



Request for Proposals (RFP) No.	RFP-1029-023-003 Makanati Jordan Corporate Diplomacy
Issue Date	September 7, 2023
Project Title	Makanati Jordan Corporate Diplomacy
Amendment Date	
Issuing Office and Email Address for Submission of Proposals	EnCompass LLC-USAID Mkanati Women’s Economic Empowerment and Leadership Activity Makanati_info@encompassworld.com
Instructions for Proposal Submission	Proposals must be submitted via email to Makanati_info@encompassworld.com with the subject “RFP-1029-023--003 Mkanati Jordan Corporate Diplomacy”. The maximum size per email is 22MB.)
Deadline for Receipt of Questions from Offerors	September 14, 2023, 11:59 PM, Jordan time.
EnCompass Responses to Questions to Offerors	September 21, 2023, 9:00 AM Jordan time.
Deadline for Receipt of Proposals	September 28, 2023, 11:59 PM, Jordan time.
Award Type	EnCompass intends to issue a firm fixed price subcontract
Estimated Date of Award	October 8, 2023
Ceiling (if applicable)	Up to 30,000 JOD
Period of performance	October 8, 2023 to October 7,2024 with one option year

RFP-1029-023-003 Mkanati Jordan Corporate Diplomacy

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PART I: INTRODUCTION AND SCOPE OF WORK

Introduction

In November 2021, the United States Agency for International Development (USAID) Mission to Jordan awarded EnCompass LLC (prime) and its partners the five-year Women's Economic Empowerment and Leadership Activity, which is now officially known as USAID Makanati Women Economic Empowerment and Leadership Activity hereinafter to be referred to as USAID Makanati. The purpose of USAID Makanati is to contribute to improving women's access to waged employment and leadership opportunities in Jordan. This will be done through three interlinked and equally important objectives:

1. Improve women's access to jobs in the private sector and leadership opportunities in the private and public sectors.
2. Improve supported perceptions, practices, and advocacy; and
3. Stimulate and enforce more equitable, safe, and accessible working environments.

USAID Makanati will leverage the interconnectedness of workplace, individuals, community, and government to create Champions of Change that help to establish pathways through which social change and economic opportunities lead to a systemic shift from women's exclusion to inclusion in market systems. These shifts include:

- Targeted government policy reforms that support equality and equity in workforce participation for women.
- Inclusive company policies for hiring, retaining, and promoting women in the workplace; and,
- Access to both soft and hard skills training to build confidence and strengthen demand-driven skills to enable women to compete for employment.
- Address barriers to women's economic participation such as transportation, sexual harassment in public places, and care services

Makanati Values:

All efforts undertaken in partnership with Makanati must align with the four core themes under the Makanati Values to Recognize, Communicate, Act, and Inspire in support of dignified and rewarding economic participation and employment of women in the private sector as well as professional leadership opportunities in both the private and public sectors.

- **Value 1 Recognize:** to diagnose, understand, and acknowledge the socio-cultural, economic, business and market-related opportunities, motives, and barriers facing women in economic participation, employment, and professional leadership.
- **Value 2 Communicate:** to speak up, empower, and support women in economic participation, employment, and professional leadership, especially in the private sector.
- **Value 3 Act:** to take concrete steps toward supporting an enabling and empowering environment that contributes to waged, rewarding, and dignified employment and career progression/leadership for women.

- **Value 4 Inspire:** to promote the voices of role models, positive deviants, women leaders, male champions, and youth to build community, family, and employers' support for women's employment, economic participation, and professional leadership.

USAID Makanati invites Offerors to submit proposals to supply and deliver technical assistance to (e.g., design, implement, and deliver services), which are detailed in Part II, Summary of Services, of this Request For Proposal (RFP).

Background

Corporate diplomacy (CD) is an essential aspect of modern business, managing the relationships and communication between companies and their stakeholders. Its primary aim is to maintain a positive image and reputation for the company, enhance its ability to meet its goals, and ensure its efficient operation in a rapidly changing business environment. The concept was first introduced by Michael Watkins in the 1990s, referring to senior executives advancing corporate interests through negotiations and building alliances with external players such as governments, media, analysts, NGOs, and other stakeholders. Companies with a strong approach to corporate diplomacy often see financial benefits, while those facing conflicts with stakeholders may see their businesses suffer.

In 2017, Henisz provide a model for effective corporate diplomacy encompassing six key elements, including due diligence through stakeholder mapping and needs analysis, integration by incorporating stakeholders' needs into project design, personal engagement through open communication and conflict resolution, continuous learning through adapting to stakeholder feedback, openness through transparent and accountable communication, and a mindset shift towards understanding the importance of stakeholder engagement and project diplomacy through internal communication, capacity building, and management support. This model has been transformed into a practical set of tools, strategies, and approaches commonly utilized by major companies operating in intricate environments today.

To meet USAID Makanati's technical objective to improve women's access to waged employment, USAID Makanati intends to respond to research findings that identified "distrust and lack of positive communications" between the private sector firms and their host communities as one of the key impediments to women's employment in the private sector. The women themselves and their families have shied away from employment opportunity in the private sector due to multiple reasons related to employment stability, safety, transportation, and equitable pay as well as their distrust of the private sector as an employment sector.

USAID Makanati, therefore, wishes to hire a CD firm to support the design and delivery of corporate diplomacy training to private sector firms and to provide technical tools to aid USAID Makanati to facilitate dialogue and increased trust between the private sector and the host communities. The CD Firm will play a key role to deliver USAID Makanati technical support to private sector companies especially in establishing positive and mutually rewarding "diplomatic relationships" and with key stakeholders at the community and local government levels.

The above activities will target:

1. Satellite units under the Ministry of Labor. The government-implemented "satellite" garment unit model has successfully integrated over 8,500 Jordanian women into the formal labor market. However, many satellite units experience high turnover rates and have a negative reputation around working conditions. Harsh working conditions, a lack of safety and security measures, and a cultural gap between female workers and non-Jordanian production line supervisors contribute to this perception. Additionally, the absence of supporting services such as transportation and childcare, as well as inadequate social infrastructure, further exacerbates the issues. There is also a tension between the substantial hiring of foreign workers and the benefits for local workers and economic impact to the community, which can be in part attributed to the exploitation of satellite units to fulfill Jordanian national hiring quotas. Addressing these challenges requires comprehensive measures including bridging the gap with the communities through CD.
2. USAID Makaanati partners within other targeted sector such as the manufacturing including (members of Jordan Chamber of Industry as well as Amman, Irbid and Zarqa Chamber of Industry).
3. The tourism sector including (members of the Jordan Restaurants Association and Jordan Hotels Association).
4. Potential partner within the Creative Media sector and Transport and Logistics.

Scope of Work

The CD Firm will be accountable for three phases of the work. The first phase involves the inception report including the methodology, workplan and selection criteria for the private sector, the second phase involves designing and delivering a corporate diplomacy program that includes training and coaching for the private sector on best practices for managing relationships, engaging in public dialogues, and communication with stakeholders. The second phase entails supporting the development of stakeholder engagement strategies to support the private sector. The main responsibilities for each phase include:

Deliverable 1: Inception report

The project commenced with a kick-off meeting. The initial steps encompassed the creation of an inception report, that includes a detailed work plan, the methodology to be employed for the training. Additionally, a key task involved the development of a selection criterion for engaging the private sector participants who would partake in the CD (Capacity Development) training. To ensure alignment, a collaborative effort with the Makaanati team led to the finalization of the plan identifying the specific beneficiaries to be targeted from various sectors.

Deliverable 2: Training material Development

1. **Develop a 5-day (or 30 hours) training program focused on Corporate Diplomacy (CD).** This program aims to furnish participants with the advanced knowledge and requisite skills to proficiently incorporate CD principles within their respective companies and projects. The training material should provide an overview of the CD concept, explain the strategic

aspects, methodologies, and a comprehensive approach to its application. Special attention should be given to the Hensiz model of CD, integrating its six fundamental elements. The inclusion of simulations and exercises is paramount to ensure participants are equipped to infuse this knowledge into their companies' approach and behavior. The training material should also shed light on the significance of forging “diplomatic relations” with key stakeholders including local authorities, municipalities, community-based organizations, and the private sector.

The aim is to foster understanding and equip participants with the skills necessary to effectively engage with community members and stimulate local socio-economic development. Additionally, the program should elaborate on how companies can leverage corporate diplomacy to proactively manage and address local challenges and dynamics, especially those pertaining to their reputation and social license. The material should underscore the principles of equal opportunity, diversity, and inclusion.

In tandem, devise a pre and post-training evaluation survey to assess the learning outcomes. These assessments are subject to review and approval by the Makanati technical lead and M&E. It's essential that the training material be developed and receive approval from the Makanati team before the initiation of the training program.

Deliverable 3: Corporate Diplomacy Manual

Following the approval of the training materials by the Makanati team, the expert is required to **develop a comprehensive manual on CD**. This manual should integrate the best practices for implementing Corporate Diplomacy (CD) principles and methodologies outlined by the training materials. The manual should serve as a practical reference point with tools, templates, and strategies to help participants put their learning into practice to put this knowledge into action. This manual should correspond with the finalized content of the training materials.

Deliverable 4: Training and Capacity development program:

Conduct a three-phase training and capacity development program for private sector representatives from four selected sectors, focusing on corporate diplomacy and related strategies.

Deliverable 4.1: The training process begins with a comprehensive 3-day in-person foundational course (twelve sessions). This phase is designed to facilitate immediate feedback and robust interaction amongst all participants, thus providing an immersive experience in the application of corporate diplomacy principles. The anticipated number of participants will be around 100 - 150 companies (from North, Middle and South).

Deliverable 4.2: Next, the training proceeds with a four 2-day online module for each cluster. This phase offers a flexible, self-paced environment for participants who wish to further their understanding and advance their skills in the application of strategies, tools, and the practice of

corporate diplomacy as stipulated in the manual of practice in an aim to institutionalize of Corporate Diplomacy (CD) within their businesses. It is anticipated that a subset of participants from each sector will be motivated to participate in the online sessions to deepen their knowledge. The anticipated number of participants will be around 60 - 100 companies (from North, Middle and South).

Deliverable 4.3: The third phase involves one-to-one coaching sessions, which are offered to participants who demonstrate a proactive intent to apply corporate diplomacy principles, such as integrating CD guidelines into their programs, developing internal guidelines for CD, updating their social responsibility strategy to include CD elements, or dealing with situations using CD principles. The firm should be prepared to provide ten days of coaching and technical assistance. The anticipated number of participants will be around 30-50 companies (from North, Middle and South).

This multi-step approach is designed to gradually immerse the participants in the principles and application of corporate diplomacy, from the foundational knowledge acquired through in-person training, to a more detailed understanding via online sessions, and finally to the application of these principles in a real-world context through personalized coaching sessions.

Deliverable 5: Engagement Strategies Development:

The firm is expected to assist in crafting stakeholder engagement strategies for select participating businesses that express interest in adhering to Corporate Diplomacy (CD) best practices, aligning these strategies with Makanati's mission and objectives. After participants acquire foundational knowledge on stakeholder engagement strategies from the preceding materials, those eager to devise a strategy will be offered further capacity-building support.

Deliverable 5.1: The process will begin with the firm **creating a 'master stakeholder engagement strategy,'** drawing upon insights from the training sessions and incorporating feedback from representatives across various clusters, including the obstacles encountered and existing practices. This master strategy will act as a guiding document for participants, aiding them in formulating their individual strategies to build robust relationships with diverse stakeholders. The strategies developed will embody principles of equal opportunity, diversity, and inclusion, and will incorporate Key Performance Indicators (KPIs) to efficiently monitor progress.

Deliverable 5.2: After the formulation of the master strategy, the firm will lead **orientation and ongoing mentorship sessions (which may be online via Teams or Zoom)** for companies eager to develop their strategies. The anticipated number of participants will be around 30-50 companies (from North, Middle and South).

Deliverable 5.3: Depending on the interest of the companies or commonalities within clusters, both group and individual sessions will be arranged **(which may be online via Teams or Zoom)**. These sessions aim to provide tailored guidance and support to companies as they develop their stakeholder engagement strategies. They also present an opportunity to discuss successful implementation practices and evaluation techniques to measuring performance, offering participants valuable insights to attain their engagement goals. The scheduling, duration, and

selection of companies to partake in the orientation and mentorship will be decided by the Makanati team. The anticipated number of participants will be around 30 companies (from North, Middle and South).

Deliverable 5.4: the firm is expected to provide Makanati a summary report of the assignment that would include but not limited to: number of companies attended all training sessions, feedback and lesson learned, recommendation, and a list of the companies who finalized their strategies.

Qualifications & skills:

- Proven knowledge of corporate diplomacy principles and experience of relevant stakeholder engagement of companies and communities that demonstrate knowledge of the challenges and opportunities of corporate diplomacy.
- Excellent communication, negotiation, and interpersonal skills.
- Ability to understand and analyze complex political and social environments.
- Strong strategic thinking and problem-solving skills.
- Ability to work effectively in a fast-paced, cross-functional environment.
- Demonstrated ability to work effectively with multiple stakeholders.
- Fluency in written and spoken English and Arabic Languages.
- Strong training, coaching, and mentoring skills, with experience in leading and facilitating capacity-building programs in similar areas.

Period of Performance

The period of performance for this contract is from October 1, 2023 – September 30, 2024 with the possibility of extension based on project's needs.



Deliverables

Deliverables	Description & Tasks Involved	Due Date	Percentage
1. Inception report	<ol style="list-style-type: none"> 1. Kick-off meeting with Makanati. 2. Develop inception report to include the following: <ul style="list-style-type: none"> • Workplan • Methodology • Develop a selection criterion for the private sector that can attend the CD training. • Finalize plan for target beneficiaries from the targeted sectors in coordination with the Makanati team. 	Two weeks after the contract signing	5%
2. Develop training materials	<ol style="list-style-type: none"> 1. A 5-day Corporate Diplomacy (CD) training program (3 days in-person and two days online sessions). 2. Prepare training agenda and advice on printed tools to be provided during the training. 3. Prepare a pre- and post-evaluation survey for learning assessment to be revised and approved by Makanati technical lead and M&E 4. Address feedback from Makanati and finalize the training material. 5. Action plan of tentative training dates 	Four weeks after the contract signing	10%

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Deliverables	Description & Tasks Involved	Due Date	Percentage
3. Develop CD Manual	<ol style="list-style-type: none"> 1. A comprehensive manual of practice encompassing methodologies, tools, templates, strategies for implementation, and best techniques for applying the principles of Corporate Diplomacy (CD). 2. Address feedback from Makanati and finalize the training material. 	Six weeks after the contract signing	10%
4.1. Training and Capacity Development Program	<p>A total of 12 training (3-day workshop), delivered to each of the four clusters as follows:</p> <ol style="list-style-type: none"> 1. Three training workshops for the government-implemented “satellite” garment unit in the north, south, and central regions. 2. Three training workshops for the Members of the Chamber of Industry in Amman, Irbid, and Zarqa. 3. Three training workshops for the tourism sector in the north, south, and central regions. 4. Three training workshops for potential partners within the Creative Media sector and Transport and Logistics. <p>Total anticipated participants for all four trainings is expected to be between 100-150 companies.</p>	2-3 trainings held per month starting seven weeks after contract signing.	10%
4.2 Deliver corporate diplomacy-online training.	Four 2-day online sessions for each cluster above to advance knowledge and enhance the institutionalization of Corporate Diplomacy (CD) within the trained businesses. Total anticipated participants for all four trainings is expected to be between 60- 100 companies.	Nine- ten weeks after signing contract signing	10%
4.3 Deliver tailored individual coaching to at least 30 interested companies.	Conduct One-on-one virtual coaching mentorship sessions starting two weeks after each training for partners who apply for technical assistance in implementing CD knowledge. These sessions will provide an opportunity to consult with the expert, discuss progress, and address any challenges encountered while applying CD principles. Anticipated number of interested companies is expected to be between 30- 50.	Bi-weekly starting two weeks after each training	10%
5.1 Designing a master stakeholder	Create a master strategy for corporates, incorporating the principles of Corporate Diplomacy (CD) and based on consultations with partners.	Upon completion of	15%

Deliverables	Description & Tasks Involved	Due Date	Percentage
engagement strategy		coaching sessions	
5.2 Provide Orientation and guidance on developing, implementing, and measuring engagement strategies outcome.	<ol style="list-style-type: none"> 1. Conduct virtual mentorship sessions via Teams/Zoom and provide technical assistance to partners who have applied for technical assistance while developing and implementing strategies. 2. Final CD strategies for the companies assisted were shared with Makanati (Those who finished the entire cycle). <p>Anticipated number of 30-50 companies</p>	Upon completion of the companies' engagement strategy	10%
5.3 Individual Stakeholder engagement strategy	1. Provide individual sessions in person/online with interested companies to develop their stakeholder engagement strategy. Anticipated number of 30 companies.	After completion of the mentorship session	10%
5.4 Summary Report	<ol style="list-style-type: none"> 1. Provide a summary report of the assignment. That will include: <ul style="list-style-type: none"> • Number of companies that attended the trainings • Feedback and lessons learned • Recommendations • List of companies of who finalized their strategy 	2 months after the completion of the individual engagement strategy	10%



PART II: 1. PRIME AWARD FLOWDOWNS and SPECIAL REQUIREMENTS

The terms presented below will be included in any agreement issued as a result of successful Offers in response to this RFP. By submitting a proposal in response to this RFP, Offerors acknowledge their review and acceptance of the following requirements.

Authorized Geographic Code

The authorized geographic code for procurement of goods and services for the prime contractor and subcontractors is 937. 937 is defined as the United States, the cooperating country/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.

Indemnification

Both parties shall indemnify, defend and hold each other harmless from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to either party or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to claims by either party's employees, directors, officers or agents) or their property, which is directly or indirectly caused by the negligence, willful misconduct, breach of this Agreement or an individual Subcontract, or violation of statutory duties, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Agreement or an individual Subcontract.

The Prime Contractor shall promptly notify the Subcontractor of any claim which is covered by this provision. The Subcontractor shall brief the Prime Contractor on all material information pertaining to a claim and the efforts by the Subcontractor to defend against the claim and respond to reasonable inquiries by the Prime Contractor regarding such claim or defense. Cooperation by the Subcontractor with an Indemnitee defending against a Claim shall be at the sole expense of Subcontractor. The Prime Contractor, at its discretion, may participate in any defense or settlement of a Claim and/or appoint adequate counsel, at the Subcontractor's sole expense, to defend an Indemnitee against a Claim. Subcontractor will seek the Prime Contractor's approval to enter into any settlement, consent, or other like resolution of a Claim. Such approval shall not waive or otherwise limit the indemnity rights of an Indemnitee.

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Insurance

Insurance coverage required for work performed outside of the United States by non-U.S. vendors shall be based on the customary insurance practices in the country of the vendor and the country where the work is being performed.

Debarment

Subcontractor certifies that it is not presently debarred, suspended, or proposed for debarment from, and it has not been declared ineligible for or voluntarily excluded itself from participation in, any Federal procurement. Subcontractor will advise EnCompass immediately if any of these conditions arise during the term of the Subcontract.

Travel

Prior written approval by the EnCompass Technical Representative or their designee is required for all local travel. Commuting costs or the relocation of Subcontractor staff from other geographic areas for the purpose of staffing the project are not reimbursable. Travel costs to and from the Subcontractor's staff's homes to a Government office or offices or to/from one company or subcontractor's building to another will not be reimbursed. Travel for technical personnel on approved STTA and LTTA to missions is reimbursable.

Taxes

Subcontractor is responsible for all federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. EnCompass shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted. The Subcontractor is responsible for determination of applicable value added tax (VAT) to services provided under this Agreement, and remittance per the invoicing instructions. VAT amounts invoiced for payment shall comply with the country's VAT regulations.

Record Retention

Records, documents, program and individual service records and other evidence of compliance with laws and regulations in connection with this project shall be maintained by the Subcontractor, as well as accounting and billing procedures subject to this Agreement. Subcontractor shall provide access to these records by authorized employees or agents of the Prime Contractor, or by the United States government, as applicable. Subcontractor shall retain all such records concerning this Agreement for a period of three (3) years after the completion of the applicable Subcontract. The Subcontractor shall also retain the records should any litigation, claim, or audit commence before the expiration of the three-year period, until all litigation, claims or audit findings involving the records have been resolved.

Data Collection Retention

In accordance with client requirements, the Subcontractor must destroy all data that has been collected as part of this agreement five (5) years after the end date specified on the Subcontract Summary page.

Conflicts of Interest

Subcontractor warrants to its best knowledge and belief that there are no relevant facts or circumstances which could give rise to a conflict of interest or that such relevant information has been disclosed by the Subcontractor. If an actual or potential conflict of interest is discovered after the execution of this Agreement, Subcontractor will make a full disclosure in writing to the Contracts Manager. The Subcontractor will provide a description of activities it has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict.

Right to Publish/Release Information

Subcontractor agrees that it will not publish or disseminate any information resulting from the work being performed under this Agreement without providing the Prime Contractor a reasonable period of time to review prior to publishing. Both parties mutually agree not to use the other party's name or reference the other party or its employees in news releases, publications, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes from the work performed under this agreement, without prior written approval of the other party. The use of either party's name may be made in internal documents, annual reports, and data bases that are made publicly available as a result of the work performed under this contract. Both parties also agree not to use any proprietary information belonging to the other party, except as authorized by the requesting party. EnCompass' client may use data or information provided by the Subcontractor, subject to any copyright of such materials and identifying notices, provided the identification permissible and no provisions set forth in this agreement or the flow down clauses restrict or prohibit copyright or notice or legend.

Excusable Delays

Neither Party shall be in default because of any failure to perform under the terms of this Agreement if the failure arises from any incident or circumstance beyond the affected Party's control. Under Federally funded awards, a United States (U.S.) government shutdown and any interruption in the U.S. government's operations shall constitute an incident or circumstance beyond the affected Party's control. Under this circumstance, the affected Party shall inform the other Party immediately, specifying the duration and contingencies. The affected Party shall resolve such contingencies to ensure the performance of its obligations under this Agreement can be resumed as soon as possible.

Security Clause

The subcontractor acknowledges and accepts the security conditions of the regions and zones where the activities will take place. The subcontractor accepts that there will be no compensation in any case where its personnel or assets are affected by the security conditions during any travel to the regions where the activities are being implemented.

Logistics Support

The subcontractor shall be responsible for furnishing all travel and logistical support where the work will be performed.

Executive Order on Terrorism Financing (Feb 2002)

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

FAR 652.243-70 Notices (Aug 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. EnCompass must make all modifications to the contract in writing.

Subcontracting

Prior written approval by the Encompass Contract Representative is required to engage lower-tier subcontractors. Costs for lower-tier subcontracts that do not have prior written approval in accordance with this Agreement will not be reimbursed. Inclusion of lower-tier subcontractor costs in the Subcontractor budget or proposal does not constitute a request or approval. Note that this restriction does not apply to commercial vendors.

Termination of Subcontract

Subcontractors shall remain in effect from the date hereof and shall terminate upon the earliest of the following:

- a) For Cause: This subcontract may be terminated for cause at any time, in whole or in part, by Encompass upon written notice. If the Subcontractor fails to comply with contract requirements, then the subcontractor will be given 30 days to remedy the non-compliance before termination is considered.
- b) For Convenience: This subcontract may be terminated for convenience by written notice, in whole or in part, by EnCompass or if termination is directed by USAID. If this subcontract is terminated, the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, will be provided in the notice.
- c) Termination Procedures: Upon receipt of, and in accordance with, a termination notice as specified in either paragraph above, Subcontractor will take immediate action to stop work and minimize all expenditures and obligations financed by this subcontract. Subcontractors will also cancel unliquidated obligations whenever possible. Encompass agrees to reimburse Subcontractor for work completed up to the date of termination on behalf of Encompass.
- d) Termination Notice: The Prime Contractor will give thirty (30) business days' notice where possible prior to termination date.

Confidential Information

Both parties agree to use their best efforts to prevent disclosure of any confidential information (including cost and pricing information) concerning the business affairs or the products of the other, which may be acquired in the course of the activities under this subcontract and shall take reasonable steps to protect such information. Confidential information should be explicitly identified by either party along with a request for the information to be treated as confidential. Confidential information does not include: (i) information known to the receiving party prior to disclosure, (ii) information that is rightfully obtained from a third party, or (iii) information within the public domain.

General Terms and Conditions

Notices. The individuals identified on the cover page of this Agreement are authorized by each party to receive notices.

- a) Relationship. For the purpose of the subcontract, Encompass will be the Prime Contractor to the party identified in this Subcontract Agreement. Nothing in this Agreement shall be construed to create a joint venture or partnership between the parties, and nothing in this Agreement shall be deemed to create an agency relationship between the Parties or authorize a Party to commit or bind the other Party in any way whatsoever.
- b) Prime Contractor Client. This agreement is issued under a prime contract with Encompass LLC and shall not be construed in any way to create a contractual relationship between the Subcontractor and USAID. The Subcontractor shall not appeal directly to USAID without the written consent/ concurrence of the Encompass Contract Representative.
- c) Consideration. The rights and obligations of the parties to this subcontract shall be subject to and governed by this subcontract. All applicable clauses under this award shall be supported by the Subcontractor's certified Representations and Certifications.
- d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning the subject matter hereof.
- e) No Assignment. Neither Party may assign or transfer or attempt to assign or transfer this Agreement to any person or entity without the prior written consent of the other Party.

Ownership

All reports, presentations and other work products related hereto produced by a subcontractor will be considered data, subject to the provisions of far 52.227-14, "Rights in Data - General, Alternate IV." Encompass, on behalf of its funder USAID, shall have the irrevocable, fully paid up right to use, release to others, reproduce, distribute and publish such data.

Stop Work Order

Encompass may issue a written notice to stop all or any part of the work called for by a subcontract. Upon receipt of the notice, the subcontractor will stop all work and take all reasonable steps to minimize incurring allocable costs. Encompass shall either cancel the work order by written notice or terminate the subcontract in accordance with the Termination clause of this agreement.

Performance of work by the Subcontractor shall resume upon cancellation or expiration of any stop work order.

Combating Trafficking in Persons

Under this Federally funded agreement, trafficking in persons is prohibited, including any trafficking-related activities. The provisions set forth in FAR 52.222-50, Combating Trafficking in Persons are applicable to the Subcontractor, as well as FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan. Information regarding trafficking in persons is found at the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons website: <http://www.state.gov/j/tip/>.

Standard of Conduct

The Subcontractor must be responsible for maintaining satisfactory standards of employee competency, conduct appearance and integrity, and must be responsible for taking such disciplinary action with respect to employees as may be necessary while implementing work. The Subcontractor is also responsible for ensuring that his/her employees do not use Government resources except as authorized by the Government.

Prohibition of Assistance to Drug Traffickers

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

Reporting Waste, Fraud, Abuse, and Theft

The Subcontractor shall notify the EnCompass Contracting Representative and the Chief of Party of any instances of suspected waste, fraud, abuse, loss, or theft of Subcontractor or Government-furnished property by employees or Subcontractors.

Foreign Corrupt Practices Act

The Subcontractor shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), as well as the a) UN Conventional against Corruption (UNICAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anticorruption laws, rules, and regulations if any part of this Agreement, or any Subcontract issued hereunder, will be performed outside of the United States of America.

The Subcontractor acknowledges and agrees that it is unlawful for the contractor and/or any officer, director, employee or agent of the contractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- A foreign official (or foreign political party) for the purposes of either influencing any act or decision of such foreign official in his official capacity.
- A person that could offer, give or promise monies or something of value, either directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office.

Under this Agreement, a "foreign official" is any appointed, elected, or honorary official or employee of a foreign government or a public international organization, or any person acting in an

official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the World Bank, UN, DFID, or WHO).

For the purposes of this Article, the "government" includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

The Subcontractor agrees not to interact with any government official, political party or public international organization on behalf of the Prime Contractor, without prior written authorization, outside of contractor's performance of the Statement of Work.

Code of Ethics

Encompass has established high ethical standards for its employees, subcontractors, independent contractors and vendors. Encompass adheres to its Code of Ethics and all U.S. and non-U.S. laws and regulations. Under the terms of this Agreement, Subcontractor is required to maintain a Code of Business Ethics and Conduct in compliance with FAR 52.203-13. Subcontractor is required to report any violation of the Subcontractor's Code of Business Ethics and Conduct committed by an employee(s) of either party, or anyone affiliated with the Subcontractor, to Encompass.

PART III: INSTRUCTIONS TO OFFERORS

EnCompass requests proposals by the issue of this RFP for the supply of services as specified in Part I.

Due Date

Your proposal is due electronically with all required signatures, no later than the date noted in the RFP Schedule above. Please be advised that late or incomplete submissions may be considered non-responsive and may not be considered for award.

Proposal Validity Period

The Offeror's proposals will be considered valid for (60) days after submission.

Responsibility for Compliance with Legal Requirements

The offeror's products, services, and facilities shall be in full compliance with all applicable federal, and local laws, regulation, codes, standards, and ordinances, regardless of whether or not they are referred to by herein.

Reservation of Rights

EnCompass reserves the right not to issue an award based on proposals received in response to this RFP. EnCompass reserves the right to cancel this procurement at any time without prior notice, and to reject any or all responses received.

The RFP does not commit EnCompass to make any award or to pay any costs incurred in the preparation and submission of the proposal. EnCompass may cancel this RFP or any part of it. EnCompass reserves the right to reject any and all proposals, and to waive any informality in received proposals. In addition, EnCompass reserves the right to establish a competitive range of one or more Offerors and conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

An Offeror selected under this solicitation is not authorized to incur costs prior to receiving EnCompass' written authorization.

EnCompass requires that Offerors observe the highest standard of ethics during the procurement and execution of subcontracts. In pursuance of this policy, EnCompass defines the terms set forth below as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of an EnCompass individual in the procurement process or contract execution
- "Fraudulent practice" means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract
- "Collusive practices" means a scheme or arrangement between two or more Offerors, with or without the knowledge of EnCompass, designed to establish prices at artificial, noncompetitive levels
- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

EnCompass will reject a recommendation for award if it determines that the Offeror recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

Eligibility and Size Designation

The offeror must meet all of the following criteria to be determined eligible:

- Experience of developing IT and AI solutions to conduct research, data analysis, national databases and produce relevant statistical and illustrative reports and policy recommendations.
- Have the legal capacity to enter into a subcontract with EnCompass.
- Are not insolvent or bankrupt and have not had their business activities suspended or been the subject of legal proceedings for any of the foregoing.
- Have fulfilled and are up to date with their tax and legal obligations.
- The Offeror must have at least 5 years of relevant experience in the services described in Part II, Scope of Work.
- Previous experience in database development.

RFP Clarifications and Amendments

An Offeror may request clarification of the RFP terms in English by e-mail to Makanati_info@encompassworld.com no later than **September 14, 2023, at 11:59 PM Jordan time**. EnCompass will respond in writing by email to all requests for clarification, provided that such

requests are received by the date and time indicated. Should a clarification result in changes to the RFP, EnCompass will issue an amendment if necessary.

At any time prior to the deadline for submission of proposals, EnCompass may modify the RFP by issuing an amendment. Any amendment issued shall be part of the RFP and will be communicated in writing by email to all Offerors. To give prospective Offerors a reasonable period to incorporate the amendment terms in their proposals, EnCompass may, at its discretion, extend the deadline for the submission of proposals in writing.

Cost of Preparation of Proposals

Offerors are responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of EnCompass. This RFP does not obligate EnCompass to compensate for costs associated with the preparation of an Offeror's proposal.

Language of Proposal

The proposal, as well as all correspondence and documents relating to the proposal the offeror and EnCompass exchange shall be written in English or Arabic. Supporting documents that are part of the proposal may be either in Arabic or English.

Late Proposals

EnCompass will not consider any proposal received after the deadline for submission. Any proposal received after the deadline will be returned to the Offeror with notice of rejection.

Annulment of RFP

EnCompass reserves the right to annul the proposal process and reject all proposals at any time prior to completion of the procurement process or award, without thereby incurring any liability to Offerors.

Withdrawal, Substitution, and Modification of Proposals

An Offeror may withdraw, substitute, or modify their proposal after the submission by sending a written notice, duly signed by an authorized representative. Proposals requested to be withdrawn will be returned unopened to the Offerors.

No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and expiry of the period of proposal validity.

Confidentiality

Information related to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of award shall not be disclosed to Offerors, or any other persons not officially concerned with this RFP process until information on award is communicated to all Offerors.

Any effort by an Offeror to influence EnCompass in the examination, evaluation, comparison, and post-qualification of an offer or an award decision will result in the rejection of their proposal.

From the proposal opening to award, Offerors may contact EnCompass on any matter related to the RFP process in writing.

Award Without Discussions

Awards may be made based on initial proposals and without holding discussions.

Notification of Award

Prior to expiry of the period of proposal validity, the EnCompass shall notify in writing the successful Offerors that their proposals have been accepted. At the same time, Offerors not receiving awards will be notified that they will not receive an award.

Preparation of Proposals

Offerors will submit the following documentation:

- Volume 1 - Technical Proposal
- Volume 2 – Price/Business Proposal

Volume 1 - Technical Proposal

The Offeror's Technical Proposal must contain the following information and documentation to be considered for award.

1. Cover Letter:

- Contact person
- Name of organization(s) submitting proposal
- Address of organization
- Organization telephone and fax, mobile numbers
- E-mail of contact person

2. Executive Summary (not to exceed 1 page)

Offers must summarize the Offeror's overarching approach they will take to providing the services requested herein. Offeror must briefly describe their organization's ability to undertake activities, as well as technical and managerial resources of the organization.

3. Technical Capabilities to services in Scope of Work (not to exceed 35 pages including annexes).

Offerors must provide a detailed description of their capabilities and expertise that relate to the Summary of Services listed in Part I. Offeror must describe their technical approach to each of the services below. If the Offeror specializes in some but not all of these service areas, specify this in the Technical Capabilities section. Offerors will not be excluded from consideration because they do not have capacity in every sector and/or service area noted in this RFP.

4. **Staffing Plan** (not to exceed 3 pages). CVs are to be 2 pages and will not be considered part of this staffing and management plan but as an annex).

The Offeror shall propose a staffing pattern that includes necessary technical, administrative and support staff, accompanied by up to 6 Curriculum Vitae (CV) for personnel who represent the top capabilities of the Offeror, with details regarding required experience, skills, and credentials. The offeror shall to the best of their ability:

- Describe the staffing structure for the activity.
- Describe the organization's ability to perform the requested self-identified services
- Provide a staffing chart that lists all positions that will support subcontracted activities and provide details on: (e.g., Highest degree, years of experience, key skills in data analytics and database design.
- In an Attachment to Volume 2, include up to 6 CVs (not to exceed 2 pages each) of people who will support SOW positions and activities that include the following:
- Education/degrees Positions and experience, along the lines of the subcontract to activities

5. Past Performance (not to exceed 2 pages)

Provide a concise summary of the organization's past and present projects that have a direct relationship to the statement of work:

- Minimum of five projects with detailed description of project value, period of performance, principal activities and results, client, and client contact information for references.
- Provide a description of any publications or reports that demonstrate the organization's special qualifications and experience that relate directly to Scope of Work.
- The Past Performance format is attached (Attachment 1). This will not be counted towards the page minimum.

Volume 2 – Price/Business Proposal

1. Legal Documents

Offerors must submit the following documentation to meet the requirements of the RFP.

- Incorporation or business registration
- Registration in SAM.gov or proof of the ability to register in SAM.gov
- The registration document must prove at least 5 years of existence.
- Certified financial statements of the last three (3 years to demonstrate financial soundness)
- Completed and signed Representations and Certifications (Attachment B)
- Completed EnCompass Subcontractor/Vendor Questionnaire, Parts 1 and 2

Photocopies of these documents must be legible and complete.

2. Proposed Prices

Offerors should present a budget and budget narrative in the included template. The budget should be detailed and inclusive of all costs to be incurred. This RFP will result in a firm fixed price purchase order and the payments will be allocated based on the payment schedule listed in the scope of work.

3. Proposal Submission

Offerors must submit two separate files in the specified format by email to the address identified on the cover page of this RFP, and by the date and time stipulated.

Technical Proposals must not make reference to pricing data so that the technical evaluation can be made strictly on the basis of technical merit.

- **Volume 1** – Technical Proposal – in Word or in PDF format
- **Volume 2** – Price/Business Proposal – in Word or PDF format, and Excel if submitting detailed breakdown of proposed prices (templates will be provided)

PART IV: EVALUATION AND QUALIFICATION CRITERIA

Criteria

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Part III– Instructions to Offerors, and meet all the requirements set forth in the other sections of this solicitation.

Determination of a proposal’s responsiveness will be based on the contents of the proposal itself.

A substantially responsive proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- Affects in any substantial way the full presentation of services and experiences.
- If rectified, it would unfairly affect the competitive position of other Offerors presenting substantially responsive proposals.

Technical, cost, and other factors will be evaluated relative to each other, as described herein.

The technical proposal will be scored by a technical evaluation committee using the criteria shown later in this section.

The criteria are presented by major categories, with relative order of importance, so that Offerors will know which areas require emphasis in the preparation of proposals.

Offerors should note that these criteria serve: (1) as the standard against which all proposals will be evaluated, and (2) to identify the significant matters Offerors should address in their proposals.

The Price/Business proposals will be evaluated for a best-value determination based on the offer’s technical score and favorable price comparison and analysis.

The evaluation procedures are set forth below:

1. Initial Evaluation

EnCompass will examine Volumes 1 and 2 to determine the completeness of each and ensure that the Offeror is qualified and eligible to receive an award. If any of the required legal documents is missing, EnCompass, at its discretion, may contact the Offeror and request they provide the missing legal documentation. Offerors are encouraged to provide justification for any documentation they are not able to provide in the proposal. EnCompass, at its discretion, will take into consideration any justification provided so long as it is sound and EnCompass can meet USAID’s procurement requirements.

2. Technical Evaluation (70 points)

After the Initial Evaluation, EnCompass will review the proposals remaining for consideration to determine technical acceptability. EnCompass will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must conform to the requirements of the solicitation and get at least 55/70 points.

Technical Approach (25 points) (3 pages):

- A clear understanding of the Scope of Work
- Extent to which the approach is conceptually appropriate, clear, logical, well-conceived, and feasible based on the services the Offeror provides along the lines of the SOW described in this RFP.
- The extent to which the approach demonstrates innovative and comprehensive approaches of self-select services the Offeror will provide along the lines of the SOW described in this RFP.
- Extent to which the approach demonstrates innovation in capacity development and knowledge sharing, if applicable

Staffing (20 points) (1.5 pages):

- Demonstrates the staff have the required qualifications and experience to complete the scope of work.

Experience and Past Performance (25 points):

Offeror must prove relevant past performance information for the previous 5 years for at least 3 similar projects (and not more than 6) indicating relevant work performed:

EnCompass will check references. The Offeror must include this information in the template provided as Attachment 1.

3. Price/Business Proposal Evaluation (30 points)

The price evaluation will include:

- Analysis of the reasonability of prices proposed.
- Comparison of Offeror's prices proposed and prices for same/similar services needed.

Prices deemed advantageous to EnCompass will support a best-value award of highly rated technical proposals.

Determination of Competitive Range and Award

1. Competitive Range

Competitive Range may be established for the most highly rated proposals with the number of proposals in the competitive range to be determined.

EnCompass may limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. EnCompass may exclude an offer if it is so deficient as to essentially require a new technical proposal. EnCompass may exclude an offer with unreasonable prices in relation to more competitive offers. EnCompass may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions, such as to allow an Offeror unfair advantage over more competitive offers.

EnCompass intends to issue one award resulting from this solicitation to the responsible Offerors whose proposals represent the best value after evaluation in accordance with the factors in this solicitation.

2. Award Criteria

Proposals that represent the best value will be eligible for an award. Best value will be offers that provide the greatest overall benefit in response to the requirements: high technical score, and acceptable and reasonable prices after analysis and comparison.

A technical and price trade-off analysis will be performed to determinate the best value to the program. EnCompass will not select an offer for award on the basis of a superior technical proposal without consideration of the prices proposed.

If deemed necessary, the EnCompass will visit the offices of the selected firms to confirm organizational and accounting capacity as recorded on the EnCompass Subcontractor/Vendor Questionnaire, Attachment 2. The EnCompass team will validate the responses the firm provided on the Questionnaire and record any changes to the responses.

The EnCompass team, in consultation with the home office Contracts Representative (and others as designated), will compare proposed prices and make a determination that the rates are reasonable, or request a best and final offer on the proposed prices.

LIST OF ATTACHMENTS

ATTACHMENT A: PAST PERFORMANCE FORMAT

ATTACHMENT B: REPRESENTATIONS AND CERTIFICATIONS

ATTACHMENT C: ENCOMPASS VENDOR/SUBCONTRACTOR QUESTIONNAIRE

LINKS TO REQUIRED POLICY

LINKS to: [Makanati Budget Narrative Template](#)

[Makanati Budget Template Excel](#)

ATTACHMENT A

Past Performance Form

Name of Contracting Client	
Contract Type	
Contract No.	
Period of Performance	
Contract value – award amount	
Client Contact Name:	
Client Contact Telephone No.	
Client Contact E-Mail Address	
Description of Work/Services	
Results (Describe specific results achieved)	
Issues <i>(If problems were encountered on this contract, provide explanation on corrective action taken)</i>	

ATTACHMENT B – REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) **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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-27 Prohibition on a ByteDance Covered Application (June 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) 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 support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

ATTACHMENT 2: ENCOMPASS SUBCONTRACTOR/VENDOR QUESTIONNAIRE

Check One:	<input type="checkbox"/> New [a completed W-9 or W-8 must accompany this form] <input type="checkbox"/> Address Change	
SUBCONTRACTOR/VENDOR PROFILE AND CAPABILITIES		
Unique Entity ID (SAM)	Legal Name of entity: Enter legal name Doing Business As (if applicable):	1099 Reportable? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have:	<input type="checkbox"/> Employer Identification No. (EIN) <u>OR</u>	<input type="checkbox"/> Social Security Number
Legal Status: (check one)	<input type="checkbox"/> Corporate (not tax exempt) <input type="checkbox"/> Corporate (tax exempt) <input type="checkbox"/> Partnership	<input type="checkbox"/> International Organization (per 26 CFR 1.6049-4) <input type="checkbox"/> Individual/Sole Proprietorship or single-member LLC <input type="checkbox"/> Other:
Type of Business:	<input type="checkbox"/> Firm/SME <input type="checkbox"/> Service Company <input type="checkbox"/> International Firm/SME	<input type="checkbox"/> Staffing Company/Contract Labor <input type="checkbox"/> Other:
Firms Only:	Have you had clients over the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please list 3 recent clients:
Individuals/Sole Proprietor Only	Individual/Sole Proprietor <input type="checkbox"/> is <input type="checkbox"/> is NOT a: <input type="checkbox"/> CURRENT or <input type="checkbox"/> FORMER employee of any U.S. Government entity or International Government entity	
Government Employment:	If yes, please specify: Current/Former Government Employer: _____ Separation Date (If Former): _____	
Are you able to receive US Dollars (USD) through your bank? <input type="checkbox"/> Yes <input type="checkbox"/> No		
PAYMENT ADDRESS		AGREEMENT ADDRESS
		<input type="checkbox"/> SAME AS REMIT ADDRESS
Street Address:		Street Address:
City:	State:	Zip/Postal Code
Country:		
Accounts Receivable Contact Name:	Telephone No:	Contract Contact Name:
Email Address:	Fax No.:	Telephone No:
Email Address:		Fax No.:
SUBCONTRACTOR/VENDOR BUSINESS SIZE CERTIFICATION		
PRIMARY NAICS CODE FOR CERTIFICATION: <input type="text" value="enter primary NAICS"/> https://www.sba.gov/size <i>This code will determine your default classification and is based on the type of work you are most likely to perform for EnCompass. If you do not know your primary NAICS, go to: http://www.census.gov/eos/www/naics/ to determine business size, contact your local SBA</i>		
<input type="checkbox"/> Small Business (SB) <input type="checkbox"/> Large Business <input type="checkbox"/> Woman-Owned SB <input type="checkbox"/> Veteran Owned SB	<input type="checkbox"/> Service-Disabled Veteran-Owned SB <input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> HUBZone SB	<input type="checkbox"/> 8A Certified Small Disadvantaged Business <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other _____