

**RADP-S-2016-040-N**  
**Production of Radio Drama & Public Service Announcements**  
**Page 1 of 49**

June 28, 2016

**Request for Proposals # RADP-S-2016-040-N**  
Production of Radio Drama & Public Service Announcements

Dear Sir or Madam,

Chemonics Afghanistan Limited Management and Implementation Services (hereinafter referred to as “Chemonics”), under the **Regional Agricultural Development Program-South (RADP-S), USAID Contract No. 306-C-13-00018**, is issuing a Request for Proposals (RFP) for Production of Radio Dramas & Public Service Announcements. The attached RFP contains all the necessary information for interested Offerors.

The RADP-S Project is a USAID program implemented by Chemonics International in Afghanistan. The goal of the RADP-S is to improve food and economic security for rural Afghans in Kandahar, Helmand, Zabul, and Uruzgan provinces. The focus will be on improving the productivity and profitability for targeted value chains selected from the wheat, high-value crop, and livestock sectors. This sustainable agricultural development program will support the consolidation of licit economies to fuel economic growth, including providing alternatives to poppy cultivation. RADP-S will achieve this objective through a longer-term agricultural value chain approach designed to address sustainability as well as by supporting policy, legal, and regulatory development. As part of the project activities, RADP-S seeks to provide technical information on new farming techniques and on agribusinesses in an easily understandable manner, through dramas and public short announcements (PSAs) on its weekly radio program, “Better Cultivation, Better Livestock.”

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to Subcontracts & Procurement Department at [subktecquestions@radp-s.com](mailto:subktecquestions@radp-s.com).

Chemonics realizes that Offerors may have questions after reviewing the RFP. Interested Offerors can submit their questions to the RADP-South Subcontracts Team according to the instructions in I.6 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to the website where this RFP was published.

This 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,

Subcontracts & Procurement Department  
Regional Agricultural Development Program - South

**RADP-S-2016-040-N**  
**Production of Radio Drama & Public Service Announcements**  
**Page 2 of 49**

Request for Proposals

RFP # RADP-S-2016-040-N

For the provision of

Production of Radio Drama & Public Service Announcements

Contracting Entity:

Chemonics Afghanistan Limited Management and Implementation Services  
Hawa Shinasi Road, Khwaja Rawash, Kabul, Afghanistan  
Hereafter referred to as Chemonics

Funded by:

United States Agency for International Development (USAID)

Funded under:

Afghanistan Regional Agricultural Development Program – South  
Prime Contract Number: 306-C-13-00018

**\*\*\*\*\* 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 <http://www.chemonics.com/OurStory/OurMissionAndValues/Pages/default.aspx>.

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 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 RADP-S Finance, Subcontracts and Procurement Director at [sferrer@radp-s.com](mailto:sferrer@radp-s.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](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

**RFP Table of Contents**

List of Acronyms

Section I Instructions to Offerors

- I.1 Introduction
- I.2 Offer Deadline
- I.3 Submission of Offers
- I.4 Requirements
- I.5 Source of Funding and Geographic Code
- I.6 Chronological List of Proposal Events
- I.7 Validity Period
- I.8 Evaluation and Basis for Award
- I.9 Negotiations
- I.10 Terms of Subcontract
- I.11 Privity

Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

- II.1. Background
- II.2. Scope of Work
- II.3. Deliverables
- II.4. Deliverables Schedule

Section III Firm Fixed Price Subcontract (Terms and Clauses)

- Annex 1 Sample Proposal Cover Letter
- Annex 2 Guide to Creating Financial Proposal and Sample Budget
- Annex 3 Required Certifications
- Annex 4 DUNS and SAM Registration Guidance

**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
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SAF	Strategic Activities Fund
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Afghanistan	USAID Mission in Afghanistan
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 Regional Agricultural Development Program – South (RADP-South), under contract number 306-C-13-00018, is soliciting offers from companies and organizations to submit proposals to participate with RADP-South to carry out a Radio Program.

The RADP-S Project is a USAID program implemented by Chemonics International in Afghanistan. The goal of the RADP-S is to improve food and economic security for rural Afghans in Kandahar, Helmand, Zabul, and Uruzgan provinces. The focus will be on improving the productivity and profitability for targeted value chains selected from the wheat, high-value crop, and livestock sectors. This sustainable agricultural development program will support the consolidation of licit economies to fuel economic growth, including providing alternatives to poppy cultivation. RADP-S will achieve this objective through a longer-term agricultural value chain approach designed to address sustainability as well as by supporting policy, legal, and regulatory development. As part of the project activities, RADP-S seeks to provide technical information on new farming techniques and on agribusinesses in an easily understandable manner, through dramas and public short announcements (PSAs) on its weekly radio program, “Better Cultivation, Better Livestock.” PSAs will also be coordinated with agribusinesses in the target region to promote their products and services.

Chemonics will issue an award to one company or organization. The award will be in the form of a firm fixed price subcontract (hereinafter referred to as “the subcontract”). The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the subcontract. 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.

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

### **I.2. Offer Deadline**

Offerors shall submit their offers by e-mail only, to the e-mail address: [RADPSprocurement@chemonics.com](mailto:RADPSprocurement@chemonics.com) on or before **04:30 PM (Afghanistan Local Time), Tuesday, July 12, 2016**. Faxed or hard copy offers will not be considered. *Proposals submitted or copied to any other email addresses than the above designated email address will be disqualified.*

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. 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 as instructed in I.2. above, and following needs to be considering when submitting proposals:

#### **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 e-mail address designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX 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.

### **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 a subcontract to an Afghan company or organization, provided it is legally registered and recognized under the laws of Afghanistan and is 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 RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Afghanistan upon award of the subcontract.
- (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.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the subcontract will be awarded to the lead company in the partnership. The leading company shall be responsible for making all partnership arrangements, including but not limited to division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however the different organizations must be committed to work together in the fulfillment of the subcontract terms.

**B. Required Proposal Documents**

1. Cover Letter

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

- i. Name of the company or organization
- 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. Official bank account information
- x. 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 RFP.

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan.
- Part 2: Management, Key Personnel, and Staffing Plan.
- Part 3: Corporate Capabilities, Experience, and Past Performance

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Offerors must assess and include in their total cost of proposal the Business Receipt Tax (BRT) or any other tax required by Afghanistan income tax law. Chemonics will not allow an awarded entity to add taxes (including BRT taxes) or any previously unanticipated costs to the budget after an award is made.

Pursuant to Article 72 of the Afghanistan Income Tax Law, Chemonics is required to withhold taxes from the gross amounts payable to all Afghan subcontractors. In accordance with this requirement, should an award be made to a successful offeror and an agreement is successfully negotiated with that offeror, Chemonics will withhold two percent (2%) tax from the entity's gross invoices if the entity is in possession of an active business license issued by any of the following entities - the Ministry of Commerce and Industry, Afghanistan Investment Support Agency (AISA), Ministry of Information and Culture, Ministry of Education or Ministry of Public Health - at the time the awarded entity submits invoices for payment, and the invoices are successfully reviewed and approved by Chemonics. If the entity provides services contrary to approved by-laws or it does not possess a business license issued by any of the aforementioned public entities, but possesses licenses issued by other local or national government entities or municipalities, Chemonics will in this case withhold a seven percent (7%) fixed tax on the gross amount payable to the awarded entity, subject to Chemonics' review and approval of the subcontractor's invoices. In either case, this tax is withheld by Chemonics from the gross amount payable to the awarded entity and subsequently remitted to the Ministry of Finance. Chemonics will maintain records of all of such remittances.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

#### **I.5. Source of Funding, Authorized Geographic Code, and Source and Origin**

Any subcontract resulting from this 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 RFP or supplied under any resulting award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Afghanistan.

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: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, 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).

#### **I.6. Chronological List of Proposal Events**

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

- |   |                   |
|---|-------------------|
| ▪ <b>RFP announcement</b>                             | <b>28/06/2016</b> |
| ▪ <b>Deadline for written questions</b>               | <b>09/07/2016</b> |
| ▪ <b>Answers provided to questions/clarifications</b> | <b>10/07/2016</b> |
| ▪ <b>Proposal due date</b>                            | <b>12/07/2016</b> |
| ▪ <b>Subcontract award (estimated)</b>                | <b>01/09/2016</b> |



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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to [subktecquestions@radp-s.com](mailto:subktecquestions@radp-s.com) no later than **4:30 PM (Afghanistan Local Time) on July 09, 2016**. Questions and requests for clarification, and the responses thereto, will be advertised through ACBAR.

Only written answers from Chemonics will be considered official and carry weight in the 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 RADP-South project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by **04:30 PM (Afghanistan Local Time), Tuesday, July 12, 2016** at [RADPSprocurement@chemonics.com](mailto:RADPSprocurement@chemonics.com). 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 RADP-South office within 2 days of receiving notification.

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

#### **I.7. Validity Period**

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

#### **I.8. 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 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 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 RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than 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:

<b>Evaluation factors</b>	<b>Possible marks</b>
<b>A. Past Performance and Experience</b>	
Offeror shall provide evidence of similar programming and successful production of audio dramas and public short announcements (PSAs) related to agriculture and extension, livestock, and agribusinesses development. Offeror should demonstrate ability to provide experienced producers and actors to record entertaining and relevant dramas and PSAs.	25
<b>B. Recorded Drama with Written Script Example</b>	
The offeror shall be evaluated on their drama script example related to an agriculture topic. The script must be in Pashto and translated into English and recorded to an audio file. The script must show an understanding of an agricultural topic, be entertaining, and present information in a manner that is understandable to farmers and uses culturally sensitive language and practices.	35
<b>C. Key Personnel</b>	
The offeror shall provide information on experienced writers, producers, and actors who are capable of recording a best quality radio drama.	20
<b>D. Location of Services</b>	
RADP-S will prioritize subcontractors located in Kandahar province in order to provide services in the RADP-S target region.	20

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 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 RADP-South 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.9. Negotiations**

Best offer proposals are requested. It is anticipated that a subcontract 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 subcontract. 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.10. Terms of Subcontract**

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of subcontract negotiations, any resulting subcontract 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 subcontract. 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.11. Privity**

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.

## **Section II Background, Scope of Work, Deliverables, and Deliverables Schedule**

### **II.1. Background**

The RADP-S Project is a USAID program implemented by Chemonics International in Afghanistan. The goal of the RADP-S is to improve food and economic security for rural Afghans in Kandahar, Helmand, Zabul, and Uruzgan provinces. The focus will be on improving the productivity and profitability for targeted value chains selected from the wheat, high-value crop, and livestock sectors. This sustainable agricultural development program will support the consolidation of licit economies to fuel economic growth, including providing alternatives to poppy cultivation. RADP-S will achieve this objective through a longer-term agricultural value chain approach designed to address sustainability as well as by supporting policy, legal, and regulatory development. As part of the project activities, RADP-S seeks to provide technical information on new farming techniques and on agribusinesses in an easily understandable manner, through dramas and public short announcements (PSAs) on its weekly radio program, “Better Cultivation, Better Livestock.” PSAs will also be coordinated with agribusinesses in the target region to promote their products and services.

### **II.2. Scope of Work**

The resultant subcontractor will be supervised by the RADP-S Communications Advisor and work in close coordination with the RADP-S Communications and Outreach Director and RADP-S technical teams on reviewing all written and recorded materials. A deliverable will be considered complete when a weekly written script, weekly written PSAs, and recorded electronic version of the 10-minute radio drama and the PSAs are provided to RADP-S for review and approval.

***The period of this contract shall be 12 months from award.***

The work is to include, but not limited to:

- Produce one weekly original 10-minutes radio drama segment covering different agricultural topics, agribusiness issues, and livestock topics which align with RADP-S’s mission.
- Produce 2 weekly public short announcements (PSAs) on appropriate agricultural and agribusiness topics. PSAs will be created from technical content or on a local agribusinesses provided by RADP-S and may last anywhere from 45 seconds to 3 minutes (though RADP-S reserves the right to request shorter or longer PSAs depending on the topic).
- All radio drama scripts and PSAs will be reviewed by RADP-S and the project’s partners before recording.
- Work in partnership with RADP-S key implementing partners and agribusinesses to develop, produce and edit radio drama segments that are both entertaining and educational.
- Leverage station personnel, resources, and experience to produce high quality radio and audio content in Wave format and in line with RADP-S standards. This means the potential subcontractor must have the recording equipment needed to produce high quality radio dramas and PSAs.
- Assign producers, actors, and technical staff appropriately to produce radio drama segments and PSAs that meet the RADP-S’s professional expectations and standards.

- Complete the requested radio drama segments according to the radio stations' production and broadcasting schedule, or based on RADP-S Communication's team instruction
- Maintain conduct of the highest integrity and professionalism.
- Allow site visits by RADP-S, and other project stakeholders to monitor subcontractor performance, record keeping, and production.

**All applicants must also submit a 4-5 page script on an agricultural topic in Pashto and the translated English script, along with an electronic audio recording of the script in Wave or MP3 file with the submission of the proposal.** The script should demonstrate an understanding of teaching a technical agricultural topic, use language understandable by local farmers, and be culturally relevant.

In implementing this project, the successful bidding Subcontractors will provide all labor, equipment, materials, and supplies needed to record the dramas and PSAs and provide physical recordings of the dramas and PSAs.

### **II.3. Deliverables**

The successful Subcontractor shall deliver to Chemonics the following: (Summary table followed by expanded description of deliverables).

Completion of a deliverable will be reported in writing by the Subcontractor to the RADP-S Communications Advisor monthly and payment requests will be issued after the written approval of the mentioned adviser is received.

#### **Deliverable 1: Audio File of Each Weekly Radio Drama**

The subcontractor shall provide the audio file of each radio drama for RADP-S review of quality and records. The recording must be clear for listening and encompass the entire drama.

#### **Deliverable 2: Audio File of Each Weekly Public Short Announcements**

The subcontractor shall provide the audio file each week of the PSAs recorded for that week. The CD recording must be clear for listening and encompass the entire PSA recording.

#### **Deliverable 3: Final written drama script in Pashto**

The subcontractor shall provide the final written drama script, once reviewed and revised with RADP-S, to RADP-S in Pashto

#### **Deliverable 4: Final PSA scripts in Pashto**

The subcontractor shall provide the final written PSAs, once reviewed and revised with RADP-S, to RADP-S in Pashto.

### **II.4. Deliverables Schedule**

Deliverables Estimated Timeline

<b>No.</b>	<b>Deliverables</b>	<b>Delivery Date</b>
1	Audio file submission of Each Weekly Radio Drama	Weekly Submission
2	Audio file submission of Weekly Public Short Announcements	Weekly Submission
3	Final written drama script in Pashto	Weekly Submission
4	Final PSA scripts in Pashto	Weekly Submission
	<b>TOTAL</b>	

**Section III Firm Fixed Price Subcontract (Terms and Clauses)**

**FIXED PRICE SUBCONTRACT**

*(insert Subcontract Number here)*

**Between**

**CHEMONICS AFGHANISTAN LIMITED MANAGEMENT AND IMPLEMENTATION  
SERVICES**

*(insert Chemonics' address here)*

*(insert City, State Zip code)*

**And**

***(add subcontractor name and address here)***

*(If a US Subcontractor add: Employer Identification Number (EIN)#: \_\_\_\_\_) and DUNS as  
applicable*

**Hereinafter referred to as the Subcontractor**

**For**

*(insert Contract Name here)*

**USAID PRIME CONTRACT NO.** *(insert contract number here, and Task Order No. if  
applicable)*

**Effective Date:** *(insert date here)*

**Total Fixed price:** *(insert amount here - local subcontracts must be in local currency.  
If total fixed price exceeds \$150,000 or 5% of the total prime contract value, CO consent is  
required per FAR 52.244-2)*

**Contents**

<b>SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLES SCHEDULE.....</b>	<b>18</b>
<b>SECTION B. REPORTING AND TECHNICAL DIRECTION.....</b>	<b>19</b>
<b>SECTION C. PERIOD OF PERFORMANCE .....</b>	<b>19</b>
<b>SECTION D. SUBCONTRACT FIXED PRICE, INVOICING AND PAYMENT .....</b>	<b>19</b>
<b>SECTION E. BRANDING POLICY .....</b>	<b>21</b>
<b>SECTION F. AUTHORIZED GEOGRAPHIC CODE; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED] .....</b>	<b>21</b>
<b>SECTION G. INTELLECTUAL PROPERTY RIGHTS .....</b>	<b>23</b>
<b>SECTION H. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS .....</b>	<b>23</b>
<b>SECTION I. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS .....</b>	<b>25</b>

<b>SECTION J. 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 .....</b>	<b>25</b>
<b>SECTION K. GOVERNING LAW AND RESOLUTION OF DISPUTES.....</b>	<b>25</b>
<b>SECTION L. SET-OFF CLAUSE.....</b>	<b>26</b>
<b>SECTION M. ASSIGNMENT AND DELEGATION .....</b>	<b>27</b>
<b>SECTION N. ORGANIZATIONAL CONFLICTS OF INTEREST .....</b>	<b>27</b>
<b>SECTION O. ANTI-KICKBACK (CORRUPTION) .....</b>	<b>27</b>
<b>SECTION P. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224 .....</b>	<b>28</b>
<b>SECTION Q. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13).....</b>	<b>28</b>
<b>SECTION R. COMPLIANCE WITH U.S. EXPORT LAWS .....</b>	<b>28</b>
<b>SECTION S. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND ANTI-BOYCOTT COMPLIANCE.....</b>	<b>30</b>
<b>SECTION T. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS.....</b>	<b>30</b>
<b>SECTION U. SUBCONTRACTOR PERFORMANCE STANDARDS .....</b>	<b>31</b>
<b>SECTION V. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS.....</b>	<b>32</b>
<b>SECTION W. CLAUSES INCORPORATED BY REFERENCE.....</b>	<b>33</b>
<b>SECTION X. MISCELLANEOUS.....</b>	<b>34</b>

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.



The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For  
Chemonics Afghanistan Limited Management

For  
{ Subcontractor's name}

and Implementation Services

By:

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

{name}

{name}

{title of officer}

{title of officer}

Date Signed: {insert date}

Date Signed: {insert date}

Place Signed: {insert place}

Place Signed: {insert place}

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

Section A. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLES SCHEDULE

A.1. Background

[Briefly describe the purpose of the prime contract and technical subcomponent, if applicable. State that the purpose of the Subcontract is to accomplish certain objectives of the Prime Contract (stating the specific objectives). Describe the context in which the subcontractor will work. What work has already been done and what progress has already been made toward the objective/task on which the Subcontractor will work? What outputs from that previous work will serve as inputs to the Subcontractor's work? How will the project make use of the Subcontractor's deliverables to achieve project objectives?]

A.2. Scope of Work

[Describe the steps and processes that the Subcontractor absolutely must take in order to achieve minimally acceptable deliverables. Fixed price subcontracts delegate substantial discretion to the Subcontractor on *how* it will achieve the required deliverables, and Chemonics will pay based *only* on whether the Subcontractor provides the deliverables in the state described below. Therefore, this Scope of work section should not micromanage the Subcontractor's work processes but should only specify steps without which the Subcontractor could not possibly produce acceptable deliverables in accordance with the deliverables descriptions below.]

A.3. Deliverables

The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1: [Insert Deliverable Name]

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

Deliverable No. 2: [Insert Deliverable Name]

(Complete description of deliverable No. 2)

A.4. Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	[Deliverable Name from Section A.3]	[Date]
2	[Deliverable Name from Section A.3]	[Date]

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

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) (April 1984), which is incorporated by reference in Section V herein.

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 V herein.

Any change in the Subcontractor's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this subcontract.

**Section B.**      REPORTING AND TECHNICAL DIRECTION

The Subcontractor shall render the services and produce the deliverables stipulated in Section A., above, under the general technical direction of the (specify name and title -- usually COP or other project technical leader), or his/her designee. The (specify name and title -- usually COP or Program Manager), or his/her designee will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract.

**Section C.**      PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is (fill in date when work must begin, not earlier than signature date) , and the completion date is (fill in date). The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the (designate receiving person) in accordance with the schedule stipulated therein.

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

**Section D.**      SUBCONTRACT FIXED PRICE, INVOICING AND PAYMENT

**D.1.**      Subcontract Fixed Price

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Subcontractor a total of US\$ XX,XXX (Amount must be denominated in local currency if a local subcontract) . This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. **(Include the following language only if Chemonics will make more than one payment)** . Chemonics will pay the total price through a series of installment payments.

Chemonics will make each payment subject to Section D.3, below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table: **(Delete the preceding two sentences and the table and asterisk below if total price is to be paid in one payment only)**

**(Structure the table below as needed. Sometimes one payment is made for 2 or more deliverables while in other cases, each deliverable has a payment associated with it.)**

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$XX,XXX	1. (Deliverable No. 1 Name) , AND 2. (Deliverable No. 2 Name)
2. \$YY,YYY	3. (Deliverable No. 3 Name)

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

Pursuant to Article 72 of the Afghanistan Income Tax Law, Chemonics is required to withhold taxes from any gross amount payable to the Subcontractor. In accordance with this requirement, Chemonics will withhold two percent (2%) tax from the subcontractor’s gross invoices if the Subcontractor is in possession of an active business -license issued by the Ministry of Commerce and Industry, Afghanistan Investment Support Agency (AISA), the Ministry of Information and Culture, the Ministry of Education, or the Ministry of Public Health, at the time it submits invoices to Chemonics for payment, and the invoices are successfully reviewed and approved. If the Subcontractor provides services contrary to approved by-laws or does not possess a business license issued by these public entities, but possesses licenses issued by other local or national government entities or municipalities, Chemonics will in this case withhold a seven percent (7%) fixed tax on the gross amount payable to the subcontractor, pending review and approval of the subcontractor’s invoices, per Section D.2 of this Subcontract. In either case, whether 2% or 7%, this tax is withheld by Chemonics from the gross amount payable to the Subcontractor and subsequently remitted to the Ministry of Finance. Chemonics will maintain records of all of all such remittances.

D.2. Invoicing

Upon (Responsible person’s title here) ’s acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to (insert project name) for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in (choose either US dollars or specify a local currency if this is a local subcontract) , per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

D.3 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: (INSERT Account name provided by the Subcontractor)

Bank name: (INSERT Subcontractor's bank name)

Bank address or branch location: (INSERT Subcontractor's bank address or branch location)

Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

**D.4    Payment**

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 (choose either US dollars or specify a local currency if this is a local subcontract) , paid to the account specified in Section D.3.

**Section E.    BRANDING POLICY**

Marking of subcontract deliverables shall comply with the USAID "Graphic Standard Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

**Section F.    AUTHORIZED GEOGRAPHIC CODE; 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 {insert applicable geographic code}.

(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 G. INTELLECTUAL PROPERTY RIGHTS

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this fixed price subcontract will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that the Subcontractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this fixed price subcontract, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the subcontract. The Subcontractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

Section H. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

(a) The Subcontractor waives any additional benefits and agrees to indemnify and save harmless Client and Chemonics, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of Chemonics;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Client, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

(b) Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of

infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts--



- (1) to procure for Chemonics the right to continue use and, if authorized under this Subcontract, distribution of the infringing goods or services or,
- (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Subcontractor shall refund to Chemonics all monies paid Subcontractor for the infringing goods and services.

Section I. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of (insert name of country) 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 fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Section V, Clauses Incorporated by Reference.

Section J. 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 fixed price 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;
- (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.

Upon such termination the Subcontractor shall have no right to any further payments following the notice of termination given by Chemonics to the Subcontractor.

Section K. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) *Governing law.* This Subcontract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) *Disputes with the Government.* Chemonics' Prime Contract with the Government is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of

the performance of this Subcontract that relates to any decision of the Government under the Prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.

(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 Chemonics and 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) *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Subcontract ("Dispute") that is covered by (b) above.

(1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good-faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (c)(2) below.

(2) *Executive Consultation.* For Disputes submitted to Executive Consultation, each party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be the Senior Vice President, Risk Management Division, or a person at a higher level of authority. For Subcontractor, such designee shall be a {insert level of authority} or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties, and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the parties, the claiming Party may proceed under subparagraph (3) below.

(3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this Subcontract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages, and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own attorney fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(d) *Obligation to perform work.* Subcontractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

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 M.     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 N.     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 (insert name of project ) of such potential conflict of interest and receiving (insert name of project ) 's written approval to undertake such activities.

Section O.     ANTI-KICKBACK (CORRUPTION)

(a)     Definitions.

*Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the (insert name of project ) project office or any of its employees, the Subcontractor or Subcontractor employees, or vendors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

(b)     The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Subcontractor to Chemonics.

When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to Chemonics, who shall forward the report to the USAID Inspector General for investigation.

The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph (b) of this clause.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

Section P.     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 all U.S. Executive Orders and laws. This provision must be included in all subcontracts or subawards issued under this subcontract.

Section Q.     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, the Sudan, Burma and North Korea 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 (c), in all subcontracts and subawards issued under this subcontract.

Section R.     COMPLIANCE WITH U.S. EXPORT LAWS

Subcontractor warrants and agrees to comply with all U.S. trade laws and regulations, including but not limited to: (i) the Arms Export Control Act and the International Traffic in Arms

Regulations (ITAR), 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Act of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730 et seq., (including the EAR's anti-boycott provision); (iii) the International Emergency Economic Powers Act and the Office of Foreign Asset Controls Restrictions, 31 C.F.R. Parts 500-599; and (iv) 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 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 or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify and defend Chemonics for any penalties, fines, or other regulatory action taken against Chemonics as a result of Subcontractor's non-compliance with this provision.

**Section S.**      NON-DISCRIMINATION, AFFIRMATIVE ACTION AND ANTI-BOYCOTT COMPLIANCE

Chemonics is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the Equal Opportunity clauses in the Federal Acquisition Regulations cited in Section V and set forth at Title 41 Code of Federal Regulations (CFR) § 60-1.4(a) (for women and minorities), 41 CFR § 60-250.5(a) and 41 CFR § 60-300.5(a) (for veterans), and 41 CFR § 60-741.5(a) (for disabled individuals); the provisions of 41 CFR § 61-250.10 and 41 CFR § 61-300.10 (veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions of this agreement and are binding on Subcontractors/Vendors. Unless exempt, Subcontractors/Vendors also may be required to prepare written affirmative action programs as set forth at 41 CFR § 60-2.1 and/or otherwise comply with the regulations at 41 CFR Part 60.

As described in Section R, it is the policy of Chemonics International to comply fully with all U.S. export control laws, including the EAR's anti-boycott provisions, which encompass adherence to reporting requirements and refraining from any prohibited boycott activity or agreement. Pursuant to these provisions, the Subcontractor and its owners, directors, officers, employees, or agents thereof, agrees that it shall not enter into agreements to:

- (a) discriminate against other persons based on race, religion, sex, national origin or nationality.
- (b) furnish information about the race, religion, sex, or national origin of another person.
- (c) refuse to do business with or in Israel or with blacklisted companies.
- (d) furnish information about business relationships with or in Israel or with blacklisted companies.

The Subcontractor shall report to Chemonics when any such requests related to the work of this Subcontract are encountered and shall agree to any required reporting of such requests to the U.S. Department of Commerce Bureau of Industry and Security and the U.S. Internal Revenue Service

**Section T.**      COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS

Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, the United States False Claims Act (FCA), the United States Anti-Kickback Act, and all related and implementing legislation that may be applicable to this Subcontract, the Subcontractor certifies, warrants and represents that:

- (a) It has not made, authorized, or offered (and will not make, authorize, or offer) any payment, or given, authorized, or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise,
  - 1) To any official or employee of any foreign government, state-owned enterprise, or international organization,
  - 2) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
  - 3) To any political party or to any person known to be a candidate for any office in any government;

In order to

- 1) influence any act or decision in any such person's official capacity;
- 2) induce any such person to do or omit to do any act in violation of their lawful duty;
- 3) secure any improper advantage; or
- 4) induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person.

(b) It has not made, used, or caused to be made or used (and will not make, use, or cause to be made or used), a false record or statement to get a false or fraudulent claim paid or approved by the Government (including payment via the prime contractor). This includes, inter alia:

- 1) Submitting for payment or reimbursement a claim known to be false or fraudulent
- 2) Making or using a false record or statement material to a false or fraudulent claim or to an 'obligation' to obtain payment from the government (including payment via the prime contractor).
- 3) (iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.
- 4) Concealing, improperly avoiding or decreasing an obligation to pay money to the government.

(c) The Parties agree to promptly advise each other if they believe violations of this provision has occurred, so that the matter may be handled in a timely fashion, and to cooperate on reporting requirements, if any.

Notwithstanding any other provision in this Subcontract, Chemonics considers non-compliance with this Section to be a material breach of this Subcontract and reserves the right to terminate this Subcontract, upon written notice, if it determines in its sole discretion that the Subcontractor is in breach of this Section.

#### Section U. 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

[INSTRUCTIONS (*delete after reading*): Paragraph (d) below should be included in all US subcontracts. Include in local subcontracts only if we intend to complete an evaluation for the subcontractor. Otherwise, the following paragraph (d) should be deleted.]

(d) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract on an annual basis. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts. The Subcontractor will be evaluated for:

*Quality and timeliness of work.* Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.

*Responsiveness to Chemonics' requests.* Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.

*Quality of financial management.* Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.

*Quality of subcontract administration.* Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

**INSTRUCTIONS: The following clause is only required if the subcontract is above the simplified acquisition threshold. Adjust the subsequent section titles and TOC as applicable.**

**Section V. 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, which includes rights and protections against discrimination or reprisals for reporting reasonable evidence of gross mismanagement, waste, fraud, abuse or violations related to terms and conditions of the prime



contract and this subcontract. The website listed below contains further information on specific protections: <http://www.gpo.gov/fdsys/pkg/USCODE-2012-title41/pdf/USCODE-2012-title41-subtitle1-divsnC-chap47-sec4712.pdf>.

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 W.    CLAUSES INCORPORATED BY REFERENCE

This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulations (48 Code of Federal Regulations, Chapter 1) and AID Acquisition Regulations (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <https://www.acquisition.gov/?q=browsefar> and [https://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf). Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

*(This below list of FARs and AIDARs is applicable only to local subcontractors performing work in the cooperating country. Firms that are not local should use the flow-down list applicable to US subcontractors. Delete these bracketed instructions and the inapplicable list of FARs and AIDARs, depending upon whether Subcontractor is a U.S. or local subcontractor.)*

Federal Acquisitions Regulation (FAR) Clauses

FAR Clause Number	Title and Year
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (APR 1984)
52.203-6	Restriction on Subcontractors Sale to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010) (as altered)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation of Payment to Influence Certain Federal Transactions (Oct 2010)
52.204-06	Data Universal Numbering System (DUNS) Number (Jul 2013)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52-215-2	Audit and Records-Negotiation (Oct 2010)

52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010) [only if they exceed \$750,000]
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications (Oct 2010) [only if they exceed \$750,000]
52.215-14	Integrity of Unit Prices (Oct 2010) [only if procuring supplies by priced units]
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.225-13	Restriction on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency between English version and Translation of Contract (Feb 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
52.229-6	Taxes - Foreign Fixed price Contracts (Jun 2003)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1 (Alt III)	Changes-Fixed price (Aug 1987) Alt I [include Alt I for services]

52.246-4	Inspection of Services – Fixed price ( Aug 1996)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-8	Default Fixed Price Supply & Service (Apr 1984)

Agency for International Development Acquisitions Regulation (AIDAR Clauses)

AIDAR Number	Title and Year
752.202 Alt.70 and Alt.72	Definitions Alt. 70(Jan 1990)/Alt.72 (Jan 1990)
752.211-70	Language and Measurement [especially provision in (a)] (Jun 1992)
752.225-70	Source Nationality Requirements (Feb 2012) (as altered)
752.228-3	Worker's Compensation Insurance (Defense Base Act)
752.228-70	Medical Evacuation (MEDEVAC) Services
752.7005	Submission Requirements for Development Experience Documents Sep 2013)
752.7009	Marking (Jan 1993)
752.7025	Approvals (Apr 1984)
752.7027	Personnel (Dec 1990)
752.7032	International Travel Approval and Notification (Jan 1990) *Only if international travel is required.
752.7034	Acknowledgement and disclaimer (Dec 1991)
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.

Section X. 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.
- (h) Pursuant to Mission Order 201.06 National Security Screening (Non-U.S. Party Vetting) in Afghanistan and any of its supplements, Any proposed non-U.S. recipient of an Award of a USAID contract, subcontract, or any instrument acting as the same in excess of \$25,000 at

any tier. This includes USAID-awarded contracts, prime contractor-awarded subcontracts and contracts awarded by grantees and recipients of cooperative agreements. For the avoidance of doubt, this Mission Order applies to all Sub-awardees of Awards for Private Security Services. regardless of award value and regardless of tier.

[End of Subcontract]

**Annex 1      Cover Letter**

[Offeror: Insert date]

[Insert name of point of contact for RFP]  
[Insert designation of point of contact for RFP]  
[Insert project name]  
[Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]  
[Insert project office address]

Reference:      Request for Proposals [Insert RFP name and number]

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

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

[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:	_____

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

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

[Offerors: It is incumbent on each offeror to clearly review the 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 a Fixed Price Subcontract**

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: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes 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.

**Sample Budget**

Activity	Unit Cost AFN	Unit	Multiplier	Total Price AFN
Weekly 10 Minute Audio Drama		/episode	<b>45</b> audio dramas	
Public Service / Promotional Announcement		/PSA	<b>96</b> PSAs	
<b>TOTAL</b>				

Offerors should revise the budget line items accordingly in response to the technical and cost requirements of this RFP.

[Instructions: Remember to insert any specific cost guidance or requirements, such as any applicable sections in the RFP that include cost instructions. For example, "Section I.4.B provides guidance on how to handle taxes as you prepare your cost proposal"]



### **Annex 3 Required Certifications**

Federal Acquisition Regulation mandates certain certifications that offerors are required to sign as part of a request for subcontract proposal (RFP) funded with federal funds. A list of required certifications should be included in the solicitation document for subcontracts that have not been priced as part of the prime contract and Offerors must submit all the certifications to be responsive to the RFP.

The required certifications are as follows and their full text can be found in the following pages. Review and delete all instructions before inserting in the appropriate location in the solicitation document. Additional certifications may be required depending upon the prime contract terms and conditions.

- **Evidence of Responsibility Statement** – Certification describing internal policies and procedures, listing authorized signatories, and stating that the company is able to comply with the terms and conditions of the subcontract. This is applicable to all solicitations regardless of value.
  
- **Prohibition on Assistance to Drug Trafficking Participant Certification** – (Section 487 of the Foreign Assistance Act/ADS 206). Certifies that key individuals of subcontractor are not or have not been involved in drug trafficking. Requirement for certification applies to subcontractors in covered countries (identified annually by the President of the United States as major, illicit, drug-producing or drug-transit countries) and in principle is not required from most subcontractors except for: (1) intermediate credit institutions (entity receiving USAID funds for the purpose lending to third parties) and; (2) subcontractors specifically designated by USAID to receive or provide more than \$100,000 in covered assistance. Designation means that subcontractor has been unilaterally selected by USAID as the subcontractor. USAID approval of a subcontractor, selected by another party, or joint selection by USAID and another party is not designation. To assess if this certification is required, check prime contract terms and conditions.

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

As prescribed in 9.409(a), insert the following provision:

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 or 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

\_\_\_\_\_

### **1. 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

### **2. 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 in this proposal.

### **3. 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.

### **4. Record of Performance, Integrity, and Business Ethics**

Company Name record of integrity is (Instructions: Subcontractor should include text 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.")

### **5. Organization, Experience, Accounting and Operational Controls, and Technical Skills**

(Instructions: Subcontractor 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.)

### **6. Equipment and Facilities**

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

**7. Eligibility to Receive Award**

(Instructions: Subcontractor should state that they are qualified and eligible to receive an award under applicable laws and regulation and 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 Subcontractor should state whether they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here as well.)

**8. Commodity Procurement**

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

**9. Cognizant Auditor**

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

**10. Acceptability of Contract Terms**

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

**11. Recovery of Vacation, Holiday and Sick Pay**

(Instructions: Subcontractor 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 subcontractor 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.)

**12. Organization of Firm**

(Instructions: Subcontractor 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

## **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
- Trade style, 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.

### **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.

### **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 US 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 benefit 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](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](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.)