# Request for Proposal

Dear Potential Offeror,

DT Global Asia Pacific Pty Ltd implements the Solomon Islands Threshold Program ("SITHP") in collaboration with other implementation partners. The Millennium Challenge Corporation ("MCC"), a foreign assistance agency of the United States Government, supports the SITHP with a USD 20 million grant, pursuant to a Threshold Program Grant Agreement it signed with the Solomon Islands Government ("SIG") on January 26, 2022. MCC has contracted DT Global Asia Pacific Pty Ltd under MCC Contract No. 95332422C0076**,** entitled *Solomon Islands Threshold Program Cross Cutting Program Support* (the "Prime Contract")*.*

DT Global Asia Pacific Pty Ltd invites qualified Offerors to submit detailed Proposals in response to this Request for Proposals ("RFP"), RFP ALTIF TA010, for an Assessment of the Feasibility of Rehabilitating the National Parliament of the Solomon Islands Building. The work required under this RFP is described in Part 4: Statement of Work. The winning Offeror will assess the current conditions of the building that houses the National Parliament of the Solomon Islands, identify necessary and discretionary works that will improve the performance and useful life of the building, develop a design basis and implementation plan for future rehabilitation works, and prepare preliminary cost estimates

This RFP includes the following parts:

- Part 1 — Instructions to Offerors
- Part 2 — Proposal Preparation and Submission Requirements
- Part 3 — Basis of Award and Evaluation Criteria
- Part 4 — Scope of Work / Technical Specifications
- Part 5 — Offer Submission Forms
- Part 6 — Draft Subcontract/Purchase Order (including FAR/MCC flow-down requirements)
- Part 7 — Representations, Certifications, and Due Diligence

Offerors may register their interest and may submit questions and requests for clarification by submitting electronic mail ("email") messages to the Point of Contact at the address noted in the Solicitation Summary. Offerors must submit complete Proposals via email by the deadline specified in the Solicitation Summary.

DT Global Asia Pacific Pty Ltd appreciates the interest in this procurement and looks forward to receiving Proposals from all qualified Offerors.

Regards,

Procurement Team
Solomon Islands Threshold Program
tenders@sithp.com.sb

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# Solicitation Summary

| | |
|---|---|
| **RFP No.** | Request for Proposal (RFP) ALTIF TA010 |
| **Issue Date** | November 27, 2026 |
| **Title of Assignment** | Assessment of the Feasibility of Rehabilitating the National Parliament of the Solomon Islands Building |
| **Location of Assignment** | Solomon Islands |
| **Period of Performance** | Five (5) months from date of contract award |
| **Issuing Office** | DT Global Asia Pacific Pty Ltd<br>Level 14, 501 Swanson Street, Melbourne, VIC, 3000 Australia |
| **Point of Contact** | e: tenders@sithp.com.sb |
| **Deadline for Submission of Questions or Requests for Clarification** | 5:00 pm in Sydney, Australia, on Friday, December 09, 2026 |
| **Deadline for Submission of Technical and Cost Proposals** | 5:00 pm in Sydney, Australia, on Friday, December 23, 2026 |
| **Anticipated Award Type** | Firm Fixed Price (FFP) Subcontract |
| **Basis for Award** | Best Value, as explained in Part 3 |

# Part 1. Instructions to Offerors

## Background

DT Global Asia Pacific Pty Ltd ("DT Global") is a prime contractor to the Millennium Challenge Corporation ("MCC") for the implementation of Cross Cutting Program Support functions of the Solomon Islands Threshold Program ("SITHP") under Contract No. 95332422C0076 (“Prime Contract”).

Under the Prime Contract, DT Global is authorized to engage contractors, consultants, and other service providers under subcontracts, as may be necessary to support the objectives of the SITHP. Subcontracts are subject to the applicable provisions of the Prime Contract, including those requirements that apply to the procurement and/or flow down to the subcontractor.

## Issuing Office

The Issuing Office identified in the Solicitation Summary is the sole point of contact for purposes of this RFP. Prospective Offerors may register their interest in this procurement by emailing the Point of Contact at the Issuing Office at tenders@sithp.com.sb with the subject line “RFP ALTIF TA009 — Registration of Interest,” including the business name and address of the Prospective Offeror and the name, title, telephone number, and electronic mail (“email”) address of the Prospective Offeror’s single authorized point of contact. DT Global will circulate all addenda, amendments, and responses to questions and requests for clarification only to Prospective Offerors who have registered in this manner. Any Prospective Offeror who fails to register in this manner assumes complete responsibility if it does not receive such communications prior to the deadline for submission of Proposals of this RFP.

## Anticipated Award Type

As a result of this RFP, DT Global expects to award a Firm Fixed Price subcontract. Under a Firm Fixed Price subcontract, DT Global will not adjust or increase the total price paid based on actual costs the Contractor may incur. Thus, Offerors must take care to include all direct and indirect costs in their total proposed price.

This is the anticipated award type only and may change following evaluation or negotiation.

## General Acknowledgements

1. Prospective Offerors and Offerors acknowledge that DT Global reserves the right, at any time, to vary or extend any date or deadline; change the structure or timing of the procurement process; request or provide additional information or clarification; call for new proposals; reject any proposal received after the deadline; reject any non-compliant proposal; terminate the participation of any Offeror in the process for any reason; negotiate with one or more Offerors; terminate negotiations with any Offeror at any time; or cancel this RFP and cease the procurement process.
2. Prospective Offerors and Offerors agree to communicate with DT Global regarding this RFP in writing only. Prospective Offerors and Offerors further agree that they shall not communicate or attempt to communicate directly with DT Global personnel, members of any associated evaluation panel, MCC, or other stakeholders concerning this RFP or the associated procurement process, unless expressly authorized in writing by DT Global. Prospective Offerors and Offerors acknowledge that DT Global may immediately disqualify any Offeror that fails to comply with these communication protocols.
3. By submitting a proposal, an Offeror agrees to be bound by all terms and conditions of this RFP.
4. Offerors acknowledge that DT Global reserves the right to select an Offeror other than the one offering the lowest price, in keeping with the basis of award as described in Part 3 of this RFP.

5. Offerors acknowledge that DT Global is not obligated to award a subcontract on the basis of this RFP.
6. Offerors acknowledge that DT Global will not be responsible for, nor will DT Global reimburse, any cost or expense that an Offeror incurs in preparing a Proposal.

## Questions and Requests for Clarification

Offerors may submit questions and requests for clarification in regard to this RFP in writing electronically to the Contact Person at the Issuing Office at tenders@sithp.com.sb, with the subject line RFP ALTIF TA010 – Request for Clarification, by the deadline specified in the Solicitation Summary. DT Global will circulate responses to all questions and requests for clarifications it receives electronically to all Prospective Offerors that have registered their interest without identifying the source of the question.

## Site Inspection

DT Global does not propose a site inspection in relation to this RFP. Offerors may prepare their Proposals solely on the basis of the information provided in this RFP.

## Qualified Offerors

1. To be a qualified Offeror, an Offeror must be legally incorporated and authorized to provide the specified goods or perform the specified services or work; possess the legal capacity to enter binding contracts; be financially sound and not subject to bankruptcy, insolvency, liquidation, receivership, or administration; have complied with applicable taxation and statutory obligations in its legal domicile; hold all professional registrations, licenses, and certifications required to provide the specified goods or perform the specified services or work; and not have been convicted of fraud, corruption, bribery, or professional misconduct that would materially affect its suitability for award.
2. To be a qualified Offeror, the Offeror, including any individual party or parties constituting the Offeror, may not be debarred, suspended, proposed for debarment, or otherwise excluded or ineligible for the award of United States Government contracts or participation in United States Government-funded procurements, and must not appear on the Specially Designated Nationals and Blocked Persons List, as maintained by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), each as verified through the System for Award Management ("SAM.gov") database for exclusions or any other applicable screening resource.
3. To be a qualified Offeror, an Offeror, including any individual parties constituting the Offeror, may not be prohibited by the laws or regulations of the Solomon Islands from participating in this RFP.
4. DT Global may verify the eligibility of each Offeror and proposed subcontractor through SAM.gov and other applicable databases of the United States Government or any international development partner or donor at any stage of the procurement or contract.
5. An Offeror may participate as a subcontractor in more than one Proposal but may submit only one Proposal in its own name.

## Eligibility of Goods and Services

An Offeror may not use, source, or supply goods and services that originate from, or are supplied through, any country or territory subject to sanctions imposed by the United States Government or economic sanctions administered by OFAC (see https://ofac.treasury.gov/sanctions-programs-and-country-information for the current list). Each Offeror is responsible for confirming the current coverage of OFAC sanctions at the time it submits its Proposal.

DT Global may exclude from consideration any Offeror which uses, sources, or supplies goods or services that originate from a prohibited source as described above, consistent with DT Global's due diligence and screening obligations under Part 1.7 of this RFP, above.

An Offeror may otherwise use, source, or supply goods and services from any other country or territory, except as may be prohibited by the laws and regulations of the Solomon Islands or by an international agreement to which the Solomon Islands is a party.

## Ethics, Conflicts of Interest, and Prohibited Practices

1. Conflict of Interest. Offerors must disclose any circumstance or relationship that constitutes, or may constitute, an actual or potential organizational conflict of interest relating to this procurement or to any existing agreement with DT Global. DT Global will assess disclosed conflicts and may require mitigation measures or reject a Proposal where a conflict cannot be adequately resolved.
2. Corrupt, Fraudulent, Coercive, Collusive, and Obstructive Practices. Offerors must observe the highest standard of ethics during the procurement process and the performance of any subcontract resulting from this RFP. DT Global may reject a Proposal and may declare an Offeror ineligible for a stated or indefinite period if it determines the Offeror has engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices in competing for or performing a contract, consistent with the definitions applied under the Prime Contract and the United States Government's Federal Acquisition Regulations ("FAR").
3. Ethics, Code of Conduct, and Reporting. Offers agree to adhere to all relevant provisions of the DT Global Code of Business Ethics and Conduct. Offers shall raise or report concerns about any suspected wrongdoing, including fraud, corruption or unethical conduct, to DT Global's independent, confidential Ethics Hotline via its website, https://qrs.ly/DTGlobalEthicsHotline, or direct email to speakup@coreintegrity.com.au.

## Security

Offerors should be aware of security conditions in the country or region in which the work or services will be performed. The winning Offeror, upon the award of any subcontract, will be responsible for the security of its personnel, including female personnel, and for maintaining appropriate insurance cover for its personnel.

## Insurance

The winning Offeror, upon the award of any subcontract, will be required to maintain adequate insurance for all personnel and subcontractors. Such required insurance may include travel insurance, workers' compensation insurance, Defense Base Act (DBA) insurance for personnel performing services outside the United States in connection with this United States Government-funded contract, public liability insurance, professional indemnity insurance (for professional/design services), medical insurance, and other insurance appropriate to the required services. Specific minimum coverage levels are set out in Part 5, Form 9.

## Cross-Cutting Requirements — GEDSI, Safeguarding, and Client-Mandated Terms

The winning Offeror, upon the award of any subcontract, shall conduct its work in accordance with all applicable terms mandated by the United States Government, MCC, and/or DT Global relating to fraud and corruption; the prevention of sexual exploitation, abuse and harassment (PSEAH); and child protection. DT Global may require subcontractors to complete mandatory training on these topics prior to the commencement of any work at no additional cost beyond what is priced into the Proposal.

## Confidentiality

Offerors shall treat all sensitive or proprietary information contained in this RFP, and any such information that DT Global subsequently provides, as confidential. Offerors shall use such information solely to prepare their Proposal and shall not disclose, reproduce, or distribute any part of this RFP

without the prior written consent of DT Global, except as necessary to prepare the Proposal or as required by law.

This RFP does not seek information of a highly proprietary nature. If an Offeror includes such information is its Proposal, the Offeror must annotate the relevant portions of its Proposal by marking them “Confidential and Proprietary” and alert DT Global, so that DT Global may treat these sections appropriately.

## SAM.gov Registration and Unique Entity Identifier (UEI)

- Prior to the award of any subcontract, the winning Offeror must register with the United States Government’s System for Award Management (SAM.gov) and obtain a valid Unique Entity Identifier (UEI) number.
- The winning Offeror, upon the award of any subcontract, must maintain its SAM.gov registration current throughout the period of performance, including for purposes of DT Global's first-tier subcontract reporting obligations to MCC.

# Part 2. Proposal Preparation and Submission Requirements

## Complete Proposal

A complete Proposal shall consist of three (3) sections, including

(i) Technical Proposal;

(ii) Price Proposal; and

(iii) Supplemental Information.

## Technical Proposal

At a minimum, a Technical Proposal must provide the following:

- A thorough description of the proposed goods, services, or work that the Offeror proposes to provide in order to meet or exceed the Statement of Work, as specified in Part 4 of this RFP.
- A thorough explanation of the approach and methodology that the Offeror proposes to use to meet or exceed the Statement of Work, as specified in Part 4 of this RFP. An Offeror that merely repeats or paraphrases the Statement of Work without providing a substantive, project-specific response may be considered non-responsive.
- A detailed work plan or delivery schedule that breaks proposed activities into tasks and identifies timelines, key milestones, and/or delivery dates, in the format provided in Part 5, Form 2, of this RFP.
- A thorough explanation of the Offeror's proposed staffing plan that addresses relevant qualifications, experience, and (where applicable) team balance, including the number of Solomon Islands nationals, in the format provided in Part 5, Form 3, of this RFP, and that clearly lists proposed key personnel and includes for each a curriculum vita (CV), in the format provided in Part 5, Form 4, of this RFP.
- Evidence of technical acceptability against each non-cost factor identified in Part 3; and
- Detailed descriptions of the Offeror's past performance on at least three (3) recent, relevant contracts of similar scope and value, each including the name and contact information of the client; the value and duration of the contract or subcontract; a thorough explanation of the goods provided or services performed by the Offeror, including the location(s) in which such goods or services were delivered; and any performance issues and how they were resolved, in the format provided in Part 5, Form 5, of this RFP.

In the Technical Proposal, an Offeror must identify any subcontractors or subconsultants on whose assistance or support it expects to rely in delivering the goods or services reflected in the Statement of Work. In accordance with any subcontract that results from this RFP, the winning Offeror will be responsible for coordinating and delivering the complete Statement of Work, regardless of the use of subcontractors or subconsultants.

**A Technical Proposal must <u>not</u> make reference to cost or pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.**

## Price Proposal

The Offeror shall complete the Price Summary provided in Part 5, Form 6, the Breakdown of Rates provided in Part 5, Form 7, and the Price Schedule provided in Part 5, Form 8, of this RFP. Unless stated otherwise in writing, the Offeror shall ensure that all prices and rates included in the Price Proposal are fully loaded (that is, inclusive of all direct and indirect costs, overhead, and profit). All costs shall be quoted in United States Dollars ("USD"). For the avoidance of doubt, the Offeror shall include in its Price Proposal the costs of any investigations and tests that an experienced consultant could reasonably foresee as necessary to complete the Assignment.

The Offeror is solely responsible for determining its own tax liabilities in relation to any subcontract arising from this RFP. As stipulated in the Threshold Program Grant Agreement between MCC, acting on behalf of the United States Government, and SIG, the services provided in relation to this RFP shall be exempt from all sales taxes, customs duties, and other fees that SIG would otherwise assess. Subcontractors legally domiciled in the Solomon Islands may, nevertheless, be required to pay withholdings for corporate income taxes assessed by SIG. Subcontractors legally domiciled in other countries may still owe taxes to their home jurisdictions. Where taxes are to be paid, the specific taxes must be identified and accounted on a separate line and not embedded in the unit prices shown on the Price Proposal.

## Proposal Validity Period

Offerors must clearly indicate on the Technical Proposal and Price Proposal that each will remain valid for a minimum of ninety (90) days from the submission deadline.

## Supplemental Information

An Offeror should provide the following as Supplemental Information:

- Copy of the current, valid business license and/or registration (front and back) of the Offeror's company or firm, or where not possible, the license or registration number associated with the valid business license and/or registration of the Offeror's company or firm;
- Completed and signed DT Global Due Diligence Assessment, as provided in Part 5, Form 11, of this RFP; and
- Completed and signed NDAA Representation Form, as provided in Part 5, Form 12, of this RFP.

The Offeror may also include any information or document that was not listed in the sections above and that the Offeror finds necessary or beneficial to include in the proposal.

## Format and Submission

1. Offerors must submit Proposals written in the English language. Where an Offeror must submit an original document in a language other than English, the Offeror shall provide a bona fide translation of the contents of the document into the English language.
2. Offerors must submit Proposals by email to the Point of Contact at the email address specified in the Solicitation Summary. DT Global will not accept any Proposal submitted in hard copy or any Proposal submitted to an incorrect email address.
3. Offerors must submit the Technical Proposal, the Price Proposal, and the Supplemental Information in three (3) separate email messages, each with the subject line RFP ALTIF TA009 and the name of the Proposal document (Technical, Cost, or Supplemental), and with the business name, business address, point of contact, and contact information for the Offeror clearly listed in the body of the email.
4. Offerors must submit all sections of their Proposals by the submission deadline specified in the Solicitation Summary. DT Global may reject Proposals for which it receives any section of the Proposal after the deadline. DT Global strongly recommends that Offerors obtain an email delivery receipt as proof of submission for each separate section of the Proposal.
5. Offers must submit Proposals and all related documents in a format that can be opened by one of the following applications: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or PDF. DT Global may disqualify any Proposal that includes documents in any other format.
6. Should DT Global determine that an Offeror's Technical Proposal is technically unacceptable or non-responsive, DT Global will not open or evaluate the Offeror's corresponding Price Proposal.

## Compliance Documents Checklist

Each Offeror must submit the following with its proposal:

- Proposal Cover Letter, using the *Offer Declaration* provided in Part 5, Form 1, of this RFP;

- Technical Proposal, as described in Part 2.2, Part 2.4, and Part 2.6 of this RFP and using the *Work Plan and Delivery Schedule*, *Team Staffing and Assignments Table*, *Curriculum Vita Template*, and *Past Performance Template* provided in Part 5, Forms 2-5, of this RFP;
- Price Proposal, as described in Part 2.3, Part 2.4, and Part 2.6 of this RFP and using the *Price Summary*, *Breakdown of Rates*, and *Price Schedule* provided in Part 5, Forms 6-8, of this RFP;
- Supplemental Information, as described in Part 2.5, Part 2.6, and Part 7 of this RFP and using the *Insurance Reporting Form*, *Confirmation of Registration or Self-Certification*, *DT Global Due Diligence Assessment - Part A: Baseline (Mandatory) Assessment*, and *Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment* provided in Part 5, Forms 9-13, of this RFP;
- Mark Up or Table of Comments in relation to the Draft Contract provided in Part 6.3 of this RFP;

## No return

DT Global does not expect to return to their Offerors any Proposals submitted in response to this RFP.

# Part 3. Evaluation and Award

## Evaluation Process and Criteria

DT Global will first evaluate the Technical Proposals that all Offerors have submitted on the basis of the Technical Evaluation Criteria listed below. DT Global will classify Technical Proposals which demonstrate the strongest technical capabilities and are most competitive as part of the Competitive Range. DT Global will then evaluate only the Price Proposals corresponding to the Technical Proposals in the Competitive Range.

### Technical Evaluation Criteria

| No. | Selection Criteria — Technical Proposal | Max. Score |
|---|---|---|
| 1 | Appreciation of Requirements<br>The extent to which the Offeror appears to understand the Statement of Work and/or the technical specifications of the assignment, and the quality of the approach and/or methodology the Offeror proposes to achieve it. | 30 |
| 2 | Work Plan and Delivery Schedule<br>The level of detail, realism, and quality of the Offeror's proposed schedule, sequencing of activities, and allocation of tasks/outputs, with completion dates. | 20 |
| 3 | Organizational Capacity and Staffing<br>The organizational capacity and quality assurance arrangements of the individuals, company, or firm for providing the proposed goods, services, or works, including the skills and capabilities of key personnel whom the Offeror proposes to work on the assignment. | 30 |
| 4 | Past Performance<br>The Offeror’s experience in the successful delivery of contracts of a similar nature, scope and complexity, based on details of at least three (3) relevant and recently completed contracts. | 20 |
| | **TOTAL** | **100** |

## Determination of Price Reasonableness

DT Global will not score or assign points to Price Proposals. Instead, DT Global will evaluate the Price Proposals to determine whether their proposed prices are fair and reasonable In such evaluation, DT Global may consider factors such as: consistency between the proposed price and the Offeror's technical approach and level of effort; comparison against DT Global's independent cost estimate, if any; comparison among the prices proposed by competing Offerors; current market prices for comparable goods or services; and the adequacy of the price detail and cost/pricing justification provided.

## Basis for Award

DT Global will award a subcontract to the Offeror whose proposal offers the best value to DT Global and to the SITHP, considering both its Technical Proposal and its Price Proposal.

DT Global may, at its discretion negotiate with any Offeror whose Technical Proposal is within the Competitive Range to arrive at a fair and reasonable price or take any other action available to it under Part 1.4 of this RFP. Any negotiations shall not substantially alter the Statement of Work or the terms of this RFP in a manner that affects the fairness of the competition.

DT Global anticipates awarding one subcontract on the basis of this RFP.

# Part 4. Scope of Work / Technical Specifications

## Background, Context, and Objectives

### Background

The Solomon Islands Threshold Program (the "Program" or "SITHP") addresses two of the most significant impediments to economic growth in the Solomon Islands. Through the Accessing Land for Tourism Investment Facilitation ("ALTIF") Project, the Program addresses the lack of secure access to land, which limits investment in the tourism sector. Through the Forest Value Enhancement ("FoVEP") Project, the Program addresses issues with the management of natural resources in the forestry sector.

The Millennium Challenge Corporation ("MCC"), a foreign assistance agency of the United States Government, supports the Program with a USD 20 million grant, pursuant to a Threshold Program Grant Agreement it signed with the Solomon Islands Government ("SIG") on January 22, 2022. DT Global implements the Program in collaboration with several other implementation partners.

DT Global seeks to engage a qualified architecture and design consulting firm to support certain activities under the ALTIF Project related to the development of higher quality tourist facilities in the Solomon Islands (the "Feasibility Consultant"). These activities include a multidisciplinary assessment of the current conditions of the building that houses the National Parliament of the Solomon Islands, an identification of both necessary and discretionary works that will improve the useful life and performance of the building, the development of a design basis and implementation plan for future rehabilitation and upgrading works, and preparation of preliminary cost estimates (the "Assignment").

### Context

The National Parliament of the Solomon Islands ("NPSI") is the supreme governing body for the Solomon Islands. Under the country's constitution, adopted in 1978, NPSI discusses and debates public policy issues, creates national laws, selects both the Prime Minister and the Governor-General, and scrutinizes and oversees the national government. A unicameral legislature, it is made up of fifty (50) members, each selected through a direct election to represent one of the single-member districts spread out across the country's several thousand islands.

The building that houses NPSI occupies a site overlooking central Honiara from the top of Vavaea Ridge. The building was designed in 1992 and built in 1993-1994 as a gift from the United States Government. It was presented fifty years after the Guadalcanal Campaign, in which allied military forces under the leadership of the United States launched attacks on Guadalcanal, Tulagi, and Florida Islands, eventually ending Japan's military occupation of the archipelago. The building commemorates the enduring ties that the two countries forged through military cooperation and serves as a memorial to the soldiers and sailors who died in the campaign.

The building is also architecturally distinctive, as it incorporates elements of traditional architectural styles found across the Solomon Islands. Its most distinctive feature is a ridged, conical dome that rises above the main parliamentary chamber. The dome measures 37 meters wide and 13 meters high and functions without interior columns. On account of the dome, the building is commonly referred to as the Round House Building. Beyond the dome, the building has a steel frame and utilizes reinforced concrete with extensive glazing. The interior has nearly 2,000 square meters of working space across two storeys and features hand-painted murals, frescoes and other pieces of traditional arts, crafts, and interior design. Together, the building has significant national, cultural and architectural value.

After thirty (30) years of continuous use, however, the building show signs of age and deterioration. In recent years, the National Parliament Office ("NPO") has hired contractors for periodic maintenance on a number of specific issues. In 2021, NPO contracted Kramer Ausenco, an architecture and engineering company headquartered in Papua New Guinea and now known as Kramer Asia Pacific, to undertake a non-destructive assessment of the condition of the building. Its assessment was completed the following year (the "Condition Assessment (2022)"). Although primarily visual and

constrained by inaccessible and concealed building elements, the Condition Assessment (2022) identified a range of defects that Kramer Ausenco advised would require further investigation. These include evidence of structural deterioration, water ingress, moisture damage, and deficiencies in site and stormwater drainage. The Condition Assessment (2022) is attached as Annex 1.

Earlier this year, the Solomon Islands Government ("SIG") approached the Millennium Challenge Corporation ("MCC") with a request to utilize funding available under the SITHP to undertake a more detailed assessment of the conditions of the NPSI building and plan for future rehabilitation. Given the time elapsed since the Condition Assessment (2022), SIG anticipates that further deterioration has occurred. SIG has requested that the assessment consider opportunities to position the grounds of NPSI as a tourist attraction through improved landscaping, public access and pedestrian connectivity, parking, and the development of a dedicated visitor center. SIG also seeks to ensure that any future rehabilitation or improvement meets the national construction and building safety standards that were substantially revised and strengthened through the National Building Standards Act, which was adopted in 2025. Among other issues, the law sets substantially higher standards for construction materials, quality assurance procedures, and resilience against coastal flooding, cyclones, earthquakes, and other concerns related to climate change and urbanization.

### Objectives

The objectives of this Assignment are to (i) assess the current conditions, structural adequacy, and functional performance of the building that houses the National Parliament of the Solomon Islands, including its immediate external works; (ii) identify works necessary to ensure safety and ensure compliance with current regulatory requirements and discretionary improvements that will improve the useful life and performance of the building; (iii) establish a detailed scope, design basis, and implementation plan for future rehabilitation and improvement; and (iv) prepare preliminary cost estimates for proposed rehabilitation and improvements.

The Assignment does not contemplate development of detailed construction designs or construction works. These may be undertaken at a later date under distinct sources of funding and separate contractual arrangements.

## Considerations

### Feasibility Consultant

DT Global anticipates that an experienced architect or architectural, engineering, and design firm will serve as the Feasibility Consultant. The Feasibility Consultant will manage and coordinate a team that represents all design disciplines and specialist resources required to complete the Assignment. As a minimum, the team shall include suitably qualified and experienced personnel in:

1. architecture;
2. structural and civil engineering;
3. mechanical, electrical, hydraulic and fire services; and
4. quantity surveying.

The Feasibility Consultant may also engage additional specialists, including hazardous materials, waterproofing or other consultants, where required.

The Feasibility Consultant will be responsible for all engagement with DT Global and other stakeholders, the coordination and completeness of all inputs from this team, and the development and presentation of all deliverables.

### Operational and Safety Requirements

Given its significance as a tourist attraction and its functional role in the governance of the country, the NPSI building must remain open and operational throughout the Assignment. Accordingly, the Feasibility Consultant must plan and implement the Services with due attention to continuous operation; health, safety, and environmental considerations; and security concerns.

The Feasibility Consultant will immediately raise to DT Global any condition or issue that presents a significant health, safety, or environmental risk or that presents risks to the structural integrity or continued operation of the building.

### Technical Standards and Regulatory Requirements

The Feasibility Consultant must comply with Solomon Islands legislation, regulations, codes and statutory requirements relevant to the services.

Where the requirements of the Solomon Islands do not adequately address a particular technical matter, relevant contemporary Australian Standards shall be adopted as the technical benchmark.

## Scope of Work

The Feasibility Consultant will undertake the Assignment in four (4) distinct phases, as described below.

### Phase One: Inception and Planning

In Phase One, the Feasibility Consultant will coordinate with the DT Global Project Manager and other stakeholders to review the Assignment, consult stakeholders, scope the assessment, and plan all necessary tests and the provision of deliverables.

### Tasks and activities

- Review this Statement of Work and other introductory materials provided by DT Global to identify any issues related to the building or elements of the Assignment that require clarification, follow up, or further documentation.
- Consult relevant NPO personnel to develop an understanding of the functional requirements for the NPSI building, including the parliamentary chamber, the public viewing gallery, the offices within the building, and other functional spaces; telephone, audiovisual, closed circuit television, internet, broadcasting and other communications and technology requirements; security and access-control requirements; public accessibility requirements; and known defects, recurring failures and maintenance issues.
- Consult relevant NPO personnel to develop an understanding of intentions, expectations, and preliminary plans for improvements to the NPSI building and associated complex to service and attract visitors, including improved access points, walkways, landscaping, lighting, and a possible dedicated visitors center.
- Review the National Building Standards Act, national building code, and other applicable standards, codes, and requirements to establish a clear understanding of required investigations and tests and the associated regulatory framework.
- Review the Condition Assessment (2022), as well as the original as-built construction documents, records of routine and periodic maintenance, and records of unscheduled repairs, as provided by DT Global, to establish a baseline understanding of the current, documented condition and performance of the building.
- Establish a clear calendar of parliamentary sitting periods, public events, and other operational constraints that may affect the schedule of investigations, testing, and other work on the NPSI building and the associated grounds.
- Identify the various permissions, authorizations and approvals that may be required for the Assignment, including any requirements from the Honiara City Council or from the Architecture Building Management Services Division, Ministry of Infrastructure Development, and define the process and approximate timeline required to comply with such requirements.
- Develop a detailed work plan that reflects all non-invasive and invasive tests, studies, and investigations necessary to establish the current conditions and performance of the NPSI building, as well as the assessments and plans needed to develop proposed improvements to the NPSI building and associated grounds.
- Hold a kick-off meeting to review communication protocols, planned resources, open questions, requirements, and preliminary delivery dates with the DT Global Project Leader (and potentially with representatives of the NPO).

### Deliverables

- **Inception Report and Condition Assessment Plan** that, at a minimum: (i) identifies and briefly explains known issues that affect the condition and performance of the building, based on a review of existing reports and documentation; (ii) identifies discrepancies between or gaps in existing documentation or other missing information that requires further investigation as part of the Assignment; (iii) identifies and explains applicable accessibility requirements, fire safety requirements, building codes, engineering standards and other standards, codes, regulations, or legal requirements against which the condition and performance of the building must be assessed, with particular mention of any standards or requirements that have changed in the time since the building was initially constructed; (iv) lays out and explains a proposed program of inspections and technical investigations, including a detailed work plan; and (v) identifies, where necessary, any technical specialists whose services may be required under subcontract to complete the proposed work. Expected length: 10-15 pages, single spaced (not including attachments or annexes).
- **Building Investigation and Testing Plan** that, at a minimum identifies the location, purpose, methodology, operational impact, safety controls and reinstatement requirements associated with each non-destructive, intrusive, and destructive test the Feasibility Consultant proposes to undertake in association with the Assignment.

### Phase Two: Detailed Building Condition Assessment

In Phase Two, the Feasibility Consultant will schedule, conduct, and interpret all non-invasive and invasive tests, studies, and investigations necessary to establish the current conditions and performance of the NPSI building, to meet applicable standards, codes, or requirements, or to improve the performance of the building and support expected future functions. For the avoidance of doubt, in conducting the agreed program of inspections and technical investigations, the Feasibility Consultant shall ensure adequate coverage of all areas of the building and, where necessary, shall revisit any areas marked in the Condition Assessment (2022) as inaccessible.

### Tasks and activities

- Authorizations. Apply for and obtain all necessary permissions, authorizations, approvals or permits that may be required for the proposed program of inspections and technical investigations.
- External and civil works assessment**.** Assess site levels, roof-water discharge, surface water flow and stormwater runoff, stormwater collection infrastructure, pedestrian pathways, external stairs, pavements, retaining structures, external utilities, and landscaping elements, giving particular attention to identifying the causes of ponding and water ingress. The Feasibility Consultant shall establish the preliminary requirements for an integrated site and stormwater drainage solution appropriate to the region's tropical rainfall conditions.
- Structural assessment. Assess the foundations, ground and suspended slabs, roof structure, structural walls, columns, beams, stairs and other principal structural elements of the building, giving particular attention to identifying the causes of cracking, voids, spalling, and exposed or corroded reinforcement. The Feasibility Consultant shall conduct sufficient investigation and structural analysis to determine whether strengthening, remediation or replacement of various structural elements is likely to be required.
- Non-destructive, intrusive, destructive testing. Undertake non-destructive, intrusive, and destructive investigations on a risk-based and representative basis, to include concrete coring and strength testing, reinforcement scanning, corrosion testing, selective opening of concealed areas, test pits, moisture testing, and testing of building services, taking care that any such tests or investigations do not unnecessarily compromise the building's structural integrity, weather-tightness, security, safety or continued operation.
- Building fabric assessment. Assess the condition, current performance, and suitability of the building fabric, to include, at a minimum: façades and external walls; roof; windows, glazing and doors; internal partitions and ceilings; floor and wall finishes; joinery and fixed furniture; stairs, balustrades and handrails; wet areas and amenities; waterproofing; moisture penetration, mould and condensation; and significant architectural finishes, artwork and elements requiring

preservation, with due attention to determining the source and cause of water penetration and moisture-related deterioration.

- Hazardous materials testing. Identify, survey, and inspect hazardous materials, including any construction materials containing asbestos (none of which are known to have been used in the construction of the building). For the avoidance of doubt, the Feasibility Consultant shall not disturb any suspected hazardous materials until such materials are positively identified and suitable controls are established.
- Electrical services testing. Assess, at a minimum: incoming supply and utility interface; transformers, switchboards and distribution; earthing; power and lighting; emergency and exit lighting; standby power generation; surge and lightning protection; communications/data and audiovisual infrastructure; security and access-control systems; and capacity for anticipated future loads, paying particular attention to previously identified deficiencies in emergency and exit lighting.
- Mechanical Services Assessment. Assess indoor environmental conditions; ventilation; air handling system; air filtration systems; ductwork; air conditioning system, including refrigerant and condensate systems; system controls; and plant access; paying particular attention to the remaining service life of critical equipment and identifying components to be retained, refurbished, modified or replaced in any future rehabilitation or improvement.
- Hydraulic services assessment. Assess potable water service, water storage, water heating, sanitary plumbing and drainage, roof drainage, stormwater, and connections to external water and sewerage infrastructure, paying particular attention to known drainage deficiencies and the causes of ponding, water ingress and moisture affecting the ground floor.
- Fire and life safety assessment. Assess the function, sensitivity, placement, and coverage of fire detection and alarm systems; occupant warning system; emergency lighting, evacuation routes and emergency exit capacity; fire extinguishers and other fire suppression equipment; penetration firestops, fire doors, fire walls, other fire partitions, and the overall system of fire separation; automatic sprinklers or fire water system; hose reels, stand pipes, and fire hydrants, identifying changes, improvements or upgrades required to meet current building codes and provide for appropriate, contemporary levels of fire and life safety.
- Information and communications assessment**.** Assess telephone, audiovisual, closed-circuit television, internet, broadcasting, and other communications and technology systems against high-level requirements, with a particular emphasis on expected future needs, and identify material spatial, services, infrastructure and cost implications.
- Accessibility Assessment. Assess accessibility to the building from points of entry and other parts of the grounds, accessibility into the building, and accessibility within the building, including width and material of access pathways, placement and adequacy of curb cuts, availability of access ramps or other access features around stairs, availability of elevators, placement and adequacy of signage, and availability of accessible parking and set-down areas, identifying changes, improvements or upgrades required to meet current building codes and provide for appropriate, contemporary levels of accessibility within the constraints and architectural character of the building.
- Repairs. Promptly reinstate all elements and areas disturbed as the result of intrusive or destructive testing to a safe and serviceable condition.
- Document any elements of the building or its systems that deviate or diverge materially from descriptions, explanations or assessments in existing documentation and/or do not clearly meet current applicable standards, codes or requirements.
- Identify practical opportunities to improve the performance of the building, with a particular emphasis on weatherproofing and drainage; energy and water efficiency; maintainability; durability; accessibility; and whole-of-life performance.

### Deliverables

- **Building Conditions Report** that, at a minimum: (i) provides a detailed assessment of the current conditions of the building exterior and building envelope, major building systems, and building structure; (ii) identifies and describes issues or concerns that affect the integrity or performance of the building and elements of the building or its systems that do not clearly meet

current standards, codes, or requirements, providing for each (a) detailed photographic evidence or test results of the issue or concern; (b) explanation of the underlying sources or causes of the issues or concerns, and (c) an indication of the severity or urgency of enhanced maintenance, repair, replacement or other remedial actions; (iii) estimates the remaining practical service life of critical building systems and components; and (iv) identifies issues and concerns related to moisture and mold, indoor air quality, the presence of hazardous materials (including any lead-based paint or asbestos), accessibility, public safety, earthquake and fire safety, and other social and environmental concerns (including considerations related to safety, the disposal of building materials, and construction waste during any refurbishment). Expected length: 20-25 pages, single spaced (not including attachments or annexes).

### Phase Three: Recommended Rehabilitation and Improvements Program and Costing Analysis

In Phase Three, the Feasibility Consultant will translate the principal findings of the Building Conditions Report into a single recommended program of rehabilitation works and improvements that, in the professional judgment of the Feasibility Consultant, represents the most technically appropriate and cost-effective way to address technical and safety issues, bring the NPSI building into compliance with all applicable codes and standards, and extend the building's useful life. For the recommended program, the Feasibility Consultant will define the design basis, estimated costs, implementation plan, and expected impact on building performance. The Feasibility Consultant will also define and scope a recommended program for creating a visitor center, including a proposed design basis, estimated cost, and associated implementation plan.

### Tasks and activities

- Identify, define, and explain the specific repairs, replacements, improvements or other interventions that will be necessary to address urgent safety concerns; resolve persistent issues and arrest further deterioration; meet applicable standards, codes and requirements; and maintain current performance levels in the NPSI building. For each, identify the engineering standard, building code, regulation, or other requirement that the recommended repair will address, and where necessary explain any circumstances in which technical deficiencies or practical considerations impede or prevent compliance or impose disproportionate cost.
- Separately, identify and explain any additional improvements that, in the professional judgment of the Feasibility Consultant, are needed to upgrade critical systems, enhance efficiency and upgrade performance levels, improve functionality, and extend the useful life of the building.
- Develop a single, unified recommendation for an integrated rehabilitation program that represents the most technically adequate, cost-effective, sustainable, and appropriate approach to the rehabilitation and improvement of the NPSI building. For the recommended program, briefly (i) explain the scope of repairs or rehabilitation works; (ii) define the design basis, including conceptual plans, diagrams, or sketches sufficient to explain the proposed interventions; (iii) assess the technical feasibility of the expected works; (iv) analyze the impact of the expected works on the building's intended use, capacity, and function, as well as its potential impact on the service life of critical systems and the building overall; (v) define a preliminary construction plan and schedule, including phasing and duration of expected work; and (vi) identify, describe, and weigh potential issues or risks, including the availability of construction materials, equipment, and labor.
- Define, develop and present a recommendation for the construction of a visitor center detached from the NPSI building, located elsewhere within the NPSI grounds, and with a gross floor area (GFA) not to exceed 150 square meters, with an explanation of the following elements: proposed siting location; topography and drainage of proposed siting location; availability of utilities at siting location; relationship and connectivity to the NPSI building; design basis and concept plan; public access, visitor arrival, accessibility and security screening; separation of public and secure areas; vehicle and pedestrian movements; impact on architectural integrity and consistency; impact on and landscape design; and constructability.
- Prepare a preliminary cost estimate for the entire recommended rehabilitation and improvements program (including creation of the visitor center) that is suitable for project budgeting and investment decision-making and that is based on an elemental cost approach supported by

preliminary quantity estimates; includes contractor preliminaries, contingencies and escalation; allows for demolition, staging, temporary works; distinguishes essential and discretionary works, where practicable; separately estimates initial capital costs or outlays and ongoing operations, maintenance and repair costs; contemplates uninterrupted operation of the parliament and the entire NPSI building; clearly states the pricing date, currency, assumptions, and exclusions; reflects due consideration of the limited availability of skilled labor and construction equipment and the requirements associated with the import of construction materials, including the availability of freight, port handling, import duties; and reflects an analysis of discounted whole life cycle costs in order to support comparisons.

### Deliverables

- **Recommended Rehabilitation and Improvements Program and Costing Report** that defines and clearly describes the recommended rehabilitation and improvements program for addressing critical issues and concerns identified in the Building Conditions Report, improving the performance of critical systems, and extending the building's useful life, and (i) provides a design basis, sketches, diagrams and/or conceptual plans sufficient to explain the program; (ii) briefly describes the works required and the construction approach or plan associated with the program, including estimated schedule or work plan; (iii) assesses the impact of the proposed program on the layout, capacity, use, and performance of the building and its implications for the building's useful life; (iv) assesses the technical feasibility of the proposed program, identifying potential issues and risks and assessing implications for routine and periodic maintenance; and (v) provides a preliminary estimate of capital costs (using elemental cost estimates), lifecycle costs, and public sector value for money associated with the program, with particular attention to the availability of required labor material and equipment. Expected length: 15-20 pages, single spaced (not including attachments or annexes).

### Phase Four: Feasibility Assessment

In Phase Four, the Feasibility Consultant will incorporate feedback to the Recommended Rehabilitation and Improvements Program and Costing Report and integrate other findings into a single, coherent Feasibility Assessment Report that reflects its comprehensive assessment of the recommended program for the rehabilitation and improvement of the grounds and buildings that comprise the NPSI, as agreed with DT Global.

### Tasks and activities

- Working through the DT Global Project Manager, discuss and confirm elements of the recommended rehabilitation and improvements program with representatives of the NPO and other stakeholders within the SIG, making adjustments as may be necessary.
- For the recommended program, expand the design basis developed in Phase Three to describe in more detail the design criteria and performance requirements and identify, for each area of the building or discipline, building elements or systems that should be retained, repaired, replaced or upgraded. The discussion should also identify any matters that require further tests or investigations or that, in the view of the Feasibility Consultant, should be referred to additional stakeholder consultations.
- For the recommended program, expand the preliminary implementation strategy, work plan, and staging developed in Phase Three, with due consideration to staged access, temporary services, fire and life safety, security, dust and noise, temporary relocation of functions, early works, long-lead items and the sequencing of internal and external works.
- Circulate a draft of the Final Feasibility Assessment Report to the DT Global Project Manager, relevant staff of the NPO, and other critical stakeholders from SIG and, whether via video conference call or in person; make a live presentation of key report findings. Record and summarize all questions and other feedback, develop a consolidated response table, and indicate how each comment or suggestion has been addressed in the development of the final Feasibility Assessment Report.

### Deliverables

- **Final Feasibility Assessment Report** that identifies a preferred option for the rehabilitation and/or improvement of the NPSI grounds and building, integrates feedback on the Rehabilitation

Options and Costings Report, reflects updated and final calculations of all cost and financial figures, and attaches updated and final versions of all supporting and supplemental reports. At a minimum, the feasibility assessment report should include distinct sections to: (i) identify applicable standards; codes, and requirements; (ii) describe the current condition of the building by summarizing the results of inspections, tests, and investigations; (iii). define the design concept and proposed scope of work for the recommended program, with a clear explanation of the reasons it is recommended; (iv) present estimates of initial capital costs, operations and maintenance costs, and whole life cycle costs; (v) present an implementation plan, including a work plan and expected timeline and a discussion of the source of required materials and the method of acquisition or procurement; (vi) assess the technical and financial feasibility of the recommended program, with an emphasis on its value for money; (vii) identify critical issues and risks and possible mitigation measures, including any additional consultations, investigations, or authorizations that must be undertaken; and (viii) make a clear recommendation to proceed or not to proceed with the recommended program.

- **Feasibility Report Presentation** that summarizes the findings and recommendations of the Feasibility Assessment for senior officials and representatives of international development partner organizations. Expected length: 20 slides, not including cover slide, section heading slides, and concluding slides or slides containing supplemental information.

## Assignment Duration

DT Global aims to complete the Assignment within a period of no more than five (5) months following the date of contract award.

However, each Offeror shall determine the level of effort and length of time needed to plan and complete the Assignment as described herein. Each Offeror shall set its Technical Proposal and price its Cost Proposal to reflect its determination.

## Reporting and Direction

The Feasibility Consultant will work under the direct supervision of a DT Global Project Manager. to be appointed by DT Global. The DT Global Project Manager will manage all contractual matters, review all deliverables, issue acceptances, and authorize payments. The DT Global Project Manager may instruct the Feasibility Consultant to share certain information with the National Parliament Office (“NPO”), for which the DT Global Project Manager will provide introductions to a relevant point of contact.

Through its Team Leader, DT Global will also be responsible for gathering input and securing any approvals that may be required from MCC or from the SIG more broadly.

## Deliverables

| Phase | Deliverable | Payment (percent) |
|---|---|---|
| Phase One | Inception Report and Condition Assessment Plan | 20 |
| Phase Two | Building Condition Report | 30 |
| Phase Three | Recommended Rehabilitation and Improvements Program and Costing Report | 20 |
| Phase Four | Draft Feasibility Assessment Report | 10 |
| | Final Feasibility Assessment Report | 20 |
| | Feasibility Assessment Presentation | |

## Subcontractors and Sub-Consultants

This procurement is funded under the SITHP and will be subject to the applicable requirements of the Prime Contract, including those FAR and MCC requirements that are incorporated into the resulting subcontract or purchase order. Offerors are encouraged, but not required, to identify in their proposals any subcontractors or sub-consultants they anticipate using in performing the Scope of Work. The successful Offeror remains fully responsible for coordinating and delivering the complete scope of work in accordance with the resulting subcontract, regardless of the use of subcontractors.

# Part 5. Offer Submission Forms

## Form 1. Offer Declaration

[Date]

DT Global Asia Pacific Pty Ltd
Level 14, 501 Swanson Street
Melbourne, VIC, 3000 Australia

To whom it may concern:

As the authorized representative of [Business Name of the Offeror], I hereby declare and affirm that:

a) I have read and understood and agree that [Business Name of the Offeror] will be bound by all terms and conditions of this RFP;

b) The information and prices provided in the attached Proposal from [Business Name of the Offeror] are accurate, complete, and current, as of the date of submission;

c) [Business Name of the Offeror] is not debarred, suspended, or otherwise excluded from participation in U.S. Government-funded procurements, and neither it nor its principals appear on the SAM.gov Exclusions list, the OFAC SDN list;

d) [Business Name of the Offeror] has not engaged in, and will not engage in, any corrupt, fraudulent, coercive, collusive, or obstructive practice in connection with this procurement;

e) [Business Name of the Offeror] has disclosed all actual or potential conflicts of interest in accordance with Section 1.9; and

f) [Business Name of the Offeror] will maintain an active registration with the System for Award Management (SAM.gov) and a Unique Entity Identifier (UEI) throughout the period of performance, if awarded (or where applicable, has completed the self-certification of exemption, as provided in Form 5).

| | |
|---|---|
| **Signature of Authorized Signatory** | |
| **Printed Name of Authorized Signatory** | |
| **Title of Authorized Signatory** | |
| **Date** | |
| **Company Name and Business Address** | |

## Form 2. Work Plan and Delivery Schedule

The Offeror should present a brief narrative description of the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates, consistent with the technical approach and methodology, showing understanding of the Statement of Work. The work plan may be summarized in a bar chart, using the format below.

| | **Task** | **Weeks** | | | | | | **Notes** |
|---|---|---|---|---|---|---|---|---|
| | | **1** | **2** | **3** | **4** | **5** | **6** | |
| 1 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| ... | | | | | | | | |
| | | | | | | | | |
| | *Deliverables* | | | | | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| ... | | | | | | | | |

## Form 3. Team Staffing and Assignments Table

The Offeror should present a brief narrative explanation of the structure and composition of the proposed team, including a summary of roles and assignments, using the table below.

| Name of Staff | Organization | Area of Expertise | Position Assigned | Task(s) Assigned |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## Form 4. Curriculum Vita Template

The Offeror should present a summary of the qualifications for each staff member or associated consultant with substantial responsibilities on the proposed Assignment, using the form below.

| | |
|---|---|
| *Name:* | [Last name, First name format] |
| *Proposed team position:* | [Drawn from staff composition table or other part of proposal] |
| | |
| *Work summary:* | [Name of employing organization, position or title, and dates of employment or work, listed in reverse order.] |
| *Countries of experience:* | [List of most relevant countries in which proposed staff worked] |
| *Relevant work* | [Description of employment, project work, or assignments that best illustrate ability to undertake the work associated with the proposed team position] |
| *Education* | [Name of college/university or other specialized facility, location, degree obtained, and years attended] |

The Offeror should then attach a curriculum vita (CV) for each staff member or associated consultant. Each CV should be no more than two (2) pages, signed and dated by the individual, and identify at least two (2) professional referees not employed by the Offeror or by DT Global.

## Form 5. Past Performance Template

The Offeror should provide a detailed summary of three (3) or more assignments it has completed within the preceding three (3) years, using the form below. Each summary should demonstrate the Offeror's experience in successfully implementing projects similar substance, complexity, value, duration, and volume to the Assignment described in the Statement of Work. The list must include **any other assignments funded in whole or in part by MCC.**]

| | |
|---|---|
| *Client or employer:* | [Name, address location, and nature of client] |
| *Name of assignment:* | |
| *Location:* | |
| *Duration:* | [Start date – Completion date] |
| *Budget:* | [value of contract or assignment, in AUD]<br>[value of services provided therein, in AUD] |
| Narrative description of project: | |
| Narrative description of actual services provided: | |

## Form 6. Price Summary

The Offeror should provide a summary of the **total price** in exchange for which the Offeror proposes to provide the services required in the Statement of Work. The total price should be fully loaded, including travel and transportation, communication, office expenses, required insurances, applicable taxes, and any other expenses required to carry out the Assignment successfully. The Offeror should quote it total price in United States Dollars.

**Re: [insert title of assignment]**

| | **Price** | |
|---|---|---|
| | **USD** | **[Local Currency equivalent, for reference]** |
| *Base Period (or Base Task)* | | |

## Form 7. Breakdown of Rates

The Offeror shall list its professional staff individually, using the same staff described earlier in the Technical Proposal. Support staff may be grouped and listed by their function or category (e.g., draftsmen, clerical staff). Any staff outside the Offeror's home base may be considered foreign staff. For these members, the Offeror is encouraged to indicate daily rates for home and field work. The Offeror must **provide fully loaded prices** (including communication, office expenses, required insurances, and any other expenses required to carry out the assignment successfully as per the Statement of Work).

| **Name and position** | **Place of deployment** | **Daily remuneration rates** | |
|---|---|---|---|
| | | **USD** | **[Local currency equivalent, for reference]** |
| Foreign Staff | | | |
| | Home | | |
| | Field | | |
| | Home | | |
| | Field | | |
| | Home | | |
| | Field | | |
| Local Staff | | | |
| | | | |
| | | | |
| | | | |

## Form 8. Price Schedule – Not Applicable

## Form 9. Insurance Reporting Form

Offerors must submit this form with information on their existing or planned insurance policies and coverage. DT Global does not evaluate or score this information.

| Insurance Type | Held / Obtainable? (Y/N) | Policy No. / Insurer | Minimum Limit |
|---|---|---|---|
| Defense Base Act (DBA) Insurance | | | *N/A* |
| Public Liability | | | *[5x contract value]* |
| Professional Indemnity (for design/professional services) | | | *[5x contract value]* |
| Workers' Compensation | | | *[As per Solomon Islands statutory requirement]* |
| Medical / Travel Insurance for Personnel | | | |

## Form 10. Confirmation of Registration or Self-Certification

Complete Section A if your organization has an active registration with SAM.gov. Complete Section B only if claiming exemption from the UEI requirement.

| | |
|---|---|
| **A. SAM.gov Unique Entity Identifier (UEI)** | *[Enter UEI]* |
| **SAM.gov Registration Expiration Date** | *[Enter date]* |
| **B. Basis for Exemption Claimed (if applicable)** | *[e.g., gross income from all sources in the prior tax year was below the applicable federal reporting threshold; describe basis]* |

# Form 11. DT Global Due Diligence Assessment

## Due Diligence Assessment for Partner Organisations

### Instructions

This assessment must be completed before DT Global executes or enters into any subcontract with a downstream partner, regardless of the procurement method or subcontract type. While a potential partner may have recently undergone a relevant third-party due diligence assessment or accreditation (e.g. for NGO accreditation, multilateral / government / university funding), this does not mean it aligns to DT Global's due diligence criteria and therefore DT Global cannot waive due diligence assessment requirements. DT Global must ensure it can assess and verify a partner's ability to meet DT Global's risk requirements. However, on a case-by-case basis, DT Global may be able to use these third-party assessments to inform our due diligence where DT Global is satisfied the accreditation covers the risk/s of the work to be undertaken.

The assessment is not intended to preclude partners; rather it is used to identify gaps in a partner's ability to either deliver on the scope or to meet policy requirements. Gaps may be closed through the use of controls, additional contract/grant agreement clauses, adjustments to scope of work/grant proposal and basis of payment, performance guarantees, commitments to adopt policy, or additional resources (see below – 'Follow up actions'). If gaps cannot be closed, then the next preferred partner should be considered.

### Details

| | | | | |
|---|---|---|---|---|
| **Name of organisation** | | | | |
| **Total value of proposed sub-contract or grant** | | | | |
| **Date of assessment** | | | | |
| **Assessment conducted by** | **Name:** | | **Position:** | |

**Part A – Baseline (Mandatory) Assessment**

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| **1. Partner Organisation Details** | | | | |
| Is the organisation a legal entity? | Current registration certification | | | |
| | Legitimate Bank Accounts/Statements | | | |
| | Official documents with Letterhead | | | |
| | Other: _____ | | | |
| Does the organisation have a stated purpose or objectives? | Memorandum of Association or Articles of Association, Mission Statement | | | |
| Does the organisation have a board that meets regularly? | List of Governing Board Members | | | |
| | Evidence of regular Board meetings | | | |
| Does the organisation have a physical address? | Visit to the office/Google Maps check | | | |
| **2. Past Performance** | | | | |
| Has the organisation implemented projects similar in size and scope in the past three years?<br>**Note:** If 'Yes', organisation to list relevant projects. | Previous relevant projects | | | |
| | Existing donor reports, recommendations | | | |
| | Annual Reports, Progress Reports | | | |

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| Is there evidence of implementing and completion of activities and projects? | Third party reference checks (e.g. donors and other stakeholders) | | | |
| **3. Safeguards: Fraud, Corruption, Anti-Money Laundering Controls** | | | | |
| What policies does the organisation have in place to deal with fraud, bribery and corruption prevention and management? | Relevant policies in place | | | |
| | Finance / Operations manuals incorporate relevant policies | | | |
| What measures does the organisation have in place to ensure effective implementation of these policies? | Documented training of staff in relevant policies | | | |
| How does the organisation ensure that its subcontractors / sub-grantees adhere to the organisation's policies? | Subcontractor / sub-grantee agreements include appropriate fraud, anti-bribery / corruption clauses | | | |
| | Provision of training / information to sub-contractors/sub-grantees in fraud control/anti-corruption policies | | | |
| **4. Safeguards: Anti-Terrorist Financing and Sanctions'** | | | | |
| Is your organisation or any subsidiary or parent entity included on a sanctioned list? | Check CSI WatchDog and other platforms as necessary | | | |
| Organisation checks that downstream subcontractors / partners and key personnel are not on these lists. | Operations Manual, HR and recruitment policies, procurement policies | | | |

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| **5. Integrity Systems Checks** | | | | |
| Does the organisation have a Conflict of Interest policy? **Note:** If 'No', what steps does the organisation take to ensure there is disclosure of Conflict of Interest in all procurement, recruitment and/or grant-making activities. | Conflict of Interest Policy | | | |
| Does the organisation ensure staff recruitment is transparent? | Operations Manual, HR and recruitment policies, procurement polices etc. | | | |
| Does the organisation have in place a Code of Conduct for personnel that sets out expectations of behaviours (inside and outside the workplace) and what will happen if the standards are breached? | Code of Conduct in place. HR Policy and Complaints Handling Policy in place (or equivalent) | | | |
| Does the organisation have a whistleblower policy which protects whistleblowers from reprisals? | Whistleblower Policy | | | |
| Does the whistleblower policy include clear processes for dealing with concerns raised, who handles complaints and specifies any timelines involved? | Whistleblower Policy and Procedures | | | |
| Does the organisation provide mandatory training on whistleblowing to new staff / | Training records | | | |

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| volunteers within a suitable and appropriate timeframe of them joining the organisation? | | | | |
| Does the organisation undertake Criminal Record Checks?<br>If 'No', outline how the organisation ensures its personnel do not have prior convictions. | Criminal Record Check completed?<br>e.g. Criminal Record Check statutory declaration confirming no adverse findings | | | |
| Does the organisation require up to two references, including from previous employers? | Signed CV sighted<br>Organisation undertakes referee checks | | | |
| Does the organisation have a policy or procedure that requires background checks should be carried out for all prospective employees? | HR policy and/or procedure | | | |
| **6. Safeguards: Child Protection and Preventing Sexual Exploitation, Abuse and Harassment (PSEAH)** | | | | |
| Does the organisation have a Safeguard Policy that covers both **Child Protection** and **PSEAH**? Reference checks assess suitability of personnel to work with children.<br><br>If 'No', additional mitigation strategies must be developed (e.g. organisation to abide by DT Global's Safeguard Policy and to cooperate with all risk assessments, mitigation actions | Safeguards Policy and procedures that address Child Protection and PSEAH | | | |

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| and reporting procedures required). | | | | |
| If risks have been identified, practices are in place consistent with DT Global's **Child Protection** and **PSEAH** policies and procedures.<br>**Note:** If 'Yes', additional mitigation strategies must be developed. | Training conducted for staff includes mitigation actions for identified risks | | | |
| **7. Safeguards: Slavery** | | | | |
| Does the organisation have safeguards to address modern slavery risk? | Policy, training, risk assessment, modern day slavery statutory reporting.' | | | |
| | Labour hire policy, employment contracts, overtime policy. | | | |
| Does the organisation manage the risk of modern slavery within its supply chain? | Supplier code of conduct and contract terms, due diligence assessments, audits | | | |
| **8. Security Arrangements** | | | | |
| Are project and/or country level security plans available? | Evidence of project security plans | | | |
| | Subscriptions to travel/security alerts etc are in place for nominated personnel | | | |

| Minimum standards / requirements | Copies of verification documents to be retained as evidence for audit purposes | | | |
|---|---|---|---|---|
| | Means of verification* | Sighted yes / no | Organisation comments | DT Global program officer comments and risk mitigation actions |
| **9. Workplace Health and Safety** | | | | |
| Does organisation have policies and procedures in place to manage health and safety risks and will be responsible for the health and safety of their staff and suppliers under their control? | Health and safety policies and procedures; risk assessments; health and safety plans; workers compensation insurance policy; travel/medical insurance policies | | | |
| How does the organisation comply with the health and safety laws in the jurisdiction it is working in? | e.g. Legal register; workers compensation policy | | | |
| Workplace Health and Safety Plans are in place for any construction related activities. | Workplace Health and Safety plan is sighted and appropriate including onsite WHS supervision | | | |
| **10.Insurance** | | | | |
| Does the organisation maintain all insurance cover as required by DT Global? | Public Liability | | | |
| | Workers Compensation | | | |
| | Property Insurance | | | |
| | Professional Indemnity | | | |
| | Motor Vehicle | | | |
| | Medical and Dental | | | |
| | Medical Evacuation | | | |

## Form 12. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

**Prohibitions**
Section 889(a) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232) prohibits the U.S. Government and any of its contractors and subcontractors 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.

**Definitions**
*Covered foreign country* means The People's Republic of China.
*Covered telecommunications equipment or services* means telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

*Critical technology* means 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; 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; 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); 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); 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 Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*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.

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

**Representation**
After conducting a reasonable inquiry, Subcontractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to DT Global in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

**Disclosures**
If the Subcontractor has responded affirmatively to the representation in paragraph (c) of this clause, the Subcontractor shall provide the following additional information to DT Global:

(1) List of all covered telecommunications equipment and services offered or provided (Entity name, brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

**Reporting requirements**
(1) In the event the Subcontractor 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 Subcontractor is notified of such by a subcontractor at any tier or by any other source, the Subcontractor shall report the information in paragraph (d)(2) of this clause to DT Global.

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

(i) Immediately upon 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 5 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 Subcontractor 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.

**Second Tier Subcontracts**
The Subcontractor shall insert the substance of this clause, including this paragraph (f), in all 2nd Tier subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**SAM Verification**
The Subcontractor shall regularly review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) to identify entities excluded from receiving federal awards for "covered telecommunications equipment or services".

Contract/Subcontract No.: _____

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

## Form 13. Contract Departures Table

**Contract / Agreement:** ALTIF TA010 – Assessment of the Feasibility of Rehabilitating the National Parliament of the Solomon Islands Building

**Contractor / Subcontractor:** [Insert legal entity name]

**Contract Reference:** [Insert reference number]

**Contract Value:** [Insert value and currency]

**Date:** [Insert date]

**Version:** [Insert version number]

**Prepared by:** [Insert name and role]

This table records proposed departures from the draft agreement and the parties' respective positions. It is intended to support contract negotiations and internal review. Any agreed position remains subject to the required internal approvals and incorporation into the final agreement.

| Item | Clause / Schedule | Topic | Current Contract Wording | Proposed Departure | Contractor's Rationale |
|---|---|---|---|---|---|
| 1 | [Clause number] | [e.g. Insurance] | [Quote or summarise the existing provision] | [Clearly identify the proposed deletion, insertion or replacement wording] | [Explain why the departure is requested] |
| 2 | [Clause number] | [Topic] | [Existing wording] | [Proposed amendment] | [Rationale] |
| 3 | [Clause number] | [Topic] | [Existing wording] | [Proposed amendment] | [Rationale] |
| | | | | | |
| | | | | | |
| | | | | | |

# Part 6. Draft Subcontract

## General

a) The Prime Contract includes provisions and requirements that still flow down to the subcontract that results from this RFP. The subcontract will also include applicable provisions of the United States Government's Federal Acquisition Regulations ("FAR") and other contractual requirements, as identified in the draft subcontract.
b) Offerors shall review the draft subcontract and all schedules and attachments carefully and shall account for all applicable contractual, regulatory, and compliance requirements in preparing their Proposals.
c) Offerors shall identify in their Proposals any exceptions, qualifications, or proposed deviations from the draft subcontract.

## Draft Contract

### SUBCONTRACT AGREEMENT

**This SUBCONTRACT AGREEMENT** ("Agreement") is effective on the date specified on the Award Signature Page and is entered into by and between: [Winning Offer], with offices at [Winning Offeror's Address] (hereinafter the "Subcontractor") and DT Global Asia Pacific Pty Ltd, a company registered at Level 14, 501 Swanson Street, Melbourne, VIC, 3000 Australia (hereinafter "DT Global" or the "Contractor") (each singularly a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, the Government of the United States of America, acting through the Millennium Challenge Corporation ("MCC"), and the Solomon Islands Government ("SIG") have agreed to provide mutual support to a Millennium Challenge Corporation Threshold Program ("Program") with the objective of implementing policy and institutional reforms that reduce poverty through economic growth in the Solomon Islands; and

**WHEREAS**, MCC (hereinafter the "Client") has selected the Contractor to support the Program through the execution of various cross-cutting program support activities under a Cross-Cutting Program Support Project (the "Project"), with Prime Contract Number 95332422C0076 (the "Contract");

**WHEREAS,** the Contractor requires certain specific expertise, professional advice, services and deliverables, as set forth in Attachment A, Statement of Work ("SOW"), to support its performance of the cross-cutting support activities under the Contract (the "Services");

**WHEREAS**, the Subcontractor has represented that it is willing and able to provide the Services and has agreed to abide by certain mandatory terms and conditions of the Client, as set forth herein; and

**WHEREAS,** the Contractor has relied upon these representations in selecting the Subcontractor to provide the required Services;

**NOW THEREFORE**, in consideration of the promises and covenants hereinafter set forth, the Parties hereto mutually agree as follows:

**ARTICLE 1 – SPECIFICATIONS, CONSIDERATIONS & SPECIAL REQUIREMENTS**
The Subcontractor expressly agrees to the following:

1.1 Governing language. This Agreement is signed and executed in the English language. All communications, notices, and modifications related to this Agreement shall be made in writing and

communicated in the English language.

1.2 Mutuality. It is acknowledged and agreed by the Parties that this Agreement shall be deemed to have been prepared and drafted jointly by the Parties, and that; therefore, the terms and conditions herein shall not be construed or interpreted in favor of, or against, either Party on this basis.

1.3 Privity. This Agreement is made by and between DT Global and the Subcontractor, and there is no privity of contract (relationship) between MCC and the Subcontractor. The Subcontractor agrees to refrain from all contact with MCC for purposes of this Contract or the Services under this Agreement, unless the Subcontractor has the express advance written approval of the Program Manager to do so, or unless such contact is reasonable and necessary for the Subcontractor to properly perform its work. The Subcontractor agrees to direct all issues, matters, documentation, reports, approvals, consents, and the like to the Contractor, and the Contractor agrees to act in good faith in addressing any issues or concerns raised by the Subcontractor.

1.4 Statement of Work. The Subcontractor shall perform the Services under this Agreement in strict accordance with the terms and conditions set forth herein and with due diligence and efficiency, exercising such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.

1.5 Total price. This is a Firm Fixed Price contract. The total price to be provided under this Agreement is as stated on the Award Signature Page. The total price has been agreed on the basis of representations the Subcontractor made in the negotiation of this Agreement and includes all costs associated with the assignment, including the Subcontractor's remuneration (foreign and local, in the field and at the Subcontractor's home office), the costs associated with travel, accommodation, and per diem, and other expenses. The Subcontractor shall not be paid an amount in excess of the total price, except by written modification of this Agreement.

1.6 Payment for Services. In consideration of its provision of the Services, the Subcontractor shall receive payments in lump sum installments of the total price, as specified in Attachment B, Payment Schedule.

1.7 Representations and Certifications. The Subcontractor warrants that its performance of the Services under this Agreement shall not violate any applicable laws and regulations, including but not limited to the Foreign Corrupt Practices Act. The Subcontractor shall complete and submit all representations and certifications required by the Client and/or the Contractor, as provided in Attachment D, Representations and Certifications.

**ARTICLE 2 –PERIOD OF PERFORMANCE**

The Services called for under this Agreement are expected to commence on or about [START DATE], and conclude on or about [END DATE], as specified on the Award Signature Page (the "Period of Performance").

**ARTICLE 3 – COMMUNICATION, TECHNICAL DIRECTION, AND MODIFICATIONS**

All notices referenced in this Agreement shall be provided to the following addresses:

| For DT GLOBAL | For SUBCONTRACTOR |
|---|---|
| Attn:<br><br>t:<br>e: | Attn:<br><br>t : +<br>e: |

In the performance of the Services, the Subcontractor shall receive technical direction from the Program Manager, as specified on the Award Signature Page. Such technical direction shall not increase the scope or the price of this Agreement. Should the Subcontractor have reason to believe that any technical direction will result in a change in the scope and/or the cost of this Agreement, the Subcontractor shall promptly raise such concerns to the DT Global Contractor Representative for discussion.

Changes in scope, costs and/or the Period of Performance of this Agreement may be made only through a bilateral modification to this Agreement agreed and signed by both Parties. The Contractor Representative, as specified on the Award Signature Page, is the sole authority authorized to approve any such changes in the requirements under

this Agreement. The right of the Parties to modify or amend this Agreement may be subject to approval by the Client.

**ARTICLE 4 – BRANDING AND MARKING**

Programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts funded by MCC are to be marked as goods, works or services funded by the United States Government, acting through MCC, and in accordance with the MCC Standards for Global Marking available on the MCC website (www.mcc.gov/resources/doc/standards-for-global-marking). MCC corporate logo and signature, paired with the national flag or insignia of the Solomon Islands, shall be placed on any materials that are purchased or paid for with MCC funding, that promote the partnership with MCC, or that are otherwise visible to the media and/or residents of the Host Country. All public-facing materials produced must include the mandatory text attributing the grant to the generosity of the people of the United States of America. Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on MCC-funded program materials and communications. Note that marking is not required for the offices, vehicles, and other non-deliverable items of the Subcontractor. The Subcontractor agrees to comply with this requirement at no additional price.

**ARTICLE 5 –ASSIGNMENT OR SUBCONTRACTING OF SERVICES**

The Subcontractor shall not transfer, assign, or further subcontract the Services called for under this Agreement without the prior written consent of the Contractor, which consent shall not be unreasonably withheld. The Subcontractor shall be responsible for all work performed under this Agreement, whether performed by its authorized subcontractors, if any, or otherwise.

The Contractor shall not be liable for payment of the Services in the event the Subcontractor subcontracts or assigns any significant work without having obtained such written consent.

**ARTICLE 6 – INVOICING AND PAYMENT**

Prior to the submission of any invoice, the Subcontractor must have submitted a completed and signed Vendor Payment Information Form to the Contractor. Unless mutually agreed in writing, the Contractor will not accept any other form of payment instruction and will not make payment if it has not received a completed and signed Vendor Payment Information Form.

Upon the acceptance of each deliverable specified in Attachment B, Payment Schedule, the Subcontractor shall electronically submit an invoice in respect of the agreed installment of the total price to DT Global's Program Manager. A proper invoice must contain the following information:

(1) Name and official address of the Subcontractor.
(2) Subcontract number and job charge code, as specified on the Award Signature Page.
(3) Invoice number and date.
(4) Deliverable(s) and/or time period covered by the invoice.
(5) Amount of payment requested.
(6) Subcontractor's Unique Entity Identifier (UEI) and/or Tax Identification Number (TIN).
(7) Signature, name, title, electronic mail address, and telephone number(s) of the responsible official.

The Subcontractor shall number its invoices sequentially, and the final invoice shall be marked "Final Invoice".

**Partial or incomplete invoices cannot be processed.** The Contractor shall make payments of the agreed amounts within thirty (30) days of the Subcontractor's submission of a proper invoice. The Contractor shall make all payments in United States Dollars.

Payment shall not constitute acceptance of the Services as a whole nor relieve the Subcontractor of its obligations. All payments shall be considered provisional and subject to adjustment, as necessary, as a result of an audit by the United States Government, MCC or its duly authorized agents, or DT Global, or as a result of unacceptable performance by the Subcontractor. Final payment for all Services rendered under this Agreement shall be made upon the Contractor's determination that all requirements and conditions of this Agreement have been satisfactorily completed.

**ARTICLE 7 – RECORDS AND AUDITS**

The Subcontractor shall keep accurate and systematic accounts, timecards, payroll data, and records in respect of the Services provided under this Agreement. The Subcontractor shall make such records, materials and other evidence thereof available in legible paper at its offices or electronic formats for examination, audit or

reproduction for up to three (3) years after the final payment under this Agreement. During this period, the Subcontractor shall permit MCC, the Comptroller General of the United States, MCC's Inspector General (IG) or any of their representatives to inspect the site and/or all accounts, records, materials and other evidence and to have such accounts and records audited by auditors appointed by MCC, if MCC so requests. The Subcontractor agrees to flow down the substance of this entire clause to any lower-tier subcontracts that exceed the simplified acquisition threshold.

**ARTICLE 8 - INDEMNIFICATION AND LIMITATION OF LIABILITY**

8.1 General Limitation. Except in cases of personal injury, death, or third-party indemnification obligations under this Article, the total aggregate liability of either Party under this Agreement shall not exceed an amount equal to the total payments made to the Subcontractor under this Agreement.

8.2 Mutual Waiver of Consequential Damages. Except for the specific indemnification carve-outs detailed in Section 8.3, neither Party shall be liable to the other for any lost revenue, lost profits, or indirect, punitive, exemplary, special, or consequential damages, regardless of whether the claim is asserted under breach of contract, tort, or any other theory of liability.

8.3 Subcontractor Indemnification Mandate. The Subcontractor shall defend, indemnify, and hold harmless the Client, the Contractor, and their respective officers, directors, and employees from and against any and all third-party claims, liabilities, losses, fines, penalties, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

(a) Any negligent act, willful misconduct, or omission by the Subcontractor or its personnel;

(b) Any nonperformance, nonpayment of wages, or failure to comply with applicable host-country labor or tax laws; or

(c) Any actual or alleged infringement of third-party intellectual property rights, copyrights, trademarks, or trade secrets caused by the deliverables or Services provided under this Agreement.

8.4 Third-Party Damages Carve-Out. For the avoidance of doubt, the mutual waiver of consequential damages set forth in Section 8.2 shall not apply to, limit, or reduce any damages, fines, penalties, or losses awarded to a third party that the Subcontractor is explicitly required to indemnify under Section 8.3. Each Party shall remain solely responsible for its own distinct errors, acts, and omissions outside of these third-party frameworks.

**ARTICLE 9 – INDEPENDENT SUBCONTRACTOR RELATIONSHIP**

This Agreement does not make the Subcontractor an agent, legal representative, joint venturer or partner of the Contractor for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership or agency relationship between the Contractor and the Subcontractor or to create an employer-employee relationship between the Contractor and the employees of the Subcontractor or the Subcontractor and the employees of the Contractor. The Subcontractor expressly agrees:

9.1 In the performance of the Services hereunder, the Subcontractor shall act solely as an independent private contractor, and nothing herein contained or implied shall at any time be construed as creating a relationship of employer/employee, master/servant, or principal/agent, or of a joint venture or partnership, or to make the Parties jointly liable for any obligation arising out of the Services and activities contemplated by this Agreement.

9.2 The Subcontractor is not authorized to make any contract, subcontract, agreement, warranty, or representation on behalf of the Contractor or to create any obligation, express or implied, on behalf of Contractor.

9.3 This Agreement is not an employment contract. The Subcontractor is solely responsible for paying, supervising and ensuring compliance with all work health and safety obligations governing its employees and warrants that it will make all payments to its employees as required by law, contract, or other obligation. The Subcontractor further agrees to comply with all applicable laws governing employment related matters, including, but not limited to, worker's compensation laws.

9.4 In all matters relating to this Agreement, neither the Subcontractor nor employees of the Subcontractor, if any, are employees of DT Global under the meaning or application of any United States of America federal or state unemployment, insurance, workmen's compensation, or tax laws; Host Country labor or tax laws; or otherwise. The Subcontractor acknowledges and agrees that its employees are not entitled to participate in any plans, distributions, unemployment benefits, or other benefits extended by Contractor to its employees.

The Contractor agrees not to engage in any recruitment or otherwise seek to offer employment to employees of the Subcontractor during the duration of this Agreement, unless an employee of the Subcontractor responds to an open advertisement.

**ARTICLE 10 - INSURANCE**

The Subcontractor is solely responsible for maintaining insurance policies to cover insurance needs required by law or by the Client in jurisdictions in which the Subcontractor does business or performs Services pursuant to this Agreement. The Subcontractor expressly agrees that the Contractor shall not be responsible for the arrangement of automobile, health and medical, and homeowners/renters insurance, if applicable, and of any comprehensive insurance of the Subcontractor's officers, employees, and agents. The Subcontractor expressly agrees to the following:

10.1 Automobile insurance. If any officer, employee or agent of the Subcontractor transports or causes to be transported a privately owned automobile to, or rents, leases or otherwise uses an automobile in, the Host Country for reasons other than the authorized performance of Services under this Agreement, the Subcontractor agrees that the Contractor shall have no responsibility for any insurance policy covering such automobile or damages to property and liability to third parties related thereto. The premium costs for such insurance and the costs of maintenance of the automobile(s) shall be at the Subcontractor's expense or the expense of its officer, employee or agent. Any vehicle that the Subcontractor or any officer, employee or agent of the Subcontractor purchases or imports duty free shall be reexported or sold to another individual entitled to duty free automobile privileges, or the applicable duty shall be paid at the Subcontractor's expense or the expense of its officer, employee or agent.

10.2 Defense Base Act (DBA) and workers compensation insurance. The Subcontractor agrees to procure and maintain in full force and effect Defense Base Act (DBA) insurance for all of its employees and their authorized dependents who perform Services in the Host Country under this Agreement. The Subcontractor further agrees to provide nationals of the Host Country and of third countries who perform Services in the Host Country under this Agreement with worker's compensation benefits as required by the laws of the country in which the employees are working or by the laws of the employee's native country, whichever offers greater benefits. The Subcontractor shall insert this requirement in all subcontracts that require a subcontractor's employees to perform work or services in the Host Country.

10.3 Health and medical insurance**.** Unless otherwise and separately provided in writing, the Subcontractor expressly understands and agrees that its officers, employees, and agents shall not be covered by any health insurance or medical policy owned by the Contractor. The Subcontractor hereby agrees to maintain separate health insurance coverage for its officers, employees, and agents against costs arising from sickness, accident, or injury in association with work in the Host Country arising directly or indirectly from the performance of Services under this Agreement. The Subcontractor expressly agrees to hold the Contractor harmless and save and defend the Contractor against any and all claims arising from the illness, accident, or injury of its officers, employees, and agents in association with the performance of the Services under this Agreement.

10.4 Medical evacuation. The Subcontractor agrees to provide emergency medical evacuation (MEDEVAC) service coverage to all United States citizens, United States resident aliens, and third-country national employees and their authorized dependents while performing Services in the Host Country under this Agreement.

**ARTICLE 11 – TAXES**

11.1 Host-Country Tax Exemption. The Subcontractor acknowledges that the Services provided under this Agreement are funded by a United States Government foreign assistance grant via the MCC and are strictly exempt from all taxes, duties, levies, and tariffs imposed by the SIG, pursuant to Section 2.4 and Annex V of the Solomon Islands Threshold Program Grant Agreement (available here: agreement-solomon-islands-threshold-program.pdf). Accordingly, the total fixed price of this Agreement is

exclusive of any and all Host Country taxes and customs duties from which the Program is legally exempt.

11.2 Subcontractor Compliance Responsibilities. The Subcontractor shall not pay, nor include in its invoices to the Contractor, any Host Country taxes, value-added taxes (GST), or customs duties from which the Program is exempt. The Subcontractor is solely responsible for familiarizing itself with and strictly adhering to the tax exemption and customs clearance procedures established by the SIG Ministry of National Planning and Development Coordination, MCC, and DT Global.

11.3 Cooperation and Documentation. The Contractor agrees to provide the Subcontractor with reasonable administrative assistance, including official tax-exemption certificates, facilitation letters, or import waiver applications, as provided by the Client. The Subcontractor shall maintain detailed records of all imports and transactions utilizing these exemptions and shall provide such documentation to the Contractor upon request for audit purposes.

11.4 Indemnification for Failure to Comply. If the Subcontractor fails to follow the mandatory local tax-exemption or customs clearance protocols and consequently incurs penalties, fines, or is forced to pay taxes or duties, the Contractor shall have zero obligation to reimburse the Subcontractor for such costs. The Subcontractor shall indemnify and hold harmless the Client and the Contractor from any liabilities or claims arising out of the Subcontractor's failure to maintain tax-exempt status or its improper payment of exempted local taxes.

11.5 Standard Corporate Taxes. For the avoidance of doubt, this clause applies strictly to Host Country taxes levied on project inputs, equipment, and deliverables. The Subcontractor remains fully liable for its own standard corporate income taxes, payroll/withholding taxes for its personnel, or social security contributions as mandated by the jurisdictions of its corporate registration or individual employee residency.

**ARTICLE 12 – CONFIDENTIALITY AND NON-DISCLOSURE**

The Subcontractor shall keep in strictest confidence all information that is produced during the performance of Services under this Agreement or which may be acquired in connection with or as a result of this Agreement. During the Period of Performance of this Agreement and at any time thereafter, both Parties agree not to publish, communicate, divulge, disclose, or use any information which has been designated by either Party as proprietary or which from surrounding circumstances in good conscience ought to be treated as proprietary. Upon termination or expiration of this Agreement, the Subcontractor shall deliver all records, data, information, and other documents produced or acquired during the performance of Services under this Agreement and all copies thereof to the Contractor and such shall remain the property of the Client or the Contractor. Except with the prior written consent of DT Global, the Subcontractor or its personnel shall not make public the recommendations formulated in the course of, or as a result of, the performance of the Services under this Agreement.

**ARTICLE 13 – INTELLECTUAL PROPERTY RIGHTS**

13.1 Government Rights (FAR 52.227-14). The Subcontractor explicitly acknowledges that this Agreement is funded under a United States Government contract and is strictly subject to FAR 52.227-14 (Rights in Data—General). The United States Government, including MCC, shall have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, all data, software, source code, manuals, maps, graphics, and reports first produced or delivered by the Subcontractor in the performance of Services under this Agreement.

13.2 Assignment of Rights to Contractor. Subject to the overriding rights of the United States Government under Section 13.1, all intellectual property rights, copyrights, patents, trademarks, and trade secrets in any materials, deliverables, or work product first developed, written, or created by the Subcontractor under this Agreement shall vest automatically and exclusively in the Contractor upon creation. The Subcontractor hereby assigns all rights, title, and interest in such work product to DT Global and agrees to execute any documentation necessary to perfect this assignment.

13.3 Background Intellectual Property. The Subcontractor retains exclusive ownership of any proprietary tools, software, methodologies, templates, or data sets developed prior to, or independently of, this Agreement ("Background IP"). However, to the extent that any Background IP is embedded or incorporated into the deliverables provided under this Agreement, the Subcontractor hereby grants to the United States Government, MCC, and the Contractor a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive license

to use, reproduce, modify, and distribute such Background IP solely as necessary to fully utilize the deliverables for the purposes of the Program.

13.4 Warranties against Infringement. The Subcontractor warrants that all data and deliverables provided in the performance of Services under this Agreement are original and do not infringe upon or misappropriate the intellectual property rights, privacy rights, or proprietary rights of any third party. The Subcontractor shall be solely liable for resolving, at its own expense, any third-party claims of infringement in accordance with the indemnification obligations set forth in Article 8 of this Agreement.

13.5 Delivery and Markings. The Subcontractor shall not place any restrictive markings, proprietary stamps, or copyright legends on deliverables first produced under this Agreement that would conflict with the United States Government's unlimited rights, unless explicitly authorized in writing by the MCC Contracting Officer and the Contractor.

**ARTICLE 14 – CONDUCT AND COMPLIANCE WITH LOCAL LAWS AND CUSTOMS**

In the performance of Services under this Agreement, the Subcontractor agrees to comply with all institutional, local, state, and national safety, health and security customs, regulations, and laws of the Host Country to the extent that they do not conflict with the laws of the United States or the jurisdiction in which it is registered. The Subcontractor further agrees to ensure that its officers, employees and agents conduct themselves in accordance with the customs, regulations and laws of the Host Country while in the Host Country. The Subcontractor expressly agrees to the following:

14.1 The Subcontractor shall not, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that is illegal under any applicable laws or regulations or would have the effect of causing the Contractor or its subsidiaries or affiliates to be in violation of the applicable laws or regulations, including, without limitation, the United States Foreign Corrupt Practices Act or United Kingdom Bribery Act.

14.2 The Subcontractor shall not, in connection with this Agreement, give, offer, promise, or authorize, directly or indirectly, anything of value to an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to as an "Official"), including the government(s) of the Host Country and/or its territories; or to any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official in order to influence any official act or decision; induce an Official to do or omit to do any act in violation of his or her lawful duty; induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization; assist the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person; or to obtain or secure an unfair or improper advantage for the Parties in any respect.

14.3 The Subcontractor shall not employ any Official, political party official, or candidate for political office in conjunction with the performance of the Services under this Agreement.

14.4 The Subcontractor shall not, in connection with this Agreement, contribute or give, offer, promise, or authorize, directly or indirectly, anything of value to any political party, official of a political party, or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Agreement.

14.5 The Subcontractor shall not, in connection with this Agreement, engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, the Subcontractor shall not give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform, improperly, a relevant function or activity, or to reward such improper performance, or where the Subcontractor knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

14.6 The Subcontractor shall not subcontract or retain or engage a consultant to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining the prior written consent

of the Contractor. The Contractor reserves the right, in its sole discretion, to reject a request to engage or retain any such consultant.

14.7 The Subcontractor agrees to ensure that it's officers, employees, and agents do not engage, either directly or indirectly, in any business, profession, or occupation for the performance of these Services, other than under this Agreement.

14.8 In no case shall the Contractor be obligated to take any action or make any payment to the Subcontractor or any other subcontractor that would cause the Contractor to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the Host Country and/or its territories or those of the United States.

The Subcontractor hereby covenants that neither it nor any officer, director, owner, principal shareholder, investor, agent, representative or employee of the Subcontractor, or any family member of such persons is now, or during the Period of Performance hereof will become, an Official, political party official, or candidate for political office. The Subcontractor further covenants that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this Agreement.

The Subcontractor agrees to notify the Contractor immediately of any changes to its compliance status or any event that would constitute a breach of any provision within this Article 14. If the Subcontractor breaches any representation, certification, warranty, or obligation set forth in this Article 14, the Contractor shall have the right to immediately terminate this Agreement for default, without penalty or further payment of any sums due and owing or claimed by the Subcontractor hereunder. In such instance, the Subcontractor shall fully indemnify, defend, and hold harmless the Contractor for any and all penalties, losses and expenses resulting from such breach.

**ARTICLE 15 – CERTIFICATIONS AND OTHER PROVISIONS**

The Subcontractor understands and agrees to comply with the following provisions in the performance of this Agreement.

15.1 Warranty. The Subcontractor's warranties together with any services warranties shall flow to the Client and the Contractor. The Subcontractor warrants that it will, whenever practicable, seek to ensure that any manufacturer or supplier warranty provided with delivered or furnished products shall flow to the Client and the Contractor.

15.2 Force Majeure. The Contractor should not be liable for any default or delay on its part in performing any obligation under this Agreement if such default or delay is caused by superior power (natural disaster, accident, war, civil disorder, strike, or any other cause beyond the reasonable control of the Contractor, its agents, or its employees). In the event that either Party is prevented by such an occurrence or circumstance for a period of more than sixty (60) days from fulfilling its obligations under this Agreement, the other Party may terminate this Agreement upon thirty (30) days written notice.

15.3 Executive Order on Terrorist Financing. The Subcontractor is reminded that United States Executive Orders and United States law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these executive orders and laws. This provision must be included in any subcontract issued under this Agreement.

15.4 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country. Unless the United States Government determines that there is a compelling reason to do so, the Subcontractor shall not enter into any subcontract with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Non-procurement Programs as being ineligible for the award of contracts or subcontracts because it is owned or controlled by the government of a terrorist country. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified on the List of Parties Excluded from Federal Procurement and Non-procurement Programs as being ineligible for the award of contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

15.5 Debarment and Suspension. By signing this Agreement, the Subcontractor certifies that neither its company nor its principals are currently debarred, suspended, proposed for debarment, or declared ineligible for federal contract awards by any United States Government agency. If the Subcontractor's status changes, or if the Subcontractor is currently facing proposed debarment or suspension, the Subcontractor must immediately notify the Contractor in writing before executing this Agreement or performing any work. This notice is required so that the Contractor can fulfill its mandatory reporting obligations to the Contracting Officer under FAR 52.209-6.

15.6 Anti-Lobbying and Disclosure. The Subcontractor certifies that no federally appropriated funds have been or will be paid to any person to influence or attempt to influence a government official, member of Congress, or federal employee regarding the award or modification of the underlying federal contract. If the Subcontractor has used any non-appropriated funds (such as company profits) to pay for lobbying activities directly related to this Agreement, the Subcontractor is legally required to immediately complete and submit OMB Standard Form LLL (Disclosure of Lobbying Activities) to the Contractor. The Subcontractor agrees to flow down the substance of this requirement, including FAR 52.203-11 and 52.203-12, to any of its subcontracts that exceed $200,000.

15.7 NDAA Section 889 Compliance. By signing this Agreement, the Subcontractor certifies that it will not procure or obtain or extend or renew 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.

Covered telecommunications equipment or services means equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, (or any subsidiary or affiliate of such entities); and telecommunications or video surveillance equipment or services produced or provided by an entity that the United States 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.

The Subcontractor's representations, certifications, and corresponding indemnification obligations set forth under this Article 15 shall survive the expiration or termination of this Agreement for any reason, and shall remain enforceable for the duration of any applicable statute of limitations or until all United States Government audit and oversight periods under the Contract are fully concluded.

**ARTICLE 16 – DISPUTE RESOLUTION**

16.1 Amicable Resolution. The Parties shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through good faith administrative negotiations between their designated project managers. If negotiations fail after thirty (30) days, the dispute shall be escalated to senior executive representatives of both Parties before seeking external legal remedies.

16.2 Government-Related Disputes (Client-Dependent). If any dispute under this Agreement arises from or is related to an action, decision, interpretation, or failure to act by the Client or the Contracting Officer under the Contract, such dispute shall be governed by the disputes mechanism of the Contract. The Subcontractor agrees to be bound by the final determination of the Contracting Officer or the federal Board of Contract Appeals. The Contractor agrees to reasonably cooperate with and permit the Subcontractor to submit certified claims through it to the Client, provided the Subcontractor bears all costs, legal fees, and administrative expenses associated with prosecuting such claims.

16.3 Private Commercial Disputes. For any dispute strictly between the Parties that is independent of a Client action or ruling, and which cannot be resolved via Section 16.1, the dispute shall be resolved by binding arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA) in accordance with the ACICA Arbitration Rules. The seat of the arbitration shall be Melbourne, Victoria, Australia (or another neutral Australian venue mutually agreed upon in writing by the Parties). The language of the arbitration shall be English, and the prevailing Party shall be entitled to recover its reasonable legal fees, expert witness fees, and arbitration costs.

16.4 Duty to Continue Performance**.** Notwithstanding the existence of any active dispute or pending arbitration, the Subcontractor shall proceed diligently with the performance of the Services under this Agreement. The Contractor shall continue to make undisputed payments to the Subcontractor in

accordance with the terms of this Agreement, withholding only those specific sums directly tied to the disputed matters.

16.5 Preservation of Flow-Downs. This clause does not supersede, waive, or diminish any mandatory dispute or claim procedures established by United States laws or provisions of the Federal Acquisition Regulation (FAR) provisions incorporated by reference into this Agreement.

**ARTICLE 17 - TERMINATION**

17.1 Termination for Convenience (FAR 52.212-4). In accordance with FAR 52.212-4, the Contractor reserves the absolute right to terminate this Agreement, in whole or in part, for its sole convenience or as a result of a convenience termination issued by the Client. The Contractor shall initiate such termination by delivering a written Notice of Termination to the Subcontractor which specifies the extent of the termination and the effective date.

17.2 Settlement Upon Convenience Termination. Upon receipt of a Notice of Termination under Section 17.1, the Subcontractor shall immediately cease all work, suspend the award of any subcontracts, and mitigate any costs incurred in providing the Services under this Agreement. Because this is a Firm Fixed Price subcontract, the financial obligation of the Contractor to the Subcontractor in the event of a convenience termination shall be limited to:

(a) The payment of agreed lump sum installments of the total price for all fully completed and accepted deliverables, as specified in Attachment B, Payment Schedule, provided prior to the effective date of termination; and

(b) A verified, pro-rata percentage of completion for any deliverables actively in progress at the time of termination, based on actual allowable costs incurred plus a reasonable profit margin on work performed up to the termination date. In no event shall the Contractor be liable for anticipatory profits, unperformed work, or consequential damages resulting from a convenience termination.

17.3 Termination for Default. The Contractor may, by written notice, terminate the whole or any part of this Agreement for default if the Subcontractor fails to:

(a) Adhere strictly to the delivery schedules and milestones defined in Attachment A (Statement of Work);

(b) Maintain the compliance, safeguarding, and anti-corruption representations and warranties set forth across this Agreement; or

(c) Cure any other material violation of this Agreement within fourteen (14) business days after receipt of a written cure notice from the Contractor.

17.4 Remedies and Re-procurement Costs. In the event of a termination for default under Section 17.3, the Subcontractor shall be liable to the Contractor for any and all excess re-procurement costs, administrative expenses, and damages that the Contractor incurs in securing an alternative supplier to complete the Services under this Agreement. If a court or arbitration panel subsequently determines that the Subcontractor was not in default, the termination shall automatically be converted and treated as a Termination for Convenience under Section 17.1.

**ARTICLE 18 – SURVIVAL**

This Agreement shall apply to and bind the Subcontractor's heirs, executors, administrators, successors, agents and assigns as fully as they apply to and bind the Subcontractor. If the Subcontractor is merged, sold, transferred, consolidated or reorganized, this Agreement shall continue in full force and effect and become an obligation of Subcontractor's successor.

**ARTICLE 19 – CONTENTS, ENTIRETY OF AGREEMENT, AND ORDER OF PRECEDENCE**

This Agreement includes:

The Award Signature Page,
Subcontract Agreement including Recitals and Articles 1 through 19,
ATTACHMENT A, STATEMENT OF WORK

ATTACHMENT B, PAYMENT SCHEDULE
ATTACHMENT C, PRIME CONTRACT CLAUSES APPLICABLE TO SUBCONTRACTORS
ATTACHMENT D, REPRESENTATIONS AND CERTIFICATIONS
ATTACHMENT E, DT GLOBAL ANTI-HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

This Agreement supersedes all prior oral or written agreements, if any, between the Parties regarding the Statement of Work and/or the Services. This Agreement and attachments (which terms shall include data, specifications, and other documents referenced) contain the entire Agreement of the Parties and no amendment, alteration, or other change to any provision which is inconsistent with or in addition to the terms and conditions herein shall be effective unless implemented by a mutually agreed upon, written modification to this Agreement.

The failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder. No delay by either Party to exercise any right or power accruing upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or arrangements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. All remedies provided for in this Agreement shall be available to either party at law, in equity or otherwise.

## FAR/MCC Flow-Down Topics

| FAR / MCC Clause | Clause Title (Applicable Month/Year) |
|---|---|
| FAR 52.203-13 | Contractor Code of Business Ethics and Conduct (NOV 2021) |
| FAR 52.203-17 | Contractor Employee Whistleblower Rights (JUN 2020) |
| FAR 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements (JAN 2017) |
| FAR 52.204-7 | System for Award Management (NOV 2024) |
| FAR 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) |
| FAR 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab (AUG 2023) |
| FAR 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) |
| FAR 52.204-27 | Prohibition on ByteDance Covered Applications (JUN 2023) |
| FAR 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) |
| FAR 52.222-50 | Combating Trafficking in Persons (NOV 2021) |
| FAR 52.222-90 | Addressing DEI Discrimination by Federal Contractors (DEVIATION, APR 2026) |
| FAR 52.224-3 | Privacy Training (JAN 2017) |
| FAR 52.225-13 | Restrictions on Certain Foreign Purchases (FEB 2021) |
| FAR 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) |

# Part 7. Representations, Certifications and Due Diligence

## Representations and Certifications of Compliance

By submitting a proposal, the Offeror assents to the following representations and certifications. Upon the award of a subcontract, DT Global will require the winning Offeror to execute these representations and certifications formally.

a) Debarment, Suspension, and Ineligibility — The Offeror certifies that it is not presently debarred, suspended, proposed for debarment, or determined ineligible for award of a contract by any department or agency of the United States Government and that it is not listed on the SAM.gov exclusions list.
b) Executive Order on Terrorism Financing / Sanctions Screening — The Offeror certifies that neither it, its principals, nor (to its knowledge) its proposed subcontractors appear on the OFAC Specially Designated Nationals and Blocked Persons List and that it will not provide resources or support to any sanctioned individual or entity.
c) Combating Trafficking in Persons — The Offeror certifies that it complies with FAR 52.222-50; that it will not engage in trafficking in persons, procurement of commercial sex acts, or use of forced labor in connection with this award; and that it will flow down this requirement to any subcontractors.
d) Prohibition on Covered Telecommunications Equipment or Services — The Offeror certifies that it complies with FAR 52.204-24/52.204-25.
e) Certification Regarding Payments to Influence Federal Transactions — The Offeror certifies that it complies with FAR 52.203-11 (or the equivalent lobbying disclosure requirement).
f) SAM.gov Registration / UEI — The Offeror certifies that it maintains an active SAM.gov registration and valid UEI; that it understands the requirement and intends to register with SAM.gov and obtain a UEI not later than the date on which DT Global announces its intention to award a subcontract; or that it has completed the self-certification of exemption at Part 5, Form 10.
g) Organizational Conflict of Interest — The Offeror certifies compliance with FAR Subpart 9.5, that it is not aware of any undisclosed actual or potential organizational conflict of interest, and that it will promptly disclose any such conflict that arises.
h) Employee/Subcontractor Compliance — The Offeror warrants it will require all employees, subcontractors, and individuals engaged in performance of the subcontract resulting from this RFP to comply with the terms of the award and all applicable United States Government, host-country, and local laws and regulations.