, and must work together with employees for the prompt and equitable resolution of conflicts.

In order to give concrete expression to our commitment to diversity, equal opportunity, and non-discrimination, the Office of Civil Rights and Diversity (OCDR) is being established, effective January 17, 2010. This new office will be the focal point within USAID for programs and activities in furtherance of diversity, inclusion, and respect for all in the workforce. The Director of OCDR, as the Agency's Chief Diversity Officer, will report directly to me and will serve as the Executive Secretary of the USAID Council on Diversity and Inclusion.

OCDR will implement legal requirements relating to equal employment opportunity and will foster a fair and respectful work environment free of discrimination. It will proactively encourage managers at all levels to support the principles of equity, fairness, and inclusion and to hold their subordinates to the same duties. It will engage USAID bureaus, offices, overseas missions, and employee affinity groups and also collaborate with diversity programs of other agencies and organizations to help foster a climate of diversity, inclusion, and respect throughout the Agency. Employees are free to seek the assistance of OCRD without fear of any reprisal or retaliation.

Information regarding the functions, resources, and services available from OCRD is available at (202) 712-1110. As the new office develops, additional information will be posted on the Agency's website.

Dr. Rajiv Shah Administrator, January 15, 2015

ATTACHMENT J.3 DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2.** Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	**3.** Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: Congressional District, *if known*:	**5.** If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known*:	
6. Federal Department/Agency:	**7.** Federal Program Name/Description: CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9.** Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT J.4 PAST PERFORMANCE

Past Performance Information (PPI)
(TO BE COMPLETED BY THE APPLICANT)

1. AWARD NUMBER:
2. RECIPIENT/ CONTRACTOR (NAME AND ADDRESS):
3. TYPE OF AWARD:
4. COMPLEXITY OF WORK: DIFFICULT _____ROUTINE _____
5. DESCRIPTION, LOCATION, AND RELEVANCY OF WORK:
6. DOLLAR VALUE OF WORK : STATUS: ACTIVE _____ COMPLETED _____
7. DATE OF AWARD: _____ AWARD COMPLETION DATE (INCLUDING EXTENSIONS): _____
8. TYPE AND EXTENT OF SUBAWARDS:———
9. NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS [*OF THE AWARDING CONTRACTING/AGREEMENT OFFICER AND/OR THE CONTRACTING/AGREEMENT OFFICER'S REPRESENTATIVE (AND OTHER REFERENCES AS APPLICABLE)*]:

ATTACHMENT J.5 Contractor Employee Biographical Data Sheet

Form No. AID 1420-17

[See Attached]

ATTACHMENT J.6 Budget Template

[See Attached]

ANNEXES

ANNEX A Map Illustrations Geographic Considerations

Figure A1 illustrates current USAID PEPFAR/OVC coverage.

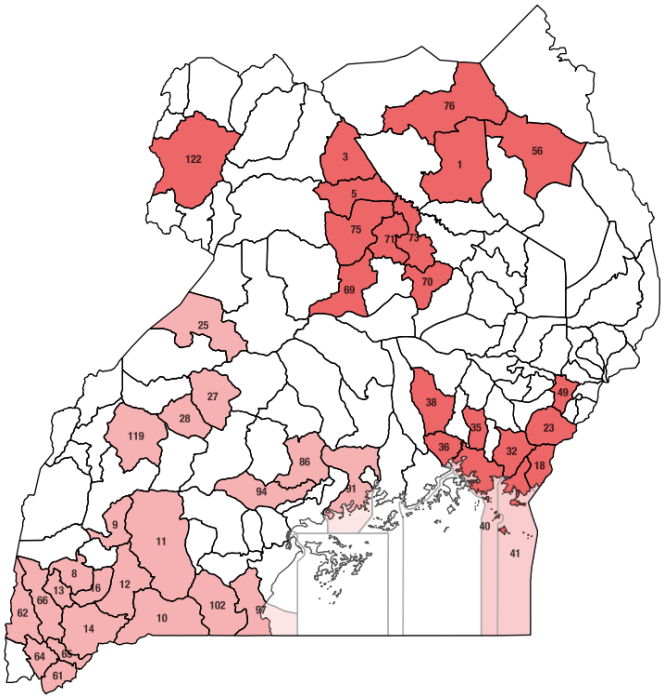


Figure A2 illustrates all PEPFAR/OVC implementation areas across all U.S. Agencies, with all implementation transitioning to USAID over the performance period for ICYD.

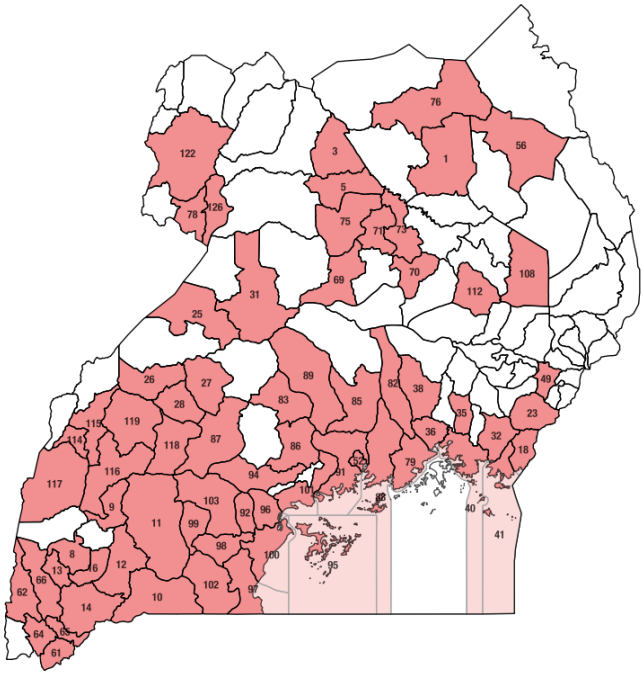


Figure A3 illustrates the six OVC Service Delivery Zones that correspond to PEPFAR clinical regions. This formulation of clinical region groupings will be used for the first time under ICYD.

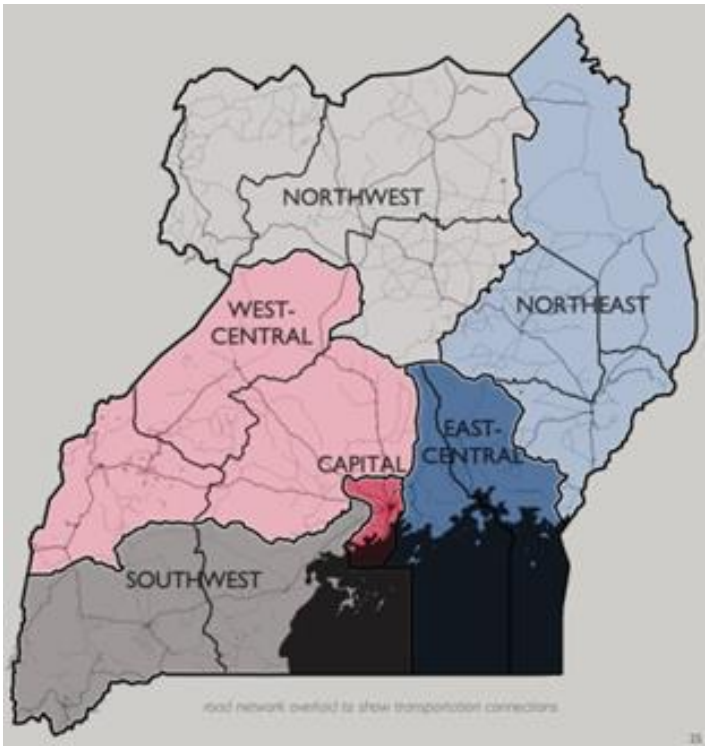


Figure A4 shows the breakdown of current EGR coverage across Uganda

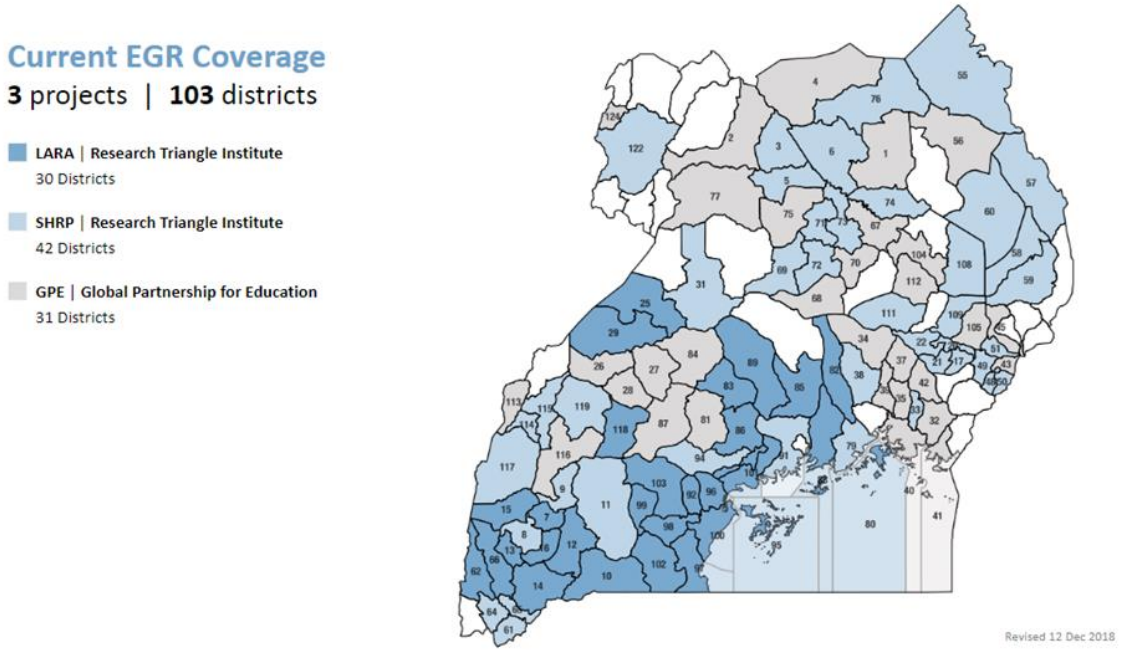


Figure A5 shows the current EGR and SRGBV coverage in Uganda

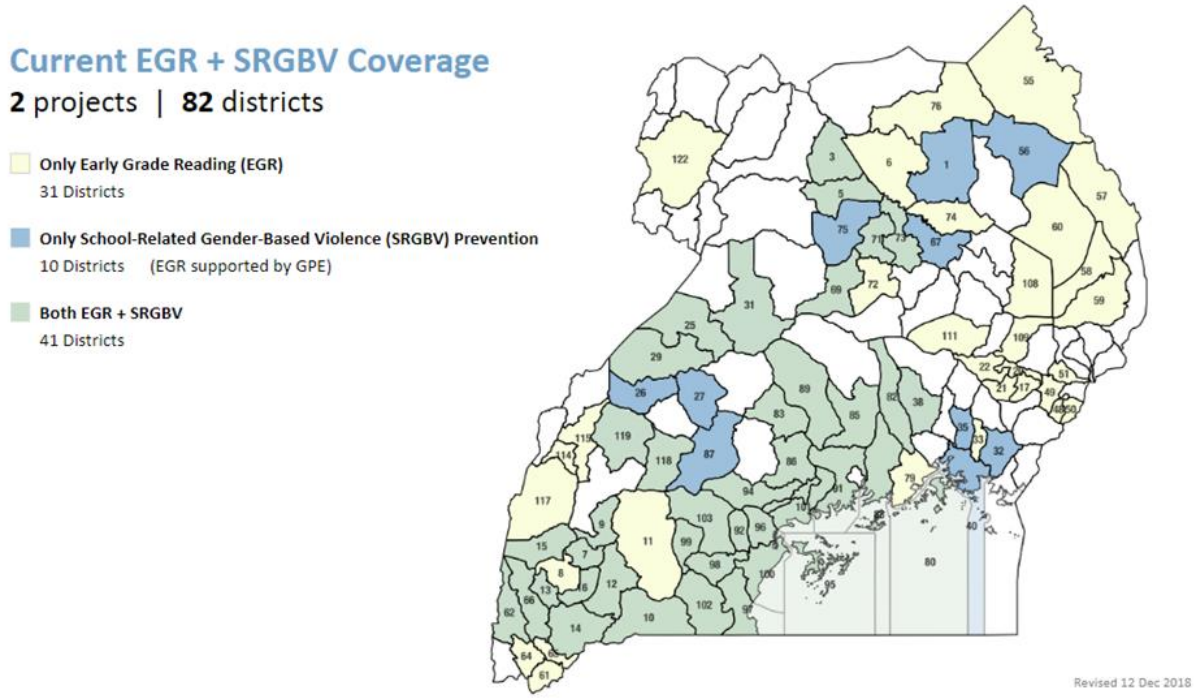
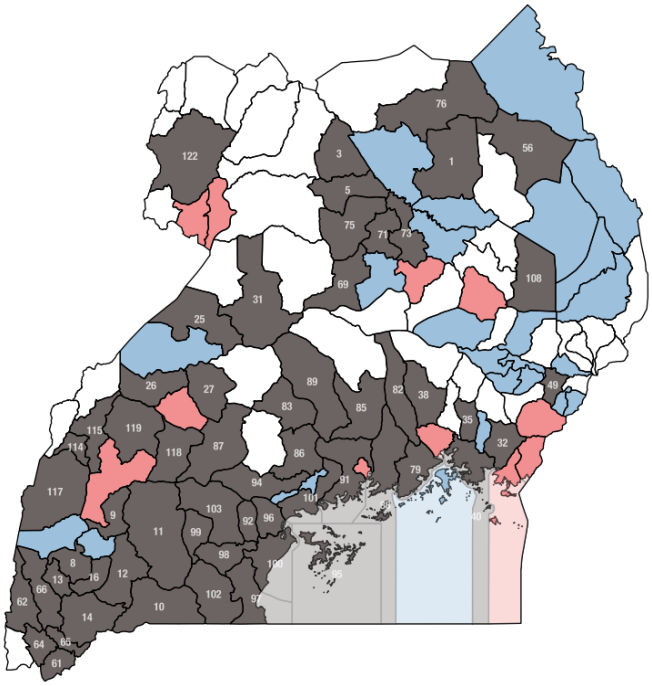


Figure A6 shows the combined education (blue), and PEPFAR/OVC (red) coverage areas.



ANNEX B Minimum Geographic Scope and Timeline Considerations

Table B1 (*attached):* Minimum geographic requirements for Early Grade Reading (EGR), School-Related Gender-Based Violence/Journeys (SRGBV), and OVC Service Delivery (SD) and Technical Assistance (TA) programming. Note that time frame considerations are subject to change based on the award date. Table B1 further represents current basic education and OVC programming in red (left side) and minimum coverage expectations in blue (right side). Bidders are welcome to propose additional coverage beyond these minimum requirements in balance with their proposal for achieving the expected outcomes of this procurement.

All districts at the time of writing are included with numbers associated with district geographies detailed in Maps A1-A6. "Zone" refers to the six service delivery zones. An "x" signifies that education services were/will be delivered in that district. For example, for Kampala (#52), the minimum coverage for ICYD does not include EGR services but will require SRGBV. TA signifies that ICYD will be responsible for providing technical assistance to the service delivery partner. SD signifies that ICYD will be the OVC service delivery partner for that year. CDC or DOD signifies that agency is the service delivery partner for that year. As CDC and DOD mechanisms end, their service delivery zones will transition to USAID (see Tasks 3 and 4 discussions for more information on this transition process).

General Schedule of ICYD direct service delivery:

- Education: Years 1-5, service delivery responsibility in all six (6) geographic zones (North East, North West, West Central, Capital, East Central and South West) remains with ICYD through LOP.
- OVC: Two of six service delivery zones (East Central and South West) start as local partners to provide OVC direct service delivery, as separate direct awards. Remaining four (4) OVC service delivery zones (North East, North West, West Central and Capital) are served by at least four (4) local partners starting under ICYD then phase out:
    - Years 1-5: ICYD provides TA (only) to OVC service providers for two zones (Southwest and East Central).
    - Years 1-2: ICYD provides TA and supports at least four (4) local partners to provide direct service delivery reaching an OVC-served beneficiary target in the four service delivery zones as follows: (a) North East - 12,192 beneficiaries in Years 1 and 2 (each) with an estimated budget of $723,000 per year (total of $1,446,000 for management/administration, TA support and direct service delivery); (b) North West - 77,976 beneficiaries in Years 1 and 2 (each) with an estimated budget of $4,624,000 per year (total of $9,248,000 for management/administration, TA support and direct service delivery); (c) West Central - 60,489 beneficiaries in Years 1 and 2 (each) with an estimated budget of $3,587,000 per year (total of $7,174,000 for management/administration, TA support and direct service delivery); (d) - Capital - 25,919 beneficiaries in Years 1 and 2 (each) with an estimated budget of $1,537,000 per year (total of $3,074,000 for management/administration, TA support and direct service delivery);
    - Year 3: Transition the local partners in the four (4) ICYD OVC service delivery zones to new direct award mechanisms (not budgeted under the ICYD contract).
    - Years 3-5: ICYD continues to provide coordination and technical services to the transitioned holders of the new award to ensure service quality.
    - Years 1-5: ICYD provides OVC national-level and nationwide above-site, data and systems strengthening services.

ANNEX C Funding Considerations

These funding considerations are subject to change and availability; however, represent a maximum yet reasonable projection for planning purposes.

Fiscal Year (FY) 2018:
Development Assistance (DA) - Basic Education $8m
DA - Higher Education $1m

FY2019:
DA - Basic Education $15m
DA - Higher Education $0.8m
Global Health PEPFAR (GHP)-State - PEPFAR/HKID (Orphans and Vulnerable Children) $1m

FY2020:
DA - Basic Education $15m
DA - Higher Education $0.8m
GHP-State - PEPFAR/HKID $14.8m
GHP-State - PEPFAR/HVOP (Other Sexual Prevention) $1m

FY2021:
DA - Basic Education $15m
DA - Higher Education $0.8m
GHP-State - PEPFAR/HKID $14.8m
GHP-State - PEPFAR/HVOP $1m

FY2022:
DA - Basic Education $15m
DA - Higher Education $0.8m
GHP-State - PEPFAR/HKID $5m
GHP-State - PEPFAR/HVOP $1m

FY2023:
DA - Basic Education $15m
DA - Higher Education $0.8m
GHP-State - PEPFAR/HKID $5m
GHP-State - PEPFAR/HVOP $1m

FY2024:
DA - Basic Education $15m
DA - Higher Education $0.8m
GHP-State - PEPFAR/HKID $5m
GHP-State - PEPFAR/HVOP $1m

ANNEX D Portfolio Evaluation Reports

School Health and Reading Program (SHRP) Final Performance Evaluation Report: https://pdf.usaid.gov/pdf_docs/PBAAH455.pdf

School Health and Reading Program (SHRP) Final Impact Evaluation Report: https://pdf.usaid.gov/pdf_docs/PA00KVVB.pdf

School Health and Reading Program (SHRP) Midterm Evaluation Report https://pdf.usaid.gov/pdf_docs/PA00KVVF.pdf

Literacy Achievement and Retention Activity (LARA) Performance and Impact Evaluation Baseline Report: https://pdf.usaid.gov/pdf_docs/PA00TGQQ.pdf

Sustainable Comprehensive Responses for Vulnerable Children and their Families (SCORE) Evaluation Report: https://www.measureevaluation.org/resources/publications/tre-17-002

Sustainable Comprehensive Responses for Vulnerable Children and their Families (SCORE) Ex-Post Evaluation Report: https://pdf.usaid.gov/pdf_docs/PA00TJ6B.pdf

Sustainable Outcomes for Children and Youth (SOCY) Baseline Report I. https://pdf.usaid.gov/pdf_docs/PA00TMHT.pdf

Sustainable Outcomes for Children and Youth (SOCY) Extended Baseline Report. https://pdf.usaid.gov/pdf_docs/PA00TMHS.pdf

Uganda Interagency OVC Portfolio Review and Cost Analysis. https://pdf.usaid.gov/pdf_docs/PA00M3ZM.pdf

ANNEX E Curriculum Considerations

1. Government of Uganda Approved Early Grade Reading Materials
2. Government of Uganda Approved Journeys Curriculum for School-Related Gender-Based Violence
3. Government of Uganda Social Protection Case Management Toolkit
4. SASA!
5. Sinovuyo
6. No Means No
7. SILC/VSLA or similar methodology
8. Farmer Field Schools or similar methodology

ANNEX F Gender and Social Inclusion Analysis

Activity Name: Integrated Child and Youth Development (ICYD) Activity.

Activity purpose/objectives:

1. Children and youth have improved learning outcomes;
2. Children and youth are protected, safe, and healthy in their homes, communities, and learning environments; and,
3. Youth practice positive behaviors and make informed decisions about their lives and relationships.

Date: October 2019

Overview of activity:

Ugandan children and youth, particularly vulnerable populations and girls, face significant barriers to acquiring the skills and assets needed to lead healthy and productive lives and to be resilient in the face of shocks and stressors. Government systems and local institutions have underdeveloped capabilities and commitment to deliver basic education and social protection services. This leads to failures in meeting minimum standards and puts young people's long-term future at risk. As a result, Ugandan families and communities carry a high burden in ensuring the wellbeing, safety and education of children and youth.

Recommendations:

- Develop approaches that will support evidence-based behavior change approaches for diffusing positive norms among communities and youth, support interventions to prevent GBV in schools and communities, approaches for engaging men and boys and, strengthen social capital for youth.
- Track, analyze and report on result indicators in sex, age and disability-aggregated ways in instances in which the Contractor and USAID determine respective indicators are appropriate for gender disaggregation in order to measure the Mission's performance in gender equality, social inclusion and female empowerment.
- Develop a framework to integrate disability inclusion and accessibility into the activity.

Key Findings and Evidence:

- The barriers that deter children from attending primary school vary across and within countries but are often associated with poverty, geographic remoteness, armed conflict, lack of school infrastructure and poor-quality education. Moreover, these obstacles often interact with gender inequality to intensify learning disadvantages for marginalized girls. *UNICEF: Gender and Education June 2018.*
- Despite the favorable legal and policy commitments regarding violence against children, available research by the Ministry of Education and Sports[11], Ministry of Gender, Labor and

[11] MoES, Assessing Child Protection/safety and security issues for Children in Ugandan Primary and Secondary (2013)

Social Development (MGLSD[12]) and other partners, show high levels of violence against children especially girls. For instance, 77.7% of adolescent girls in primary schools and 82% of adolescent girls in secondary schools are reported to have been sexually abused; while 8% have been defiled by teachers. This accounts for high levels of teenage pregnancy at 24% and with child marriage contributing to 25% of adolescent girls dropping out of school; and only 8% of child mothers are supported by parents to go back to school.

- Higher educational attainment for women is associated with substantial increases in earnings; primary education increases earning by 18% (World Bank 2017). Violence against children in homes, schools and communities undermines their growth and development potential. Violence alone is estimated to cost an estimated 0.35% share of GDP of the Ugandan economy.
- Despite gender parity in primary school enrollment, gender issues such as child marriage and GBV in schools affect learning, completion and transition rates for girls. Among the youth, unemployment, and weak social capital affect life prospects. For female youth, unpaid domestic work undermines economic progress. When compared to boys and men, it is globally recognized that gender discrimination and inequitable gender norms are more likely to limit girls' and women's ability to access services, rights, and opportunities. However, despite the privileged position that gender norms assign males, some norms also create vulnerabilities and negative outcomes for boys and men. *MGLSD, National Violence Against Children Survey (2017)*
- Although literacy and numeracy achievement rates are improving in Uganda, it has done little to curb traditional beliefs and superstitions. Access to education for persons with disabilities continues to be blighted by fear of stigma. In addition to stigma and traditional beliefs, poverty and social exclusion remain key barriers to accessing education. Even though the Universal Primary Education (UPE) and Universal Secondary Education (USE) initiatives have eliminated 90% of the educational costs for the students, a lack of adequate mobility devices such as wheelchairs, which in most cases the students pay for themselves, have been a barrier to education.

Consideration for further Gender and Social Inclusion analysis:

More data is needed to understand the precise impact of gender norms on the likelihood of girls and boys being out of school, including the relationship between decisions around child marriage, the withdrawal of girls from school and perceptions of the value of girls' education versus boys' education.

[12] MGLSD, National Violence Against Children Survey (2017)

ANNEX G Illustrative Indicators

Bidders will develop a draft ACTIVITY MONITORING, EVALUATION, and LEARNING PLAN (AMELP) that proposes a set of indicators that support the activity's overall goal and objectives as described in Section C, and that meet the needs of the project for effective management and learning. The table below outlines required performance indicators as outlined in the USAID Education Policy and PEPFAR MER 2.3 Guidance. The table also provides an illustrative list of indicators that could measure progress towards project objectives. The bidder may choose from this menu of indicators in addition to proposing their own indicators that support their creative implementation approaches. Bidders must also develop indicators that measure the sustainability of programming through improved capacity and coordination of child protection, social services, and education sectors.

Goal: *Ugandan children and youth, especially the most vulnerable, receive the support and services necessary to lead resilient, healthy, and productive lives.*

Objectives	Immediately Relevant Tasks	Required Performance Indicators	Illustrative Custom Indicators
1. Children and youth have improved learning outcomes.	Task 1: Build from recent EGR support to MOES and target districts. Task 2: Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school drop-out. Task 5: Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.	ES.1-1: Percent of learners targeted for USG assistance who attain a minimum grade-level proficiency in reading at the end of grade 2 ES.1-2: Percent of learners targeted for USG assistance who attain minimum grade-level proficiency in reading at the end of primary school ES. 1-45: Percent of primary-grade learners targeted for USG assistance who have the appropriate variety of decodable, levelled, AND supplementary readers in the language of instruction with inclusive representation of diverse populations	% of primary teachers' college trainees who achieve the required competency grade-level in the early-grade reading module of the pre-service teacher training curriculum % of teachers/educators who have received in-service training on an approved school-related gender-based violence curriculum % of teachers/educators who have received in-service training on positive discipline teaching methodologies % of students who have access to level and language appropriate books in their classroom Number of children and adolescents, in OVC households, attending and progressing through school % of OVC enrolled primary school age children beneficiaries retained in school % of OVC enrolled primary school age children beneficiaries at grade-7 who successfully transition to secondary school Number of children and adolescents with improved social and emotional skills

			% of learners in USG-assisted schools who are able to read more than 60 words per minute in English in grade-4. % of learners in USG-assisted schools who are unable to read a single word in local language in grade-2.
Objectives	**Immediately Relevant Tasks**	**Required Performance Indicators**	**Illustrative Custom Indicators**
1. Children and youth have improved learning outcomes (cont'd)		ES. 1-48: Percent of learners targeted for USG assistance with an increase of at least one proficiency level in reading at the end of grade 2 ES. 1-49: Number of primary or secondary textbooks and other teaching and learning materials (TLMs) that are inclusively representative provided with USG assistance ES. 1-50: Number of public and private schools receiving USG assistance ES. 2-47: Percent of individuals with improved reading skills following participation in USG-assisted programs ES. 1-6: Number of educators who complete professional development activities	% of over-age students who have access to alternative education services so as to attain basic education skills Primary school dropout rate in districts supported with USG basic education and OVC funds
2. Children and youth are	Task 2: Address primary school retention through a	ES. 1-51: Number of learning environments	% of teachers/educators who have received in-service training on an approved school-related gender-based violence curriculum

protected, safe, and healthy in their homes, communities, and learning environments.	combination of family, community and school-based interventions that address known critical drivers of school drop-out.	supported by USG assistance that have improved safety, according to locally-defined criteria. ES. 4-1: Number of vulnerable persons benefiting from USG-supported social services	% of teachers/educators who have received in-service training on positive discipline teaching methodologies % of caregivers/teachers who agree that harsh physical punishment is an appropriate means of discipline or control in the home or school % of OVC households able to access money to pay for unexpected household expenses
Objectives	**Immediately Relevant Tasks**	**Required Performance Indicators**	**Illustrative Custom Indicators**
2. Children and youth are protected, safe, and healthy in their homes, communities, and learning environments (cont'd).	Task 3: Provide critical OVC services directly for up to two years while building the capacity of local partners to transition to prime awards with USAID/Uganda. Task 4: Provide technical assistance and coordination to OVC service providers in service delivery districts. Task 5: Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.	ES. 4-2: Number of service providers trained who serve vulnerable persons ES. 4-3: Number of USG-assisted organizations and/or service delivery systems that serve vulnerable persons strengthened % reduction of SRGBV as reported by children and youth OVC_SERV - Number of beneficiaries served by PEPFAR OVC programs for children and families affected by HIV (disaggregated by service area: education support, parenting/caregiver programs, social protection (including cash transfer), economic strengthening) OVC service providers will also be required to report	% of schools with safe spaces or school clubs that provide opportunities for dialogue on gender and violence Number of schools/communities with a monitoring system for reporting and accountability. % of Adolescent Girls and Young Women in the OVC program who completed an approved HIV and Violence prevention intervention Number of adolescent girls supported to return to or remain in school % of girls supported by the OVC program who progress to the next year of school % of HIV positive children enrolled in OVC services with suppressed viral load % of enrolled OVC households that complete case plan objectives % of OVC households that graduate, meeting OVC graduation criteria % of OVC households that maintain their reduced vulnerability status at least two years after graduation % of referrals to PEPFAR partners completed with intended outcome % of OVC beneficiaries successfully transitioned to USAID from other PEPFAR implementing agency partners

		against Global OVC Graduation Benchmarks. HTS_TST - Number of individuals who received HIV Testing Services (HTS) and received their test results, disaggregated by HIV result PP_PREV - Number of the priority populations (PP) reached with the standardized, evidence-based intervention(s) required that are designed to promote the adoption of HIV prevention behaviors and service uptake GEND_GBV - Number of people receiving post-gender based violence (GBV) clinical care based on the minimum package	
Objectives	**Immediately Relevant Tasks**	**Required Performance Indicators**	**Illustrative Custom Indicators**
3. Youth practice positive behaviors and make informed decisions about their lives and relationships.	Task 1: Build from recent EGR support to MOES and target districts. Task 2: Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school drop-out. Task 3: Provide critical OVC services directly for up to two	HTS_TST - Number of individuals who received HIV Testing Services (HTS) and received their test results, disaggregated by HIV result PP_PREV - Number of the priority populations (PP) reached with the standardized, evidence-based intervention(s) required that are designed to promote the adoption of	EG.6-2 - Number of individuals with improved skills following completion of USG-assisted workforce development programs % of youth in USG-assisted programs designed to increase access to productive economic resources (assets, credit, income or employment). % of adolescents who agree that forced or coerced sex within intimate partner relationships is acceptable % of adolescents who can correctly identify two methods to prevent the spread of HIV Number of people completing an intervention pertaining to gender norms that meets minimum criteria of an approved and applicable curriculum

	years while building the capacity of local partners to transition to prime awards with USAID/Uganda. Task 4: Provide technical assistance and coordination to OVC service providers in service delivery districts. Task 5: Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.	HIV prevention behaviors and service uptake GEND_GBV - Number of people receiving post-gender based violence (GBV) clinical care based on the minimum package	% of youth with increased positive beliefs about own future at the conclusion of training/programming Number of youth participating in: community decision-making processes, program design, implementation, community service, etc. % of over-age students who have access to alternative education services so as to attain basic literacy and numeracy skills
Illustrative Indicators of for Cross-Cutting Principles			
Family and community engagement increased Public and private institutional and organizational performance improved Institutional commitment increased	Task 1: Build from recent EGR support to MOES and target districts. Task 2: Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school drop-out. Task 3: Provide critical OVC services directly for up to two years while building the capacity of local partners to transition to prime awards with USAID/Uganda.	Number of districts with active coordinating bodies on children and youth development (including representatives from MoES, MLGSD, etc) ES.2-1 - Number of host country tertiary institutions receiving capacity development support with USG assistance ES. 2-46: Percent of individuals who complete USG-assisted workforce development programs ES. 2-52: Number of individuals affiliated with higher education institutions receiving capacity development support with USG assistance ES. 1-12: Number of education administrators and officials who complete professional development activities with USG assistance ES. 2-1: Number of host country tertiary institutions receiving capacity development support with USG assistance Number of national or district officials trained in principles of violence prevention and response	

	Task 4: Provide technical assistance and coordination to OVC service providers in service delivery districts. Task 5: Deliver effective technical assistance and support to MGLSD, MOES and other public/private institutions and organizations to progressively transition OVC service delivery and education improvement from donor support.	Number of communities implementing actions to prevent violence against children ES.1-13 - Number of parent teacher associations (PTAs) or community governance structures engaged in primary or secondary education supported with USG assistance Number of laws, policies, or procedures adopted and implemented with USG assistance designed to promote and improve youth participation at the regional, national, or local level. Increased number of services/facilities with improved child and youth-responsive characteristics at the conclusion of training/programming Increased number of services/facilities with improved gender-responsive characteristics at the conclusion of training/programming % of initiated child protection cases completed Number of social and para-social workers obtaining standardized qualifications % of para-social worker workforce supported by non-donor means (i.e., local public or private sector)

ANNEX H ICYD Climate Risk Screening Matrix

Climate Risk Screening and Management Tool for the Integrated Child and Youth Development (ICYD) Activity

OUTPUT MATRIX: CLIMATE RISKS, OPPORTUNITIES, AND ACTIONS

* = A required element, according to the Mandatory Reference

(a) Interventions	1.1. (b) Description	1.2: Time frame	1.3: Geography	2: Climate Risks*	3: Adaptive Capacity	4: Climate Risk Rating*	5: Opportunities	6.1: Climate Risk Management Options	6.2: How Climate Risks Are Addressed in the Activity	7: Next Steps for Activity Implementation*	8: Accepted Climate Risks*
TASK AREA 1: Build from recent EGR support to MOES and target districts	These aim to improve early grade reading and basic literacy skills by providing materials and other inputs	0-50	National	Extreme weather events (Storms, lightning, floods, and droughts) may affect the learning environment		Low				N/A	None
TASK AREA 2: Address primary school retention through a combination of family, community and school-based interventions that address known critical drivers of school dropout.	These target to increase primary school retention by improving safety in schools, ensuring availability of facilities e.g. latrines, improving attitudes, and supporting some income-generating activities for OVCs	0-50	National	Heavy rains may cause water-borne diseases. Floods may cut off school access roads/ paths. Weather extremes (Storms, lightning, floods, and droughts) may affect the learning environment, food production, income	Technological and climate information capacities of communities are still low	Moderate	UNMA generates seasonal weather forecasts The USAID/Sanitation for health activity operates in a number of districts	Adopting climate-smart and adaptive economic strengthening activities within and around schools. Integrate WASH & environmental protection activities in schools. Install lightning protection equipment. Leverage District and central	None	Integrate the identified climate risk management options into activity design narrative, solicitation, award and work plans. For example, applicants should propose examples of climate-smart and adaptive economic strengthening activities. Leverage district resources and	None

(a) Interventions	1.1. (b) Description	1.2: Time frame	1.3: Geography	2: Climate Risks*	3: Adaptive Capacity	4: Climate Risk Rating*	5: Opportunities	6.1: Climate Risk Management Options	6.2: How Climate Risks Are Addressed in the Activity	7: Next Steps for Activity Implementation*	8: Accepted Climate Risks*
				generation and school attendance. Girls and boys may miss school attendance and drop out owing to water and pasture scarcity respectively. The USAID 2013 *Uganda Climate Vulnerability Assessment Report* identified seasonal variations in rainfall patterns and the likelihood of increased extreme weather events (especially floods and droughts) as key climate stressors. An assessment by **CDKN (2015)** also observed that extreme weather				government resources for complementary school programs.		seek opportunities for co-location and integration with complementary USAID activities. Integrate the risk management options into the activity EMMP	

(a) Interventions	1.1. (b) Description	1.2: Time frame	1.3: Geography	2: Climate Risks*	3: Adaptive Capacity	4: Climate Risk Rating*	5: Opportunities	6.1: Climate Risk Management Options	6.2: How Climate Risks Are Addressed in the Activity	7: Next Steps for Activity Implementation*	8: Accepted Climate Risks*
				events could potentially cause damage to infrastructure.							
TASK AREA 3: Provide critical OVC services directly for up to two three years while building the capacity of local partners to transition to prime awards with USAID/Uganda	HIV and GBV prevention and response; linkages to clinical services; education support services; economic strengthening activities; and HIV support	0-50	National	Weather extremes (Storms, floods, and droughts) may affect some economic strengthening activities **References:** The USAID 2013 *Uganda Climate Vulnerability Assessment Report* The assessment by **CDKN (2015)**	-do-	Moderate	UNMA generates seasonal weather forecasts	Adopting climate-smart and adaptive economic strengthening activities within and around schools.	None	Integrate the identified climate risk management options into activity design narrative, solicitation, award and work plans. Applicants should propose examples of climate-smart and adaptive economic strengthening activities.	None

(a) Interventions	1.1. (b) Description	1.2: Time frame	1.3: Geography	2: Climate Risks*	3: Adaptive Capacity	4: Climate Risk Rating*	5: Opportunities	6.1: Climate Risk Management Options	6.2: How Climate Risks Are Addressed in the Activity	7: Next Steps for Activity Implementation*	8: Accepted Climate Risks*
TASK AREA 4: Provide technical assistance and coordination to OVC service providers in service delivery districts	Technical Assistance to build the capacity of local sub-contractors	0-20	National	None		Low				None	None
TASK AREA 5: Deliver effective technical assistance and support to MGLSD and MOES and other public/private institutions to progressively transition OVC service delivery and EGR in-service training from donor USG support	Technical Assistance to build the capacity of Ministries (MGLSD and the MOES) to mainstream and sustain USAID investments	0-20	National	None		Low				None	None