



## REQUEST FOR QUOTATION (RFQ)

**RFQ Number:** RFQ-CYBER-24-01

**Issuance Date:** July 23, 2024

**Description:** EnCompass seeks a vendor to support the organization and execution of an event (or events) to seek input from the private sector on a possible fund to support the Countering Ransomware Initiative.

**Deadline for Questions:** 5:00 pm local Washington, D.C. time on July 31, 2024

**Deadline for Quotations:** 5:00 pm local Washington, D.C. time on **August 7, 2024**

**Project/Contract No.:** IDEAS

**Funded By:** USAID

**Implemented By:** EnCompass LLC

**Point of Contact:** Olga Golovanenko

EnCompass LLC invites qualified firms to submit a quotation to provide support related to Countering Ransomware Initiative event.

### Section 1: Introduction

#### Background:

The IDEAS (Contract # 7200AA23C00091/47QRAD20D1105) project is a USAID program implemented by EnCompass.

The White House's Countering Ransomware Initiative is a comprehensive strategy aimed at combating the growing threat of ransomware attacks. This initiative focuses on enhancing cybersecurity defenses, improving international cooperation, and disrupting the ransomware ecosystem. Key measures include bolstering public-private partnerships, increasing information sharing between government and industry, and imposing sanctions on individuals and entities involved in ransomware activities. Additionally, the initiative emphasizes the importance of resilience and recovery planning for businesses and critical infrastructure to minimize the impact of ransomware incidents. By adopting a multifaceted approach, the White House aims to reduce the frequency and severity of ransomware attacks, thereby protecting national security and economic stability.

EnCompass is seeking early-stage inputs on a possible Countering Ransomware Initiative Fund with two objectives: to build long-term cybersecurity capabilities and to help LMIC countries respond to and recover from cyber attacks.

In order to perform this work, EnCompass requires a vendor to support the organization and execution of an event (or events) to seek input from the private sector on a possible fund to support the Countering Ransomware Initiative.

The purpose of this RFQ is to solicit quotations from eligible suppliers for The proposed event should build upon the U.S. National Cyber Strategy (NCS), including the implementation plan activity 5.3.1, which outlines the importance of assisting partners with incident response. It should also support the intention expressed by the members of the Counter Ransomware Initiative (CRI) to work with the private sector in order to combat ransomware and address ransomware incidents of national security Concern.

The proposed event should bring together selected members of the CRI, including those that are supporting the CRI Private Sector Engagement Working Group with members of the private sector, including industry, the technical community, and civil society. The event will inform ongoing analysis about how a ransomware response fund situated within or associated with the CRI could operate, including questions of scoping, funding, and operational contours. Overall, the expected outcomes of the workshop aim to foster public/private collaboration and collective action to address the growing threat of ransomware. The meeting should cover the following topics and have concrete outcomes and next steps

1. Public-Private Dialogue:
2. Identification of Private Sector Needs
3. Partnership Opportunities
4. Policy Recommendations

Vendor responsibilities:

- Create and vet a possible list of attendees
- Select a date and finalize attendees
- Provide a central venue in Washington DC
- Support a facilitator to create the agenda and moderate event
- Provide post event support and follow up
- Optional: Coordinate catering

List of any detailed specifications/or a list of sample services.

## **Section II: Instructions to Offerors**

1. Offerors are responsible for ensuring that their offers are received by EnCompass in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.
2. Offer Deadline: Offers must be received by email no later than the date and time specified on the cover page. Emailed offers must be emailed to [ogolovanenko@EnCompassworld.com](mailto:ogolovanenko@EnCompassworld.com) . Offers received after this time and date will be considered late and will be considered only at the discretion of EnCompass

3. Please reference the RFQ number in any response to this RFQ.
4. Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than the date specified on the cover page by email to [ogolovanenko@EnCompassworld.com](mailto:ogolovanenko@EnCompassworld.com). Questions and requests for clarifications and their responses will be posted as an addendum to this RFQ.
5. Only the written answers issued by EnCompass will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of EnCompass or any other entity should not be considered as an official response to any questions regarding this RFQ.
6. Quotations: The per-unit pricing in quotations in response to this RFQ must be priced on a fixed price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in United States Dollars.
7. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Prices quoted must remain fixed for a minimum of 12 months.
8. Offerors are requested to provide quotations on official letterhead or quotation format; in the event this is not possible, offerors may complete the table in Section 4.
9. In addition, offerors responding to this RFQ are requested to submit the following:
  - Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
  - Individuals responding to this RFQ are requested to submit a copy of their identification card.
10. Source/Nationality/Manufacture: All goods and services offered in response to this RFQ or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228. Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
11. Taxes and VAT: The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies will be paid under any order resulting from this RFQ.
12. Companies or organizations, whether for-profit or non-profit, may be requested to provide a Unique Entity ID (UEI) number through the System for Award Management ([www.sam.gov](http://www.sam.gov)) if selected to receive an award in response to this RFQ valued greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before the submission deadline, Offeror shall include a statement noting their intention to

obtain one should it be selected as the successful offeror or reason why a obtaining a UEI is not possible.

13. Eligibility: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. EnCompass will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
14. Evaluation and Award: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:
  - Technical – 30 points: Responsiveness to the technical specifications and requirements.
  - Delivery – 40 points: The speed of delivery.
  - Price – 30 points: The overall cost presented in the offer.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. EnCompass reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, EnCompass reserves the right to conduct any of the following:

- EnCompass may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, EnCompass may issue a partial award or split the award among various suppliers.
- EnCompass may cancel this RFQ at any time.
- EnCompass may reject any and all offers, if such action is considered to be in the best interest of EnCompass.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to EnCompass for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners.

EnCompass, at its sole discretion, will make a final decision on the protest for this procurement.

15. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate EnCompass or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to EnCompass' standard terms and conditions. Any resultant award will be governed by these terms and conditions, the proposed terms and conditions can be found in Attachments A and B of this RFQ. The terms and conditions are subject to change and those negotiated in the final Purchase Order will apply.

### **Section 3: Offer Checklist**

To assist offerors in preparation of quotations, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror which includes Date of Offer, Validity of Offer, Signature of an Authorized individual.
- Official quotation, including specifications of offered services (see Section 4 for format)
- A one-page narrative explaining any additional information relating the provision of services including but not limited to response time, statement on alternatives to items listed in specifications list, etc.
- Copy of offeror's registration or business license
- Subcontractor/Vendor Questionnaire

### **Section 4: Specifications and Quotation Requirements**

This section contains the specifications and technical/price quotation requirements of the requested services that may be ordered in response to this RFQ. The specifications listed to below are anticipated and illustrative. EnCompass may consider alternatives.

The anticipated contract type is:

The anticipated period of performance is:

Below is a list of services with the documentation required per service, and a table that allows for the provision of prices for each service. Offerors are required to provide quotations using the format below.

#### **A. Technical Specifications:**

EnCompass requires the supplier to provide the following services:

1. Good/Service 1
2. Good/Service 2
3. Good/Service 3

- 4. Good/Service 4
- 5. Good/Service 5

In order to evaluate the technical requirements, offerors must provide the following documentation:

- 1. Document #1 A presentation of the service provider’s team to carry out the work, including CVs of individuals
- 2. Document #2 Three (3) examples of the provider’s previous experience providing similar services.

**B. Price Format:**

The table below contains the list of services and the units requested per this RFQ. Offerors are requested to provide per-unit price quotations in the format below on official letterhead. In the event this is not possible, offerors may complete this Section 4 and submit a signed/stamped version to EnCompass.

Item No.	Good/Services Description	Quantity/Estimated Hours	Price	Total Price
1	Venue for the event	3 days		
2.	Catering services	3 days		
3.	Facilitator	1		
4.	Speakers	TBD		

**Section 5: Offer Cover Letter**

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: IDEAS/Contract # 7200AA23C00091/47QRAD20D1105  
 1100 Wayne Ave, Suite 1200, Silver Spring, MD 20910

Reference: RFQ No. RFQ-CYBER-24-01

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached. We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any EnCompass and/or project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

All information in our proposal and all supporting documentation is authentic and accurate.

We understand and agree to EnCompass' prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature:

Name and Title of Signatory:

Date:

Company Name:

Company Address:

Company Telephone and Website:

Company Registration or Taxpayer ID Number:

Company UEI Number:

Does the company have an active bank account (Yes/No)?



## ATTACHMENT A—TERMS AND CONDITIONS

In accepting this Agreement, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life of this Agreement must be reported immediately to EnCompass. Vendor will include the Debarment and Suspension certification into any lower-tier vendor agreements that they may enter into as a part of this Agreement.

### **Services, Quality and Delivery**

Vendor warrants that all services performed under this Agreement will be performed with the standard of a fully qualified professional, be free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards. Deliverable requirements are specified as stated above (the “Services”) and must be submitted to the Project/Activity Manager or their designee. Vendor’s failure to submit required deliverables or reports when due, or failure to deliver required work to the reasonable satisfaction of the Project/Activity Manager within the structures as outlined under this Agreement may result in the withholding of payment until resolved, or unless such failure arises out of causes beyond the control and without the fault or negligence of the Vendor.

Vendor shall comply with all specifications, EnCompass and client quality documents and all subsequent versions thereof applicable at the time of deliveries. Vendor shall immediately notify EnCompass, in writing, of any failure of Vendor and/or the Services to comply with the specifications.

### **Inspection and Acceptance**

EnCompass has the right to inspect and test all supplies called for by the Agreement, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance in accordance with FAR 52.246-2 “Inspection of Supplies-Fixed Price”. EnCompass shall perform inspections in a manner that will not unduly delay the work. EnCompass assumes no contractual obligation to perform any inspection for the benefit of the Vendor unless specifically set forth elsewhere in this Agreement. EnCompass has the right either to reject or to require correction of nonconforming Services. Services are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. If any of the Services do not conform, EnCompass may require the Vendor to perform the Services again in conformity with contract requirements for no additional fee.

EnCompass shall accept or reject Services as promptly as practicable after delivery, unless otherwise provided in the Agreement. EnCompass failure to inspect and accept or reject the Services shall not relieve the Vendor from responsibility, nor impose liability on EnCompass, for nonconforming Services. EnCompass acceptance of any Services, or payment for, shall not be interpreted or construed to operate as a waiver of any right or cause for action arising out of the Vendor’s performance of any Services under this Agreement.

### **Payment**

Vendor is responsible for all associated bank and/or wire transfer fees and is liable for the payment of all taxes related to payments issued under this Agreement. EnCompass will not withhold or pay any amounts for federal, state or municipal income tax, social security, unemployment or workman’s compensation unless required by law. Vendor shall complete and submit an IRS Form W-9/W-8 and a Vendor Set Up Form upon acceptance of this Agreement, which must be on file with EnCompass before payment can be issued. Payment does not constitute final acceptance nor waive any rights or remedies of EnCompass.



### **Confidentiality**

Vendor agrees to indemnify EnCompass LLC against any claims by third parties arising from conduct under this Agreement. The Vendor agrees not to disclose information about EnCompass' business, including but not limited to proposals, contracts, financial information, personnel information or business planning, and shall take reasonable steps to protect such information, unless required to disclose by law.

### **Ethics and Business Conduct**

EnCompass and its employees adhere to high ethical standards and code of conduct through EnCompass Code of Business Ethics and Conduct in compliance with FAR 52.203-13 – "Contractor Code of Business Ethics and Conduct" which includes the observance of all applicable U.S. and non-U.S. laws and regulations. The Vendor is expected to adopt and comply with a code of conduct or policy statement regarding business conduct, ethics, and compliance that satisfies, at a minimum, these same standards. Vendor is required to report any violation of the Vendor's code of ethics and conduct committed by any employee(s) of either Party, or anyone affiliated with the Vendor, to EnCompass.

### **Compliance with Laws**

Vendor warrants that it shall comply with all national, federal, state, provincial, and local laws, ordinances, rules, regulations, and Executive Orders applicable to the performance of the Services. Vendor agrees to cooperate with and support EnCompass and EnCompass' clients efforts to comply with all laws, and utilize the tools and systems provided by EnCompass to ensure such compliance. Upon request, Vendor shall provide EnCompass with information, documentation, and certifications as will demonstrate Vendor's compliance with said laws and regulations.

### **Foreign Corrupt Practices Act**

The Vendor 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 will be performed outside of the United States of America.

The Vendor acknowledges and agrees that it is unlawful for the Vendor and/or any officer, director, employee, or agent of the Vendor 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 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 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 Vendor agrees not to interact with any government official, political party or public international organization on behalf of EnCompass, without prior written authorization, outside of Vendor's performance of the Statement of Work.

### **Combating Trafficking in Persons**

EnCompass policy does not tolerate trafficking in persons, including any trafficking-related activities as prescribed in FAR 52.222-50 – “Combating Trafficking in Persons”. The Vendor and its employees or agents are required to abide by the provisions set forth in FAR 52.222-50. Any violations of this policy include but are not limited to termination of this Agreement. If the Vendor obtains any credible information from any source to a violation of the policy, the Vendor shall report such information (and may choose to remain anonymous) by either:

- a) National Human Trafficking Hotline:
  - Call toll-free 24-hour hotline at (1-888-373-7888)
  - Text at 233733
  - Submit a tip online through the anonymous online reporting form at <https://humantraffickinghotline.org/en/report-trafficking>
  - Email at [help@humantraffickinghotline.org](mailto:help@humantraffickinghotline.org)
- b) Global Human Trafficking Hotline at 1-844-888-FREE or [help@befree.org](mailto:help@befree.org)
- c) EnCompass EthicsPoint System:
  - Call 24-hour hotline phone number (1-844-719-1427)
  - Online reporting form at [encompassworld.ethicspoint.com](http://encompassworld.ethicspoint.com)

The hotlines listed above may be used for confidential and anonymous reporting without fear of retaliation. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

### **Anti-Kickback (for work under Federal Contracts)**

As required by the Anti-Kickback Act of 1986 and as referenced in FAR 52.203-7 – “Anti-Kickback Procedures”, the Vendor warrants that it has not offered or given, or will offer or give, any gratuities, monies, gifts, things of value, or compensation of any kind for the purpose of securing this Agreement or favorable treatment under this Agreement.

### **Executive Order on Terrorism Financing**

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all EnCompass approved lower-tier vendors issued under this Agreement.

### **Export Control**

The Vendor agrees to comply with all U.S. Export Control Laws and Regulations, including the requirement to obtain any export license or agreement, if applicable, Anti-Boycott laws, and the Department of Treasury Office of Foreign Assets Control (OFAC) regulations. The Vendor also agrees that he/she will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with the Vendor, without the authority of an export license, agreement, or applicable exemption or exception. The Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of by the Vendor in the performance of any of its obligations under this Article.

### **Prohibited Sources**

Under no circumstances shall any items or services be procured from a prohibited source. Prohibited source includes but is not limited to Cuba, Iran, Sudan, Burma, North Korea in accordance with FAR 52.255-13 – “Restrictions on Certain Foreign Purchases”. Additional prohibited sources may be found through active

Sanctions Programs found at the Office of Foreign Assets Control (OFAC) website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>

### **Limitation on Liability**

In no event shall EnCompass be liable to the Vendor in the aggregate for any claim, damage, injury or loss of any nature arising out of or related to this agreement in excess of the maximum amount which the Vendor was agreed to be paid for the specified deliverables or services, giving rise to the claim, damage, injury or loss, or for any incidental, consequential, special, punitive or indirect damages.

### **Indemnity**

The Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission, negligence, willful misconduct, violation of statutory duties, or breach of this Agreement of the Vendor or its employees, officers, directors, or agents in performance of any of its obligations in connection with the performance of this Agreement.

### **Disputes**

Any dispute arising under this Agreement shall be settled by mutual agreement of the Parties. If the Parties cannot resolve the dispute amongst themselves within a reasonable time, the Parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in Maryland, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

### **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of Maryland without regard to its conflicts or law principles and shall be binding upon EnCompass and the Vendor hereto in the United States and worldwide.

### **Taxes**

The Vendor is liable for all taxes applicable to the proceeds received as a result of providing services or deliverables under this Agreement and EnCompass LLC will not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. EnCompass will annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by EnCompass to the Vendor.

### **Insurance**

Vendor certifies that it maintains the following insurance as required by law and in at least the minimum amounts stated below. Vendor shall produce a copy of evidence of coverage if requested by EnCompass. The Vendor shall require its lower-tier vendors to maintain insurance at, or in excess of, the limits stated below:

- Workers' Compensation and employer's liability insurance for the jurisdiction where the work is to be performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial General Liability at \$1,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage) covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission by the Vendor or of any of its employees, agents, or lower-tier vendors.

- If the Vendor is providing professional services, Professional Liability insurance for damages caused by any acts, errors, or omissions arising out of the Vendor's performance of professional services with limits not less than \$1,000,000 per claim.

### **Representations and Certifications**

As set forth below, Vendor shall provide current, accurate and complete representations and certifications. It shall be the Vendor's responsibility to complete the Representations and Certifications provided by EnCompass, measured from the date the Representations and Certifications were initially made. Additionally, it is the Vendor's responsibility to ensure the continued accuracy of Vendor's Representations and Certifications. In the event the status of any item which the Vendor represented or certified changes prior to renewal, the Vendor shall promptly notify EnCompass, within ten (10) business days after the change in status.

### **Termination of Agreement**

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

- a) For Cause: This Agreement may be terminated for cause at any time, in whole or in part, by EnCompass upon written notice. If the Vendor fails to comply with Agreement requirements, then the Vendor will be given thirty (30) calendar days to remedy the non-compliance before termination is considered.
- b) For Convenience: This Agreement may be terminated for convenience by written notice, in whole or in part, by EnCompass or if termination is directed by the EnCompass client. If this Agreement 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, Vendor will take immediate action to stop work and minimize all expenditures and obligations financed by this Agreement. The Vendor agrees to cancel unliquidated obligations whenever possible. EnCompass agrees to reimburse Vendor for work completed up to the date of termination on behalf of EnCompass.

### **No Partnership**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture relationship 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.

### **Ownership**

All reports, presentations and other work products related hereto produced by the Vendor under this Agreement will be considered data, subject to the provisions of FAR 52.227-14, "Rights in Data – General." EnCompass and its client shall have the irrevocable, fully paid up right to use, release to others, reproduce, distribute and publish such data. The Vendor agrees not to include any data which would be deemed Limited Rights Data to be used under this Agreement.

### **No Publication**

Neither Party shall disclose, publicize, or advertise in any manner the discussions or negotiations contemplated by the Agreement nor publish or disseminate any information resulting from the work being performed under this Agreement without the prior written consent of the other Party.

### **No Assignment**

Neither Party may assign or transfer or attempt to assign or transfer all or any portion of its rights, responsibilities, or obligations due or to become due under this Agreement to any person or entity without the prior written consent of the other Party. Any such assignment or delegation by Vendor of its rights,

responsibilities, or obligations hereunder without EnCompass' prior written consent shall be void. Consent shall not be unreasonably withheld.

#### **No Waiver**

No failure of any Party to exercise any right under, or to require compliance with, the Agreement, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude, or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude, or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

#### **Conflicts of Interest**

The Vendor warrants to its best knowledge and belief that there are no relevant facts or circumstances which could give rise to an actual or potential conflict of interest, as prescribed in FAR Part 9.5, or that such relevant information has been disclosed in writing by the Vendor to EnCompass. If an actual or potential conflict of interest is discovered after the execution of this Agreement, the Vendor will make a full disclosure in writing to the EnCompass Project/Activity Manager. The Vendor will provide a description of activities it has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict.

#### **Modifications**

No amendment or modification of any term of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by a duly authorized representative.

#### **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 circumstances beyond the affected Party's control and without the fault or negligence of the Party. Examples of these causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (a "Force Majeure Event"). In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Party. If a failure or delay in performance is caused by an event affecting any of the Vendor's suppliers, such failure or delay shall not be excusable unless such event is a Force Majeure Event as defined above.

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.

## ATTACHMENT B – REPRESENTATIONS AND CERTIFICATIONS

### 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

#### Vendor certifies to the following restrictions:

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g.,



connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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



(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

### **52.222-26 Equal Opportunity (Sept 2016)**

#### **Vendor certifies to the following restrictions:**

(a) Definition. As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for

noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

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

### **Vendor certifies to the following restrictions:**

(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 C: SUBCONTRACTOR/VENDOR QUESTIONNAIRE**

**[OBTAIN PART 1 AND PART 2 TEMPLATES FROM CONTRACT RESOURCE DIRECTORY TO ENSURE USE OF LATEST VERSION]**