



May 14, 2021

Request for Proposals # **RFP-TCA-IQS-003**
Strategic Communications and Public Relations Support for TCA Partners

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the **USAID Transformation Communications Activity (TCA)** USAID Contract No. **72012120C00003**, is issuing an Indefinite Quantity Subcontract (IQS) Request for Proposals (IQS RFP) to solicit offers to provide for strategic communications campaigns implemented by TCA project partners to inform current and future programming. The attached IQS RFP contains all the necessary information for interested Offerors.

TCA partners with the Government of Ukraine (GOU), private sectors, and civil society to increase the resilience of Ukraine’s democracy through innovative communications initiatives that engage Ukrainians in a conversation about the country’s democratic transformation and European integration. TCA will build partnerships and capacities that will result in audience-focused, socially-relevant content that amplifies legitimate, fact-based Ukrainian narratives on the platforms and in ways viewers consume media through the following three objectives: (1) Equip USAID and its partners to conduct data driven communications; (2) Increase the quality and quantity of strategic communications on reform dividends; and (3) Broaden the use of social impact content by Ukraine’s civic leaders and creative sector.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to the TCA Subcontracts team at TCA-Tenders@transformua.com by **5:00PM Kyiv time on May 21, 2021**

Following this RFP, Chemonics anticipates awarding an Indefinite Quantity Subcontract (IQS) and may issue accompanying STOs. During implementation of the work solicited in this RFP, the IQS instrument will serve as the governing subcontract for the work and relationship between the contractor and subcontractor, while the STOs instruments will be used by the contractor to order work from the subcontractor as needed, within the parameters of the IQS. Only IQS holders may bid on STOs under the IQS.

If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all interest Offerors who registered with the TCA Subcontracts team.

This IQS RFP does not obligate Chemonics to execute a subcontract, nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

Elizabeth Wofford
TCA Operations and Grants Director

Request for Proposals

IQS RFP # **RFP-TCA-IQS-003**

For the provision of

Strategic Communications and Public Relations Support for TCA Partners

Contracting Entity:
Chemonics International Inc.
1717 H Street NW
Washington DC, 20001 USA

Funded by:
United States Agency for International Development (USAID)

Funded under:
USAID Transformation Communications Activity (TCA)

Prime Contract Number **72012120C00003**

******* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *******

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <https://www.chemonics.com/our-approach/standards-business-conduct/>.

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business.

Offerors responding to this IQS RFP must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery and kickbacks.

Please contact **Mitra Khaleghian, Chief of Party** at mkhaleghian@transformua.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
GOU	Government of Ukraine
IQS	Indefinite Quantity Subcontract
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
OOH	Out of Home
RFP	Request for Proposals
SAF	Strategic Activities Fund
SOW	Scope of work
STO	Sub Task Order
TCA	USAID Transformation Communications Activity
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Ukraine	USAID Mission in Ukraine
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Transformation Communications Activity (TCA) in Ukraine, under contract number 72012120C00003 is soliciting offers from companies and organizations to submit proposals to participate with TCA to provide ad-hoc communications services and assistance on a flexible basis to support priority communications efforts of key partners such as Ukrainian government agencies and other USAID and donor-funded programs.

TCA partners with the GOU, private sector, and civil society to increase the resilience of Ukraine's democracy through innovative communications initiatives that engage Ukrainians in a conversation about the country's democratic transformation and European integration. TCA has three inter-connected objectives designed to help Ukrainian partners deliver data-driven, audience focused communications initiatives that contribute to a conversation about Ukraine's national unity and democratic reform process. Objective 1 will inform USAID-support communications efforts through research about public opinion, audience preferences and media consumption habits, and ongoing narratives regarding key issues. Objectives 2 and 3 will support innovative communications initiatives – both strategic communications on reforms and key issues, as well as further developing the relationships and market for socially relevant educational, entertainment, and cultural content. These initiatives will be mutually reinforcing, with social impact content paving the way for reform or issue-oriented strategic communications efforts.

Content and communications initiatives support must be credible, grounded in fact, and reinforcing of democratic norms and institutions. These initiatives will be driven Ukrainian partners and voices with a sufficient combination of political will, legitimacy, technical and/or sector capacity, and reach. TCA will develop relationships with and empower Ukrainian entities including, but not limited to, GOU stakeholders such as the Cabinet of Ministers, line ministries, or key local governments; civil-society organizations championing credible narratives around issues such as anti-corruption, reform, or reintegration; and new and established entities within Ukraine's private creative sector and media.

The work done under the resulting subcontract(s) from this IQS RFP will primarily support Objective 2 of TCA by supporting the development, creation, and delivery of strategic communications campaigns. In this context, strategic communications are defined as government or civil society-led efforts to inform, engage, or generate discussion or use for specific policies, issues, or causes. Subcontract(s) awarded under this IQS RFP will provide technical assistance to partners to fill gaps in key capacities and develop strategies and campaigns. This RFP will result in subcontracts awarded under the following LOTs, or sub-topics, for communications support:

- **LOT 1 – Digital Campaign:** Subcontracts awarded under this LOT will provide support in the development, execution, and monitoring of strategic communications campaigns hosted on digital channels including, but not limited to, social media, online media, and web resources. Digital placement and products developed under these Subcontracts are the key components of these campaigns and serve as the basis of implementation for any other requirements of this LOT. Offerors interested in this LOT must have demonstrated expertise implementing digital campaigns to reach online audiences. This LOT will not require physical campaign products for out of home (OOH) placement.
- **LOT 2 – Creative Concept and Content:** Subcontracts awarded under this LOT will be responsible for the development of creative concepts to support strategic communications campaigns. The subcontracts under this LOT will further develop content for approved creative concepts, including

content that can be used for out of home advertising, etc. Offerors under this LOT must also have the capability to implement both OOH, television, radio, and digital-based campaigns. Offerors interested in this LOT must have demonstrated expertise in developing creative concepts for innovative campaigns.

- **LOT 3 – Public Relations:** Subcontracts awarded under this LOT will develop public relations strategies, manage public relations, and monitor public relation campaigns for strategic communications topics.

Chemonics anticipates issuing an award to six to eight firms – or two to four firms per LOT. The award(s) will be in the form of an indefinite quantity subcontract (IQS) with sub-task orders (STOs) issued priced on a firm fixed price basis (hereinafter referred to as “the IQS”). The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the IQS, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this IQS RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the IQS. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by Sections II and III. Chemonics will subsequently solicit individual orders for the scope of services requested. These individual orders are called STOs. While the IQS will contain the main terms and conditions and the pricing methodology to be used in negotiating STOs, each STO will contain specific information regarding the services being requested by TCA the period of performance, deliverables, and other details about the specific work ordered. STOs issued under the IQS will be on a **Fixed Price STOs** basis. The Offeror shall develop a budget (i.e. cost proposal) for each STO using the pricing methodology set forth in the IQS. Chemonics will not reimburse the Offeror for any costs associated with managing the IQS; each STO must stand on its own.

This IQS RFP does not obligate Chemonics to execute any STOs nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Unless otherwise stated, the periods named in the IQS RFP shall be consecutive calendar days.

I.2. Offer Deadline

Offerors shall submit their offers via email no later than **5:00PM Kyiv time on Monday, June 7th, 2021**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. In accordance to FAR 52.215-1(c)(3)(ii)(A) late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted **electronically only**. **All proposals, technical and cost, must be in the English language.**

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to **the TCA Subcontracts Team at TCA-Tenders@TransformUA.com**.

The Offeror must submit the proposal electronically with attachments not to exceed 25MB per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. The IQS RFQ number must be included in the subject line.

Offers must be received by the date and time specified in I.2.

I.4. Requirements

To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.

A. General Requirements

Chemonics anticipates issuing IQSs to **Ukrainian** companies or organizations, provided they are legally registered and recognized under the laws of **Ukraine** and are in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this IQS RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of **Ukraine** upon award of the IQS.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in **Ukraine** at the time the IQS is signed.
- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive an IQS valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.¹

B. Required Proposal Documents

1. Cover Letter

The offeror's cover letter shall include the following information:

- i. Name of the company or organization

¹ If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform> Further guidance on obtaining a DUNS number is available from Chemonics upon request.

- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. DUNS Number
- x. Official bank account information
- xi. Specific LOTS the offeror is applying for
- xii. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.
 - e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this IQS RFP. Cover letters shall be submitted as either a Microsoft Word document or PDF. There is no page limit to the cover letter and its associated attachments.

2. IQS Technical Proposal

Offerors must prepare and submit an IQS-specific technical proposal which shall respond to and include the following comprise the following parts:

Part 1: Case Study Response(s): This part shall include one Microsoft PowerPoint presentation per LOT they are applying for. Each PowerPoint presentation may not exceed ten slides. Offerors may choose to submit a case study response for each specific LOT in which they offer services – one, two, three, or four case study responses are acceptable. Each case study, regardless of LOT, must include a work plan that describes how the Offeror will work with the beneficiary to develop the strategy, relevant messages for the campaign, and ability to reach the defined target audience(s) within the described time frame

LOT 1: Digital Campaign Case Study - Development of a Digital Campaign Strategy

The Crimean Platform is part of Ukraine’s strategy for the de-occupation of Crimea. The purpose of the Crimean Platform is to consolidate the efforts of the international community to counter the wide range of negative consequences, military and hybrid threats posed by the temporary occupation by the Russian Federation of the Autonomous Republic of Crimea and the city of Sevastopol. The ultimate goal of this Platform is the de-occupation of Crimea and its return to Ukraine.

The key event of the Crimean Platform will be Crimean Platform Summit which will take place on August 23rd, 2021. Before the Summit, the Ministry plans to implement a communication campaign for external and internal audiences from May to July 2021. The Ministry further plans to hold a Forum of the International Expert Network on the eve of the Crimean Platform Summit and a number of investment forums/events in the regions of Ukraine.

The target audiences for this campaign are:

- *External/Foreign audience:* politicians of foreign countries, politically active members of society, international experts, think-tanks, public activists, and foreign human rights activists.
- *Internal/Domestic audience:* opinion leaders (journalists, experts, politicians, artists) and local human rights activists.

Offerors interested in applying for this LOT must prepare a digital campaign strategy for the below beneficiary to reach the below target audience within the described timeframe:

- *Beneficiary:* Ministry of Foreign Affairs of Ukraine
- *Key Message(s):* De-occupation of Crimea and return to Ukraine
- *Target Audience:* Politicians of foreign countries, politically active members of society, experts, think-tanks, public activities, and foreign human rights activities.
- *Timeframe:* Two months, July to August 2021

LOT 2: Creative Concept and Content – Development of a Creative Concept

The Ukrainian Ministry of Health has announced a vaccination plan to address the COVID-19 pandemic in Ukraine. This plan has several waves and includes vaccination of the most vulnerable groups with planned coverage of about 13 million people. An effective vaccination process in Ukraine is possible if Ukrainian society trusts COVID-19 vaccines and the institutions which implement the vaccination campaign.

A survey conducted by Kyiv International Institute of Sociology KIIS (in August 2020) showed that 47% of Ukrainians are ready to get vaccinated against coronavirus free of charge with the World Health Organization (WHO)-approved vaccines, while 42% would not do this. Those respondents who would not get vaccinated against coronavirus were asked to explain their decision (the number of answers was not limited). Most often the respondents indicated that the COVID-19 pandemic is fictional and the risk of coronavirus is exaggerated (33%); 21% of respondents believe that under the guise of coronavirus vaccination something else might be done (injected); 20% of respondents adhere to the idea that the COVID-19 vaccine could not be properly tested so quickly, and they fear that the vaccine would not be safe; 18% believe that the COVID-19 vaccine could not be developed so quickly and it would not protect against infections; 17% of respondents are in general against any vaccinations, they believe that vaccinations cause more harm than good; 11% of respondents are afraid to be infected with COVID-19 from the vaccine; 8% believe they do not need the vaccine, because they have already had COVID-19 and now they have immunity.

Offerors interested in applying for this LOT must prepare a creative concept for the COVID-19 vaccination campaign for the below beneficiary to reach the below target audience within the described timeframe:

- *Beneficiary:* Ministry of Health of Ukraine
- *Key Message(s):* COVID-19 vaccinations and the institutions which manage the vaccination process are effective and trustworthy, and COVID-19 vaccination is key to ending the COVID-19 pandemic and returning to pre-pandemic life.
- *Target Audience:* Educators in secondary schools, universities, and colleges
- *Timeframe:* Two months, July to August 2021

LOT 3: Public Relations – Development of a Public Relations Strategy

Land reform is one of the most important reforms which will allow Ukraine to capitalize on its economic potential and improve the lives of Ukrainian people. In March 2020, the Verkhovna Rada voted to end the nearly two-decade old moratorium on the sale of farmland. This was a critical first step to unlocking Ukraine's greatest source of economic growth. The Ukrainian authorities have already made enormous strides in this direction by passing a package of legislation that reduces raider attacks and land-related schemes, makes land data publicly accessible, and allows local communities to plan land use. But there is much more legislation around land governance that is needed to ensure all the benefits of land reform for every Ukrainian.

The work of politicians and parliamentarians is strongly influenced by public opinion. According to data from August 2020 of the Kyiv International Institute of Sociology, 51% of Ukrainians do not support the free land market, while almost 80% do not understand the essence of land reform. The perception of land reform is influenced by the misinformation of pro-Russian political forces, which spread myths about the negative consequences of the reform.

In order for the land market to open in July 2021, it is necessary to inform Ukrainians about the real benefits of free land market. This communication becomes even more essential after a number of mass media outlets spread information about possibly declaring the land reform in Ukraine as unconstitutional.

Offerors interested in applying for this LOT must prepare a public relations strategy for land reform for the below beneficiary to reach the target audience within the described timeframe.

- *Beneficiary:* Ministry of Agriculture, Trade, and Economic Growth of Ukraine
- *Key Message(s):* Land Reform is a positive and effective reform opportunity to promote the economic growth of Ukraine and transparency in land governance.
- *Target Audience(s):*
 - Ukrainians residing in big cities that do not own land and have a negative perception of the open land market, but have no information regarding the pros and cons.
 - Ukrainians who are landowners. Primarily – rural residents and their heirs that are fearful of opening the land market and susceptible to myths and misinformation regarding land reform.
- *Timeframe:* Two months, July to August 2021

Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between **2 and 5 pages** long but may not **exceed 5 pages**. This part must include profiles of proposed key personnel **PER LOT** including their ability to meet the responsibilities and qualifications below. CVs for **Key Personnel** may be included in an annex to the technical proposal and will not count against the page limit. This section (and any CVs, if included) may be submitted in Microsoft Word format or PDF.

Offerors shall propose staff for the following **Key Personnel** positions necessary for the implementation of the scope of work. Offerors should propose no more than five key personnel, including the program manager:

Title	Responsibilities	Minimum Qualifications
Project Manager	<ul style="list-style-type: none"> • Serve as the primary point of contact between Chemonics and the Offeror throughout implementation • Manage responses to STO RFPs 	<ul style="list-style-type: none"> • Demonstrated experience in communications and implementation of communication campaigns

	<ul style="list-style-type: none"> • Submit invoices and required administrative documentation 	<ul style="list-style-type: none"> • Experience managing subcontracts with USAID or other donor-funded implementing partners • Knowledge of rules and regulations of USAID or other donor-funded subcontracting and compliance
Technical Expert(s) – No more than four	<ul style="list-style-type: none"> • Develop promotional plans and strategic communications initiatives directly with project beneficiaries • Provide strategic technical assistance to project partners to develop/implement specific communications campaigns 	<ul style="list-style-type: none"> • Technical expertise in any of the below fields: <ul style="list-style-type: none"> ○ Marketing and advertising ○ Government communications ○ Public relations and events ○ Social media development, outreach, and distribution ○ Traditional media development and/or distribution ○ Social behavior change communications • Demonstrated experience working across multiple media platforms and/or working with government or non-government, non-profit organizations

The key personnel are essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Subcontractor must immediately notify Chemonics reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID, through Chemonics, if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during this Subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion.

Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long but may not exceed 7 pages. This section may be submitted in Microsoft Word or PDF.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing similar work as developed in their case study response(s). Offerors should provide concrete examples of organizational successes and experience with promotional campaigns at the national or sub-national level. This section **must include** at least **3** examples of their past work related to the LOTs they are applying for:

- LOT 1: Digital Campaign – At least three examples of digital campaigns implemented by the Offeror by their **current team** included as Key Personnel, including key results and target audience reached.
- LOT 2: Creative Concept and Content – At least three examples of creative concepts and content implemented by the Offeror by **the current team** included on this proposal, including key results and target audience reached.

- LOT 3: Public Relations – At least three examples of public relations campaigns implemented by the Offeror, including key results and target audience reached.

Additionally, offerors must include **3** past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. The Offeror shall use the Past Performance Template included in Annex 5. Chemonics reserves the right to check additional references not provided by an offeror.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this IQS RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

Annex 2.1 contains the list of services that may be ordered under this IQS. Offerors must complete these tables and submit separately from the technical proposal. The per-unit price list detailed within the IQS will consist of all-inclusive fixed prices. No profit, fees, taxes, or additional costs can be added to these units after award. Prices shall be inclusive of:

- Salary cost or consulting fee of the individual(s) providing the services;
- Salary cost or consulting fee of the individual(s) performing key personnel services;
- Payroll costs (e.g. fringe benefits, social insurance, bank fees);
- Indirect costs applicable to labor (e.g. corporate overhead or management/administrative fee);
- Indirect costs applicable to non-labor costs (e.g. corporate overhead or management/administrative fee applied to other direct costs/materials);
- Materials costs for completion of communication campaigns (e.g. printing, stationary, refreshments for focus group, recording aids, projectors, computers, phones, communications equipment etc.)
- Personnel costs;
- Cost of fixing errors, omissions and responding to queries related to of communications campaigns
- Delivery costs for sending deliverables to Chemonics;
- Supervision and training costs;
- Costs associated with the preparation of Reports;
- Translation costs
- Reasonable profit or fee, if any.

Stipends and travel costs for work under each LOT are not to be included in the costs. Further, costs that are variable per STO such as photography, videography, and venue rental are not to be included in the costs. These costs, if applicable, will be covered separately and at-cost through each STO.

All cost information must be expressed in **Ukrainian Hryvnia (UAH)**. Offerors are invited to provide a narrative that accompanies each cost table that further elaborates the assumptions behind each unit cost. The narrative shall be presented in either Microsoft Word or PDF.

I.5. Indefinite Quantity Type Subcontract and Future STOs

a) This IQS RFP will result in the award of an indefinite quantity type subcontract with STOs issued thereunder priced on a firm fixed price basis to one or more offerors. These STOs will be issued as the need arises. The award of the IQS – including quantities of supplies and services specified under it - are estimates only and are not purchased by the awarded IQS.

A Fixed Price STO is a subcontract for services, reports, or other tangible deliverables provided to and accepted by Chemonics on behalf of **TCA**. As the name implies, the price of the STO is fixed, and it is not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by STOs issued in accordance with the Ordering Procedures contained within the IQS. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in the IQS as the “Maximum Subcontract Ceiling,” currently estimated at **UAH 27,900,000**. Chemonics will order at least the quantity of supplies or services designated in the subcontract as the “Minimum Order Guarantee,” currently estimated at **UAH 13,950**.

c) Except for any limitations on quantities in the STO Limitations clause, there is no limit on the number of STOs that may be issued. Chemonics may issue STOs requiring delivery to multiple destinations or performance at multiple locations.

I.6. Source of Funding, Authorized Geographic Code

Any subcontract resulting from this IQS RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.

All goods and services offered in response to this IQS RFP or supplied under any resulting award must meet USAID Geographic Code **937 or 110** in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=bc646daa32249b2fcda27d1fce1c8ed2&mc=true&node=pt22.1.228&rgn=div5>.

The cooperating country for this IQS RFP is **Ukraine**.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, Dahua Technology Company will not be accepted. If proposals include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.

I.7. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

IQS RFP published	May 14, 2021
Deadline for written questions	May 21, 2021
Answers provided to questions/clarifications	May 28, 2021
Proposal due date	June 07, 2021
IQS award (estimated)	June 25, 2021

The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an amendment to this IQS RFP.

Written Questions and Clarifications. All questions or clarifications regarding this IQS RFP must be in writing and submitted to the TCA Subcontracts team at TCA-Tenders@TransformUA.com no later than **9:00AM on Friday, May 21, 2021**. Questions and requests for clarification, and the responses thereto, will be circulated to all IQS RFP recipients who have indicated an interest in this IQS RFP.

Only written answers from Chemonics will be considered official and carry weight in the IQS RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the TCA project, or any other party, will not be considered official responses regarding this IQS RFP.

Proposal Submission Date. All proposals must be received by **5:00PM on Monday, June 7, 2021**. Late offers will be considered at the discretion of Chemonics.

Oral Presentations. Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the TCA office within 2 days of receiving notification.

Subcontract Award (estimated). Chemonics will select the proposal(s) that offer the best value based upon the evaluation criteria stated in this IQS RFP.

I.8. Validity Period

Offerors' proposals must remain valid for **90** calendar days after the proposal deadline.

I.9. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this IQS RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will be decided using the **tradeoff process**.

This IQS RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this IQS RFP, technical evaluation factors other than cost, when combined, are considered **approximately equal to** cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
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Case Study Response(s)		
	Beneficiary and Background - Does the Offeror demonstrate an understanding of how to most effectively work with the listed beneficiary and demonstrate a clear understanding of the background/problem statement?	20 points
	Key Messages - Does the proposed case study response reflect an understanding of the key messages for each campaign?	20 points
	Target Audience(s) - Does the proposed case study response demonstrate an understanding of how to effectively reach the target audience within the described time frames?	20 points
Total Points – Technical Approach		60 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the SOW?	10 points
Total Points – Management		10 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company have experience relevant to the project SOW?	5 points
	Examples of Previous Work – Do the examples provided demonstrate an ability to effectively achieve results and reach target audiences?	15 points
	Past Performance References – Do the provided references confirm the Offeror’s ability to effectively implement projects within the applied-for LOT(s)?	10 points
Total Points – Corporate Capabilities		30 points
Total Points		100 points

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This IQS RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the TCA project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.10. Negotiations

Best offer proposals are requested. It is anticipated that a IQS will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a IQS. Furthermore, Chemonics reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

I.11. Terms of IQS

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of IQS negotiations, any resulting IQS will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in section III to finalize the IQS. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in section III.

I.12. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation. Offerors agree that any protest to this RFP must be presented in writing with a full explanation of the offerors concerns to Chemonics for consideration. USAID will not consider protests made to USAID under USAID-funded projects. At its sole discretion, Chemonics will make a final decision on the protest at a level above the Chief of Party.

Section II Background, Scope of Work, Period and Place of Performance, Staffing, Expected Deliverables, and Deliverables Schedule

II.1. Background

TCA was awarded in July 2020 and since that time has supported several strategic communications campaigns with government partners including campaigns supporting the Annual International Forum “Creative Ukraine”; support to land reform communications including out of home (OOH) advertising, digital advertising, public relations and social media marketing, and video development; support to E-Malyatko and E-License Campaigns, COVID-19 and routine vaccinations.

TCA aims to partner with the GOU, private sector, and civil society to increase the resilience of Ukraine’s democracy through innovative approaches that engage Ukrainians in a conversation about the country’s democratic transformation and European integration. The project has the following objectives: (1) Equip USAID and its partners to conduct data-driven communications; (2) Increase the quality and quantity of strategic communication on reform dividends; and (3) Broaden the use of social impact content by Ukraine’s civil leaders and creative sector.

Subcontract(s) awarded as a result of the IQS RFP will support Objective 2 of TCA “increase the quality and quantity of strategic communications on reform dividends”, rapidly implementing communications campaigns early in activity implementation while the project completes the rapid assessment. TCA will engage communications professionals and companies to provide support to priority communications efforts of key partners. Subcontract(s) awarded under this IQS RFP will form a pool of qualified firms and freelance organizations, which will be assignment to various assignments on a task order basis.

For many project partners, creating effective communications will be new. Subcontract(s) awarded under this IQS RFP will support project partners by providing technical assistance and expertise to fill gaps in key capacities and develop strategies and campaigns to develop and implement multi-media communications campaigns on key issues.

II.2. Scope of Work

TCA is seeking strategic communications service provider to develop the outreach capabilities of activity partners. Offerors will be able to help government and non-governmental beneficiaries at the national, regional, and municipal level to identify their target audience, develop key messages, and implement a multi-media promotional campaign.

The subcontract will allow for an indefinite number of sub-task orders (STOs) for strategic communications services for an unspecified number of beneficiaries to be determined by TCA after award.

Offerors should demonstrate the ability to design, implement and optimize multiple media, integrated and social (people-to-people) marketing campaigns.

The actual number of STOs, the scope of each engagement, and the total level of effort performed for each STO will be determined by TCA. For the sake of each STO, Offerors should consider the designated TCA partner its client; though the scope and cost of any activities will be determined by TCA as the financially responsible party. Partners will have varying levels of communications expertise and preexisting campaign experience. Some could have dedicated staff and significant capacity already; others will have little to no capacity or experience.

II.3. Period and Place of Performance

The anticipated period of performance for the IQS is effective from the date of subcontract award through **June 21, 2022**. The primary place of performance will be **Ukraine**.

II.4. Staffing

The offeror shall propose **one** project management and **nor more than four** technical experts that are available to work on a **long-term** or recurring basis on one or more STOs issued under the IQS. The technical expert(s) should have expertise in any of the below fields:

- Marketing and advertising
- Government communications
- Public relations and events
- Social media development, outreach, and distribution
- Traditional media development and/or distribution
- Social behavior change communications

Offerors applying to multiple LOTs must include separate staffing lists for each LOT applied for.

II.5. Expected Deliverables

This is an indefinite quantity type subcontract with STOs issued hereunder priced on a firm fixed price basis. The deliverables will be determined on a task order basis.

II.6. Deliverables Schedule

The deliverables schedule will be determined on a STO basis.

Section III Indefinite Quantity Subcontract (Terms and Clauses)

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions of the attached Draft IQS will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES

A.1. BACKGROUND

The overarching purpose of this Indefinite Quantity Subcontract is to rapidly and responsively procure strategic communications services from Ukrainian organizations in support of the **USAID Transformation Communications Activity**.

TCA was awarded in July 2020 and since that time has supported several strategic communications campaigns with government partners including campaigns supporting the Annual International Forum “Creative Ukraine”; support to land reform communications including out of home (OOH) advertising, digital advertising, public relations and social media marketing, and video development; support to E-Malyatko and E-License Campaigns, COVID-19 and routine vaccinations.

TCA aims to partner with the GOU, private sector, and civil society to increase the resilience of Ukraine’s democracy through innovative approaches that engage Ukrainians in a conversation about the country’s democratic transformation and European integration. The project has the following objectives: (1) Equip USAID and its partners to conduct data-driven communications; (2) Increase the quality and quantity of strategic communication on reform dividends; and (3) Broaden the use of social impact content by Ukraine’s civil leaders and creative sector.

Subcontract(s) awarded as a result of the IQS RFP will support Objective 2 of TCA “increase the quality and quantity of strategic communications on reform dividends”, rapidly implementing communications campaigns early in activity implementation while the project completes the rapid assessment. TCA will engage communications professionals and companies to provide support to priority communications efforts of key partners. Subcontract(s) awarded under this IQS RFP will form a pool of qualified firms and freelance organizations, which will be assignment to various assignments on a task order basis.

For many project partners, creating effective communications will be new. Subcontract(s) awarded under this IQS RFP will support project partners by providing technical assistance and expertise to fill gaps in key capacities and develop strategies and campaigns to develop and implement multi-media communications campaigns on key issues.

A.2. SCOPE OF WORK

TCA is seeking strategic communications service provider to develop the outreach capabilities of activity partners. Offerors will be able to help government and non-governmental beneficiaries at the national, regional, and municipal level to identify their target audience, develop key messages, and implement a multi-media promotional campaign.

The subcontract will allow for an indefinite number of sub-task orders (STOs) for strategic communications services for an unspecified number of beneficiaries to be determined by TCA after award.

Offerors should demonstrate the ability to design, implement and optimize multiple media, integrated and social (people-to-people) marketing campaigns.

The actual number of STOs, the scope of each engagement, and the total level of effort performed for each STO will be determined by TCA. For the sake of each STO, Offerors should consider the designated TCA partner its client; though the scope and cost of any activities will be determined by TCA as the financially responsible party. Partners will have varying levels of communications expertise and preexisting campaign experience. Some could have dedicated staff and significant capacity already; others will have little to no capacity or experience.

A.2.4. MANAGEMENT STRUCTURE

CONTENT WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S PROPOSAL AND SECTION II OF THE IQS RFP.

A.3. DELIVERABLES

This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis. The deliverables will be included in each task order.

SECTION B. SUBCONTRACT TYPE AND SUB-TASK ORDERS

B.1 SUBCONTRACT TYPE

a) This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis. These sub-task orders will be issued as the need arises. The quantities of supplies and services specified under this subcontract are estimates only and are not purchased by this subcontract.

A Fixed Price Sub-Task Order is a subcontract for services, reports, or other concrete deliverables provided to and accepted by Chemonics on behalf of **the Transformation Communications Activity** and/or USAID. As the name implies, the price of the sub-task order is fixed and it is not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by sub-task orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in this subcontract as the "Maximum Subcontract Ceiling." Chemonics will order at least the quantity of supplies or services designated in the subcontract as the "Minimum Order Guarantee."

c) Except for any limitations on quantities in the sub-task order Limitations clause, there is no limit on the number of sub-task orders that may be issued. Chemonics may issue sub-task orders requiring delivery to multiple destinations or performance at multiple locations.

B.2 SUB-TASK ORDER PRICES

Sub-task orders will contain the following: (1) a firm fixed price for the services to be provided; (2) a schedule of deliverables to be provided; and (3) a schedule of payments that the Subcontractor will receive upon receipt and acceptance by the **USAID Transformation Communications Activity** representative named below or as specified in each sub-task order for a single or group of deliverables.

SPECIFIC PRICING INFORMATION WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S NEGOTIATED PROPOSAL.

B.3 OBLIGATED AMOUNT AND MAXIMUM CONTRACT CEILING

a) Minimum Obligated Amount. The basic contract includes an initial obligation of TO BE DETERMINED (TBD) to cover minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. This minimum order guarantee and initial obligation shall be met through the first sub-task order placed hereunder. Individual sub-task orders will obligate funds to cover the work required under each sub-task order.

b) Maximum Ordering Limitation. This subcontract includes a ceiling price in the amount of TBD. All sub-task orders issued under this subcontract shall not exceed the subcontract total ceiling amount and the Subcontractor shall not be paid any amount in excess of the subcontract's ceiling price without advance, written approval of Chemonics.

SECTION C. ORDERING PROCEDURES

C.1. ORDERING - GENERAL

a) Any supplies and services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed price sub-task orders by Chemonics. Such sub-task orders may be issued from the effective date of this indefinite quantity subcontract through its expiration.

b) All sub-task orders are subject to the terms and conditions, including clauses incorporated by reference, of this indefinite quantity subcontract. In the event of conflict between terms and conditions of a sub-task order and of this subcontract, the terms and conditions of this subcontract shall control.

c) Sub-task orders must be issued through written communication by the **TECHNICAL LEAD** or his/her designee.

d) Sub-task orders are subject to any terms, conditions, and/or limitations which may be imposed by Chemonics or USAID. Any sub-task orders that are modified to allow for a period of performance that exceeds the estimated completion date of the IQS shall retain any and all appropriate subcontract terms and conditions, including revisions to FAR and AIDAR clauses that are effective after the estimated completion date but are within the authorized period of performance in the sub-task order. The indefinite quantity subcontract period is not extended unless by formal modification and new sub-task orders shall not be issued after the basic subcontract estimated completion date, as modified. Only the **TECHNICAL LEAD** or his/her designee may modify the indefinite quantity subcontract.

C.2. CONTENTS OF FIXED PRICE SUB-TASK ORDERS

Each sub-task order shall specify at a minimum:

- a) Sub-task order number;
- b) The effective date and a completion date of the sub-task order;

- c) Statement of work;
- d) Reports and other deliverables;
- e) Schedule of deliverables;
- f) The firm-fixed-price of the sub-task order;
- g) Schedule and method of payments;
- h) Place of performance;
- i) Any sub-task order-specific performance standards;
- j) Any sub-task order specific requirements and relevant information; and
- k) Technical and management direction.

C.3. ORDERING PROCEDURE

As the need for the Subcontractor's services and expertise arise in the course of the project, the **TECHNICAL LEAD** or his/her designee will draft Request for Sub-Task Order Proposal (RFTOP) containing a scope of work and expected deliverables. Using the RFTOP, established selection criteria in the RFTOP (which will vary depending on the required scope of work) and the prices established in B.2 both parties will negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.

C.4. PERFORMANCE OF SUB-TASK ORDERS

- a) Upon award of a fixed price sub-task order, the Subcontractor shall commence the work.
- b) After a fixed price sub-task order is issued, neither Chemonics nor the Subcontractor may alter it without a formal bilateral modification to the sub-task order.
- c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the sub-task order fixed price.
- d) The Subcontractor is not authorized to delegate or assign (subcontract) full or partial performance of a sub-task order to another organization without the express consent of Chemonics contracts department.

C.5. ORDERING LIMITATIONS

All sub-task order statements of work and performance periods shall be within the scope of work and effective period of this indefinite quantity subcontract.

C.6. CHANGES, TERMINATION AND STOP WORK

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changes—Fixed Price, which is incorporated by reference in Section AA herein.

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) which is incorporated by reference in Section AA herein.

Chemonics may order the Subcontractor to stop work under any task order issued hereunder pursuant to the

Stop Work Order Clause incorporated by reference in Section AA herein.

SECTION D. REPORTING AND TECHNICAL DIRECTION

(a) Only Chemonics' Senior Vice President, Project Development and Support (PDS) has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each sub-task order, under the general technical direction of the TBD, or his/her designee as indicated in each task order. The TBD, or his/her designee will be responsible for monitoring the Subcontractor's performance under this subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The TBD, or his/her designee, unless otherwise specified in a sub-task order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to TBD or other authorized project staff member.

SECTION E. PERIOD OF PERFORMANCE

The effective date of this subcontract is, [SPECIFIC DATE TO BE FINALIZED DURING RFP NEGOTIATIONS] and the completion date is [SPECIFIC DATE TO BE FINALIZED DURING RFP NEGOTIATIONS]. The Subcontractor shall deliver the deliverables set forth in each sub-task order to **TBD** in accordance with the sub-task order schedule.

In the event that the Subcontractor fails to make progress so as to endanger performance of this indefinite quantity subcontract and any task order, or is unable to fulfill the terms of this indefinite quantity subcontract and/or any task order by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this indefinite quantity subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

SECTION F. INVOICING AND PAYMENT

Upon the USAID Transformation Communications Activity representative's, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to TCA for payment. The invoice shall be sent to the attention of TBD and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in Ukrainian Hryvnia; and d) payment information corresponding to the authorized account listed in below.

Payment Account Information

Chemonics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:

Account name: CONTENT WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S

PROPOSAL

Bank name: CONTENT WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S PROPOSAL

Bank address or branch location: CONTENT WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S PROPOSAL

Account number: CONTENT WILL BE DEVELOPED BASED ON THE SUCCESSFUL OFFEROR'S PROPOSAL

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in Ukrainian Hryvnia paid to the account specified above.

SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS

The Subcontractor shall comply with the requirements of the USAID "Graphic Standard Manual" available at www.usaid.gov/branding, or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

Reports to be prepared under fixed price sub-task orders shall bear the name of Chemonics, the prime contract number, this subcontract number, and the sub-task order number, and shall be prepared in English unless otherwise specified.

SECTION H. AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]

(a) The authorized geographic code for procurement of goods and services under this subcontract is 937 and 110.

(b) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 —Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.

(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

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

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,

- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If Chemonics determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through Chemonics and has received payment for such purposes, Chemonics may require the Subcontractor to refund the entire amount of the purchase.

SECTION I. INTELLECTUAL PROPERTY RIGHTS

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless Chemonics and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor's obligation to defend, indemnify, and hold harmless Chemonics and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Chemonics' Prime Contract for infringement of a U.S. patent and Chemonics and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that Chemonics, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to Chemonics pursuant to this Subcontract shall become the sole property of Chemonics.

SECTION J. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

The Subcontractor shall defend, indemnify, and hold harmless Chemonics from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to Chemonics or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor's employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by

Chemonics.

SECTION K. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

(a) The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Section AA, Clauses Incorporated by Reference.

(b) This contract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(c) The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that Subcontractor's employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements."

SECTION L. PRIVACY OF CONTRACT AND COMMUNICATIONS

The Subcontractor shall not communicate with Chemonics' client in connection with this Subcontract, except as expressly permitted, in writing, by Chemonics. All approvals required from USAID shall be obtained through Chemonics.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

- (a) matters the Subcontractor is required by law to communicate to the U.S. Government;
- (b) an ethics or anti-corruption matter;

- (c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or
- (d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

SECTION M. PROTECTING CHEMONICS' INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS

In addition to any other rights provided under this subcontract, it is further understood and agreed that Chemonics shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Notwithstanding any other provision of the Subcontract, upon such termination the Subcontractor shall have no right to receive any further payments.

SECTION N. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only

direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(d) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

(e) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed total subcontract price. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

SECTION O. SET-OFF CLAUSE

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this Subcontract or any other agreement the amount of any claim or refunds Chemonics may have against Subcontractor.

SECTION P. ASSIGNMENT AND DELEGATION

This Subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Chemonics. Absent such consent, any assignment is void.

SECTION Q. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

SECTION R. GRATUITIES AND ANTI-KICKBACK

(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Chemonics supplier.

(b) By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

SECTION S. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

SECTION T. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)

Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this subcontract.

SECTION U. COMPLIANCE WITH U.S. EXPORT LAWS

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to Chemonics' prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Subcontractor's non-compliance with this provision.

SECTION V. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS

Subcontractor represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended (“FCPA”), as well as the a) UN Convention against Corruption (UNCAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Subcontract "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

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

SECTION W. SUBCONTRACTOR PERFORMANCE STANDARDS

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor’s employees shall not act as agents or employees of Chemonics.

(b) Chemonics reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.

(c) Chemonics will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:

- 1) Business meetings between the subcontract team, Chemonics and/or USAID
- 2) Feedback from key partners
- 3) Site visits by Chemonics personnel
- 4) Meetings to review and assess periodic work plans and progress reports
- 5) Reports

SECTION X. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS

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

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

SECTION Y. REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

(a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

(b) Subcontractor's Responsibility to Report Identifying Data.

Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6. If the Subcontractor maintains a record in the System for Award Management (<https://sam.gov/SAM/>), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the "FSRS Reporting Questionnaire and Certification" found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration

and/or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to Chemonics or the Subcontractor demonstrates to Chemonics that its System for Award Management record has been updated. In addition to contractual remedies, Chemonics may make the Subcontractor's failure to comply with the reporting requirements a part of the Subcontractor's performance information record.

SECTION Z. SECURITY

(a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) Access to Chemonics' Facilities – Security Requirements

Subcontractor's access to property under Chemonics' control is subject to compliance with Chemonics' security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to Chemonics' facilities. When present on Chemonics' property, or when Chemonics is providing transportation, the Subcontractor agrees that its employees will comply with Chemonics' security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to Chemonics Chief of Party or his/her designee.

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

SECTION AA. MISCELLANEOUS

- (a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION BB. INSURANCE REQUIREMENTS

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all

Its operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Subcontractor shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JULY 2014) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees 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.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions. Address is: AON, 1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596 Point of contact is: Fred Robinson, 925-951-1856, E-mail: usaidbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by

AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics.

(ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by subcontractor employees overseas.

SECTION CC. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS

CC.1 INCORPORATION OF FAR AND AIDAR CLAUSES

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract.

CC.2 GOVERNMENT SUBCONTRACT

(a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Subcontract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.
4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.
5. "Prime Contract" means the contract between Chemonics and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under

this Contract.

CC.3 NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

CC.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

CC.5 PROVISIONS INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation.

The following Federal Acquisition Regulation (FAR) clauses apply to this Subcontract as indicated:

*** The version of the clause in effect as of the date of prime contract award, governs.**

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY	All subcontracts regardless of value (Note 1

Clause Number	Title	Date*	Notes and Applicability
		2014	applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than the simplified acquisition threshold
<u>52.204-06</u>	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	OCT 2018	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
<u>52.204-23</u>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<u>52.204-25</u>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first

Clause Number	Title	Date*	Notes and Applicability
	Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.		time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as the <i>period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	aug 2018	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts 000above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type

Clause Number	Title	Date*	Notes and Applicability
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M

Clause Number	Title	Date*	Notes and Applicability
			Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.

Clause Number	Title	Date*	Notes and Applicability
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

Annex 1 Cover Letter

[Offeror: Insert date]

**Mitra Khaleghian
Chief of Party
USAID Transformation Communications Activity
Chemonics International Inc.
14A Yaroslaviv Val, 3rd Floor
Kyiv, Ukraine**

Reference: Request for Proposals **RFP-TCA-IQS-003**

Subject: **[Offeror: Insert name of your organization]**'s technical and cost proposals

Dear Ms. Khaleghian:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization's Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
DUNS Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

We are pleased to submit an application to the following LOTS: **[Offerors: Please indicate which LOTS you are applying for]** LOT 1; LOT 2; LOT 3

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for **90** calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the IQS RFP.:

[Offerors: It is incumbent on each offeror to clearly review the IQS RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Evidence of Responsibility Statement.

Sincerely yours,
Signature

[Offeror: Insert name of your organization's representative]

[Offeror: Insert name of your organization]

Annex 2 Guide to Creating a Financial Proposal for an IQS

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the subcontract will be funded under a United States government-funded project, it is important that all offerors' budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

Step 1: Create a budget for the cost proposal. Each offeror must complete a budget for each LOT they are applying for using the template provided in Annex 2.1. The budget must include pricing for **all** services listed for each LOT the Offeror is applying to. The full list of services is attached as a separate Annex (Annex 2.1) in Microsoft Excel format.

Step 2: Write Cost Notes. The spreadsheets shall be accompanied by written notes either as part of the excel spreadsheet or separately in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

Annex 3 Required Certifications

Offerors must complete the below required certifications as part of this application. All required certifications must be signed by an authorized representative of the Offeror. Digital signatures and scans of these forms are acceptable and preferred for application submission.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(Applicant)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.203-2 Засвідчення про самостійне встановлення ціни

Як передбачено параграфом 3.103-1 CFR, додайте наступне положення. Якщо видано Запит про надання цінових пропозицій, терміни «Цінова пропозиція» та «Особа, що надає цінову пропозицію» можуть бути замінені термінами «Пропозиція» та «Оферент».

ЗАСВІДЧЕННЯ ПРО САМОСТІЙНЕ ВСТАНОВЛЕННЯ ЦІНИ (КВІТЕНЬ 1985 Р.)

_____ (надалі іменується "оферентом")
(Назва Оферента)

(а) Оферент засвідчує, що:

(1) Ціни в цій пропозиції визначено самостійно, без жодних консультацій, комунікацій, чи домовленості з будь-яким іншим оферентом або конкурентом, які мали б на меті обмеження конкуренції, щодо: (i) Цих цін;

(ii) Наміру подати пропозицію; або

(iii) Методів або факторів, використаних для розрахунку запропонованих цін.

(2) Оферент на розкривав і свідомо не розкриватиме, прямо чи опосередковано, ціни у цій пропозиції жодному іншому оференту або конкуренту до відкриття пропозицій (у випадку закритих торгів) або присудження контракту (у випадку торгів з переговорами), якщо інше не вимагається законом; і

(3) Оферент не намагався і не намагатиметься схилити будь-який інший концерн до надання або ненадання пропозиції з метою обмеження конкуренції.

(б) Кожен підпис у пропозиції вважається засвідченням підписанта, що підписант:

(1) Є особою в організації оферента, яка відповідає за встановлення цін, що пропонуються у цій заявці чи пропозиції, і що підписант не брав і не братиме участі в жодних діях, які суперечать параграфам (а)(1) - (а)(3) цього положення; або

(2)(i) Уповноважений у письмовій формі діяти як представник зазначених нижче принципалів у засвідченні того, що ці принципали не брали та не братимуть участі в жодних діях, які суперечать параграфам (а)(1) - (а)(3) цього положення _____ [вказіть ПІБ особи(іб) в організації оферента, які відповідають за встановлення цін, що пропонуються у цій заявці чи пропозиції, та його/її посаду в організації оферента];

(ii) Як уповноважений представник засвідчує, що принципали, зазначені в підпункті (б)(2)(i) цього положення не брали та не братимуть участі в жодних діях, які суперечать параграфам (а)(1) - (а)(3) цього положення; і

(iii) Як представник, особисто не брав і не братиме участі в жодних діях, які суперечать параграфам (а)(1) - (а)(3) цього положення.

(с) Якщо оферент вилучить чи змінить параграф (а)(2) цього положення, оферент повинен додати до своєї пропозиції підписану заяву, у якій детально викладено обставини розкриття.

(Заявник)

ПІДПИС _____ ПОСАДА _____

ІМ'Я ДРУКОВАНИМИ ЛІТЕРАМИ _____ ДАТА _____

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (SEPT 2007)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately. _____

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.203-11 ЗАСВІДЧЕННЯ І РОЗКРИТТЯ ІНФОРМАЦІЇ ПРО ПЛАТЕЖІ З МЕТОЮ ВПЛИВУ НА ОКРЕМІ ФЕДЕРАЛЬНІ

ЗАСВІДЧЕННЯ І РОЗКРИТТЯ ІНФОРМАЦІЇ ПРО ПЛАТЕЖІ З МЕТОЮ ВПЛИВУ НА ОКРЕМІ ФЕДЕРАЛЬНІ ТРАНЗАКЦІЇ (ВЕРЕСЕНЬ 2007 Р.)

_____ (надалі іменується "оферентом")
(Назва Оферента)

(a) *Визначення.* Як використовується в цьому положенні, «контакт з метою лобізму» має значення, яке надається у пункті 2 1602(8) Кодексу Сполучених Штатів. Поняття «орган», «вплив або спроба вплинути», «посадова особа або працівник органу», «особа», «розумне відшкодування» та «належно працевлаштований» визначаються в положенні FAR запиту «Обмеження платежів з метою впливу на окремі федеральні транзакції» (52.203-12).

(b) *Заборона.* Заборона та винятки, передбачені положенням FAR запиту «Обмеження платежів з метою впливу на окремі федеральні транзакції» (52.203-12) цим включаються до цього положення шляхом посилання на них.

(c) *Засвідчення.* Підписуючи цю пропозицію, Оферент засвідчує, що, наскільки йому відомо, жодні кошти, виділені з федерального бюджету, не були виплачені та не будуть виплачені жодній особі для впливу або спроби вплинути на посадову особу чи працівника будь-якого органу, члена Конгресу, посадову особу чи працівника Конгресу, або працівника члена Конгресу від його імені у зв'язку з присудженням цього контракту.

(d) *Розкриття.* Якщо будь-які особи, що підлягають реєстрації за Законом про розкриття інформації про лобістську діяльність від 1995 року, мали контакти з метою лобізму від імені Оферента стосовно цього контракту, то для надання імен осіб, які підлягають реєстрації, Оферент заповнює та подає разом зі своєю пропозицією типову форму OMB LLL «Розкриття інформації про лобістську діяльність». Оференту не потрібно надавати інформацію про належно працевлаштованих посадових осіб або працівників Оферента, яким виплатили розумне відшкодування.

(e) *Штраф.* Подання цього засвідчення та розкриття є передумовою надання чи укладення цього контракту, що встановлюється розділом 31 1352 Кодексу Сполучених Штатів. На будь-яку особу, яка здійснює витрати, що заборонені цим положенням, або яка не подає чи не доповнює інформацію щодо розкриття, подання чи доповнення якої вимагається цим положенням, накладається цивільно-правове стягнення в розмірі від 10 000 дол. США до 100 000 дол. США за кожне таке неподання.

(f) У разі зміни протягом терміну дії будь-якого субконтракту обставин Оферента, що стосуються викладене вище, Оферент повинен негайно повідомити про це Покупця.

ПІДПИС _____ ПОСАДА _____

ІМ'Я ДРУКОВАНИМИ ЛІТЕРАМИ _____ ДАТА _____

52.209-5 Certification Regarding Responsibility Matters

Certification Regarding Responsibility Matters (Apr 2010)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLEASE SIGN AND RETURN

Company Name _____

Signature _____ Printed Name _____

Title _____ Date _____

52.209-5 ЗАСВІДЧЕННЯ ЩОДО ПИТАНЬ ВІДПОВІДАЛЬНОСТІ

Засвідчення щодо питань відповідальності (квітень 2010 р.)

(a)(1) Оферент засвідчує, що, наскільки йому відомо:

(i) Оферент та/або будь-який з його Принципалів:

(A) На даний момент є не є внесеним будь-яким федеральним агентством до переліку осіб, участь яких у тендерах на присудження контрактів заборонена, призупинена, запропонована до заборони або оголошена неприпустимою;

(B) Протягом трирічного періоду, що передує цій пропозиції, був не був засуджений або визнаний судом у цивільній справі винним у: вчиненні шахрайства або кримінального злочину у зв'язку з отриманням, спробою отримання або виконанням державного (Федерального, штату або місцевого) контракту або субконтракту; порушенні антимонопольного законодавства (Федерального або штату), що стосується подання пропозицій; або вчиненні розтрати, крадіжки, підлогу, фальсифікації або знищенні записів, лжесвідченні, ухилянні від сплати податків, порушенні Федерального податкового законодавства, за яке передбачено кримінальну відповідальність, або отриманні вкраденого майна;

(C) На даний момент є не є засудженим або іншим чином обвинуваченим державною структурою відповідно до кримінального або цивільного законодавства за вчинення будь-якого зі злочинів, зазначених у параграфі (a)(1)(i)(B) цього положення;

(D) Був не був протягом трирічного періоду, що передує цій пропозиції, повідомлений про несплачені федеральні податки США у розмірі, що перевищує 3000 доларів США, зобов'язання щодо сплати яких залишаються невиконаними.

(1) Федеральні податки США вважаються несплаченими, якщо виконуються обидва зазначені нижче критерії:

(i) Податкове зобов'язання є остаточно визначеним. Зобов'язання є остаточно визначеним, якщо його обраховано. Зобов'язання не є остаточно визначеним, якщо в процесі розгляду знаходиться оскарження в адміністративному чи судовому порядку. У випадку оскарження зобов'язання в судовому порядку, зобов'язання не є остаточно визначеним до часу вичерпання прав на судове оскарження в порядку апеляції.

(ii) Платник податків не виконує своїх зобов'язань щодо сплати податків. Платник податків є таким, що не виконує своїх зобов'язань, якщо платник податків не сплатив податкове зобов'язання в повному розмірі у час, коли податкове зобов'язання підлягало сплаті та вимагалось. Платник податків не є таким, що не виконує своїх зобов'язань, у випадках, коли примусове стягнення не дозволяється.

(2) Приклади.

(i) Платник податків отримав офіційне повідомлення про заборгованість згідно з § 6212 Податкового кодексу США, що надає платнику податків право на звернення до Суду з питань податків за оцінкою податкової заборгованості, вимогу про яку висунуто. Це не є несплаченим податком, оскільки податкове зобов'язання не є остаточно визначеним. В разі звернення платника податків до Суду з питань податків за оцінкою, податкове зобов'язання не буде остаточно визначеним до вичерпання платником податків всіх прав на оскарження в судовому порядку.

(ii) Служба внутрішніх доходів США (IRS) видала повідомлення про податкову заставу щодо оцінюваного податкового зобов'язання, і платнику податків видано повідомлення

згідно з § 6320 Податкового кодексу США, яке надає платнику податків право вимагати слухань у Відділі апеляцій IRS щодо оскарження реєстрації податкової застави, і подальшого оскарження в Суді з питань податків, якщо IRS прийме рішення про законність реєстрації застави. У ході слухань платник податку має право на оскарження основного податкового зобов'язання, оскільки платник податків не мав можливості раніше оскаржити зобов'язання. Це не є несплаченим податком, оскільки податкове зобов'язання не є остаточним. В разі звернення платника податків до Суду з питань податків за оцінкою, податкове зобов'язання не буде остаточним до вичерпання платником податків всіх прав на оскарження в судовому порядку.

(iii) Платник податків уклав угоду про розстрочку згідно з § 6159 Податкового кодексу США. Платник податків здійснює вчасні виплати і повністю виконує умови угоди. Платник податків не є таким, що не виконує своїх зобов'язань, оскільки платник податків на даний час не зобов'язаний здійснити виплату в повному обсязі.

(iv) Платник податків подав заяву на захист від кредиторів згідно з законодавством про банкрутство. Платник податків не є таким, що не виконує своїх зобов'язань, оскільки процедуру примусового стягнення призупинено згідно з пунктом 11 розділу 362 Кодексу Сполучених Штатів (Кодекс про банкрутство).

(ii) Протягом трирічного періоду, що передує цій пропозиції, будь-яке федеральне агентство розірвало () не розірвало () один або більше контрактів з Оферентом через невиконання ним своїх зобов'язань.

(2) “Принципал” для цілей цього засвідчення означає посадову особу, директора, власника, партнера чи особу, яка виконує обов'язки управління чи нагляду в компанії (наприклад, генеральний директор; директор заводу; голова філії, підрозділу чи бізнес-сегменту, та подібні посади).

Це засвідчення стосується питання в компетенції органу Сполучених Штатів і подання підробленого, фіктивного чи шахрайського засвідчення може призвести до застосування по відношенню до заявника провадження згідно з Розділом 1001 Глави 18 Кодексу Сполучених Штатів.

(b) Оферент повинен негайно повідомити у письмовій формі Службовця з питань контрактів, якщо в будь-який час до укладення контракту Оференту стане відомо, що його засвідчення було помилковим на час його подання чи стало помилковим через зміну обставин.

(c) Засвідчення про існування будь-якого з пунктів, зазначених у параграфі (a) цього положення, необов'язково призведе до утримання від надання контракту за цим конкурсом. Проте засвідчення розглядатиметься у зв'язку з визначенням відповідальності Оферента. Неподання Оферентом засвідчення чи додаткової інформації, як вимагається Службовцем з питань контрактів, може спричинити визнання Оферента невідповідальним.

(d) Ніщо з викладеного вище не повинно тлумачитися як таке, що вимагає створення системи документації для добросовісного надання засвідчення, яке вимагається параграфом (a) цього положення. Знання та інформація Оферента не мусять перевищувати знання та інформацію, якими зазвичай володіє завбачлива особа у ході звичайної господарської діяльності.

(e) Засвідчення в параграфі (a) цього положення є матеріальним відображенням факту, на який поклалися при наданні контракту. Якщо пізніше буде визначено, що Оферент свідомо надав помилкове засвідчення, на додаток до засобів захисту прав, які є в Уряді, Службовець з питань контрактів може розірвати контракт, що стане результатом цього конкурсу, з підстав невиконання.

БУДЬ ЛАСКА, ПІДПИШІТЬ І ПОВЕРНІТЬ

Назва компанії _____

Підпис _____

Посада _____

Ім'я друківаними літерами

Дата _____

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

DUNS Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company (Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at <http://fedgov.dnb.com/webform>. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRs.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part 170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, **Company Name** certifies as follows:

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?

Yes No

- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

Yes No

- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

Yes No

4. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

5. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is (Instructions: Offeror should describe their record. Text could include example such as the following to describe their record: "outstanding, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal."

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills

(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

7. Equipment and Facilities

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

8. Eligibility to Receive Award

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID.)

9. Commodity Procurement

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

10. Cognizant Auditor

(Instructions: Offeror should provide Name, address, phone of their auditors – whether it is a government audit agency, such as DCAA, or an independent CPA.)

11. Acceptability of Contract Terms

(Instructions: Offeror should state its acceptance of the proposed contract terms.)

12. Recovery of Vacation, Holiday and Sick Pay

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

13. Organization of Firm

(Instructions: Offeror should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____

ДОКУМЕНТАЛЬНЕ ПІДТВЕРДЖЕННЯ ЗАЯВИ ПРО ВІДПОВІДАЛЬНІСТЬ

1. Ділова інформація Оферента

Назва Компанії: Повна юридична назва

Адреса: Адреса

Номер DUNS: Вкажіть номер компанії в універсальній системі нумерації даних (DUNS) (Вказівки для Оферентів: Для отримання субгрантів вартістю понад 30 000 доларів США Оференти, якщо вони не звільнені від цього обов'язку, повинні надати компанії Кімонікс свій номер DUNS. Звільнення від цього обов'язку може бути надане компанією Кімонікс або впливати з заперечної відповіді на запитання у Розділі 3(a) нижче (тобто, якщо валовий дохід оферента, отриманий з усіх джерел, за попередній податковий рік не перевищував 300 000 дол. США). Системою керує компанія Dun & Bradstreet, а зареєструватися у ній можна через інтернет за адресою <http://fedgov.dnb.com/webform>. Якщо Оферент не має номера DUNS і не має можливості отримати його до кінцевого терміну подання пропозицій, Оферент повинен включити до свого Документального підтвердження заяви про відповідальність заяву про свій намір отримати номер DUNS, якщо він стане переможцем тендеру, або пояснення, чому отримання номера DUNS є непотрібним або неможливим. Детальніші вказівки щодо отримання номера DUNS надаються за окремим запитом.)

2. Особи, уповноважені вести переговори

Пропозиція Назва Компанії щодо Назва Пропозиції може обговорюватися з будь-якою з нижчезазначених осіб. Ці особи уповноважені представляти Назва Компанії у переговорах за цією пропозицією у відповідь на ЗНП №

Вкажіть імена уповноважених підписантів

З цими особами можна зв'язатися в офісі Назва Компанії :

Адреса

Телефон / Факс

Email

3. Достатні фінансові ресурси

Назва Компанії має достатні фінансові ресурси для адміністрування цього контракту, що підтверджується нашими фінансовими звітами, які пройшли аудиторську перевірку (АБО перерахуйте, які ще документи могли бути подані), поданими у рамках нашої відповіді на цю пропозицію.

Якщо оференту буде присуджено контракт вартістю понад 30 000 дол. США і він не буде звільнений від обов'язку отримання номера DUNS на підставі заперечної відповіді на запитання Розділу 3(a) нижче, інформація про будь-який наданий організації субгрант

першого рівня може бути розкрита та оприлюднена через систему FSRS.gov згідно з положеннями Законів про Прозорість 2006 і 2008 років. Тому, відповідно до положень FAR 52.240-10 і Частини 170 2CFR, якщо oferent дає ствердні відповіді на запитання Розділів 3.a та 3.b і заперечні відповіді на запитання Розділів 3.c та 3.d нижче, то згідно з правилами він повинен надати Кімонікс імена та загальний розмір винагороди п'яти найвище оплачуваних керівників організації. Подаючи цю пропозицію, oferent погоджується у разі необхідності виконати цю вимогу, якщо йому буде присуджено субконтракт.

Відповідно до цих Законів і з метою визначення застосовних вимог до звітності, **Назва Компанії** засвідчує наступне:

- a) Чи валовий дохід вашої компанії з усіх джерел у минулому податковому році перевищував 300 000 дол. США?

Так Ні

- b) Чи у попередньому повному фінансовому році Ваша компанія або організація (юридична особа, якій належить номер DUNS) отримала (1) щонайменше 80% свого річного валового доходу в результаті виконання федеральних контрактів або субконтрактів, за рахунок позик, грантів, субгрантів та/або угод про підтримку; та (2) щонайменше 25 000 000 дол. США свого річного валового доходу в результаті виконання федеральних контрактів або субконтрактів, за рахунок позик, грантів, субгрантів та/або угод про підтримку?

Так Ні

- c) Чи має громадськість доступ до інформації про винагороду вищого керівництва Вашої компанії або організації (юридичної особи, якій присвоєно номер DUNS), представленій у формі періодичних звітів, що подаються згідно з положеннями розділу 13(a) або 15(d) Закону про торгівлю цінними паперами 1934 року (15 U.S.C. 78m(a), 78o(d)) або розділу 6104 Кодексу внутрішніх доходів США 1986 року (FFATA § 2(b)(1)):

Так Ні

- d) Чи зареєстрована Ваша компанія або організація у Системі управління контрактами (www.SAM.gov)?

Так Ні

4. Спроможність дотримуватись вимог

Назва Компанії спроможна дотримуватися пропонованого графіку виконання контракту, беручи до уваги всі існуючі ділові зобов'язання, як комерційні, так і урядові.

5. Досвід виконання, дотримання принципів професійної доброчесності та ділової етики

Дотримання принципів професійної доброчесності Назва Компанії є (Вказівки: Оферент повинен описати історію дотримання принципів професійної доброчесності. Для цього можна, наприклад, включити наступний текст: «бездоганним, як підтверджується Заявами та Засвідченнями. Проти нас не висувалося звинувачень у недотриманні принципів професійної доброчесності чи бізнес-етики. Дотримання нами принципів професійної доброчесності може бути підтвержене нашими рекомендаціями у розділі «Рекомендації щодо досвіду виконання», які містяться у Технічній пропозиції.»

6. Організація, досвід, бухгалтерський облік, контроль за операційною діяльністю та технічні навички

(Вказівки: Оферент повинен пояснити свою організаційну структуру для адміністрування цього субконтракту, а також тип бухгалтерського обліку та процедур контролю, які йому треба пристосувати до типу субконтракту, який розглядається.)

7. Обладнання та потужності

(Вказівки: Оферент повинен зазначити, чи має необхідні потужності та обладнання для виконання контракту з зазначенням конкретних деталей, які вимагаються ТЗ субконтракту.)

8. Право на отримання Субконтракту

(Вказівки: Оферент повинен зазначити, чи має право та повноваження на отримання контракту згідно з застосовними законами та положеннями, та підтвердити, що він не включений до жодного списку Уряду США щодо організацій, які заблоковано, виключено чи позбавлено права отримувати контракти та фінансування Уряду США. Оферент повинен зазначити, чи виконував він подібну роботу для USAID у рамках подібних механізмів.)

9. Закупівля товарів

(Вказівки: Якщо Оферент не має права на закупівлю товарів, видаліть цей розділ. Якщо Оферент має таке право, він повинен зазначити свої кваліфікації, необхідні для забезпечення відповідності вимогам пропонованого субконтракту.)

10. Компетентний аудитор

(Вказівки: Оферент повинен надати ім'я, адресу, номер телефону свого аудитора – офіційного урядового аудиторського органу, наприклад, Аудиторське агентство контрактів Міністерства оборони або незалежного сертифікованого аудитора.)

11. Прийнятність умов контракту

(Вказівки: Оферент повинен зазначити прийняття ним запропонованих умов контракту.)

12. Відшкодування відпусток, святкових днів і лікарняних

(Вказівки: Оферент повинен пояснити, чи відшкодовує він відпустки, святкові дні та лікарняні через непрямі витрати компанії (наприклад, за рахунок накладних чи додаткових витрат) або через прямі витрати. Якщо Оферент відшкодовує відпустки, святкові дні та лікарняні через непрямі витрати, в цьому розділі треба зазначити кількість робочих днів у календарному році, що передбачені на відпустки, святкові дні та лікарняні, на які не будуть прямо виставлятися рахунки за контрактом, оскільки їх вартість відшкодовується через непрямі витрати компанії.)

13. Організація фірми

(Вказівки: Оферент повинен пояснити, яким чином фірма організована на корпоративному рівні та на рівні практичної реалізації, наприклад, з точки зору регіонального представництва чи технічних норм.)

Підпис: _____

Ім'я: _____

Свій підпис повинна поставити одна з уповноважених на проведення переговорів осіб, зазначених у Розділі 2.

Посада: _____

Дата: _____

Annex 4 DUNS and SAM Registration Guidance

What is DUNS?

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

Why am I being requested to obtain a DUNS number?

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Chemonics is required to report subcontracts with an award valued at greater than or equal to \$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of \$25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses DUNS numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding DUNS number.

Is there a charge for obtaining a DUNS number?

No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

How do I obtain a DUNS number?

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

What information will I need to obtain a DUNS number?

To request a DUNS number, you will need to provide the following information:

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code

- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a DUNS number?

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

Are there exemptions to the DUNS number requirement?

There may be exemptions under specific prime contracts, based on an organization's previous fiscal year income when selected for a subcontract award, or Chemonics may agree that registration using the D&B web form process is impractical in certain situations. Organizations may discuss these options with the Chemonics representative.

What is CCR/SAM?

Central Contractor Registration (CCR)—which collected, validated, stored and disseminated data in support of agency acquisition and award missions—was consolidated with other federal systems into the System for Award Management (SAM). SAM is an official, free, U.S. government-operated website. There is NO charge to register or maintain your entity registration record in SAM.

When should I register in SAM?

While registration in SAM is not required for organizations receiving a grant under contract, subcontract or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the organization meets the following criteria requiring executive compensation reporting in accordance with the FFATA regulations referenced above. SAM.gov registration allows an organization to directly report information and manage their organizational data instead of providing it to Chemonics. Reporting on executive compensation for the five highest paid executives is required for a qualifying subaward if in your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs):

- (1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and,**
- (3) The public have **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at <https://www.sam.gov>. There is NO fee to register for this site.

Why should I register in SAM?

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

By registering in SAM, you gain the ability to bid on federal government contracts. Your registration does not guarantee your winning a government contract or increasing your level of business. Registration is simply a prerequisite before bidding on a contract. SAM also provides a central storage location for the registrant to supply its information, rather than with each federal agency or prime contractor separately. When information about your business changes, you only need to document the change in one place for every federal government agency to have the most up-to-date information.

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

Follow the step-by-step guidance for contracts registrations at:
https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

You must have a Data Universal Numbering System (DUNS) number in order to begin either registration process.

If you already have the necessary information on hand (see below), the online registration takes approximately one hour to complete, depending upon the size and complexity of your business or organization.

What data is needed to register in SAM?

SAM registrants are required to submit detailed information on their company in various categories. Additional, non-mandatory information is also requested. Categories of required and requested information include:

* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.

* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.

* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. * Electronic Data Interchange (EDI) Information* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

Annex 5 Past Performance Template

The following table must be completed and included in the Technical Volume. Include at least 3 projects that best illustrate experience relevant to this RFP or similar activities. Included projects must have been completed within the past 3 years.

#	Client Name, Address/Location, Telephone Number, Email	Contract or Purchase Order Number	Description of Activities or Work	Date of Work	Cost in UAH
1					
2					
3					

Chemonics reserves the right to contact provided references to verify and, if applicable, request further information. Chemonics reserves the right to obtain past performance information obtained from sources other than those identified by the offeror. Chemonics shall determine the relevance of similar past performance information.