

04 November 2014

Request for Proposals # RFP 171_NA015

Access to Information for Ethnic Minority Groups research paper

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Governance for Inclusive Growth (GIG) Program, USAID Contract No. AID-OAA-I-12-00035/AID-486-TO-14-00002, is issuing a Request for Proposals (RFP) for implementation of a research project, called Access to Information for Ethnic Minority Groups Research Paper. The attached RFP contains all the necessary information for interested Offerors.

The project “Access to Information for Ethnic Minority Groups Research Paper” has the following objectives:

- Conduct desk and field research mapping existing GVN public outreach and feedback mechanisms targeting ethnic minority groups;
- Conduct field research establishing how ethnic minority communities currently access information and provide feedback to local government, as well as preferred methods of accessing information and providing feedback;
- Conduct field research establishing perceptions of key governance priorities within ethnic minority communities;
- Through field research, identify innovative ways of improving GVN public outreach and feedback mechanisms to engage with ethnic minority communities.
- Disseminate findings to GVN counterparts, social organizations and the international development community in Vietnam.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to the GIG Program at Procurement@vietnamgig.com by 10 November 2014.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Procurement@vietnamgig.com according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all registered Offerors.

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,



Noel Martinez
Vietnam GIG

Request for Proposals

RFP # RFP 171_NA015

For the provision of

Access to Information for Ethnic Minority Groups Research Paper

Contracting Entity:

USAID Governance for Inclusive Growth Program
Chemonics International Inc.
115 Tran Hung Dao Street, 6th Floor Hoan Kiem, Hanoi

Funded by:

United States Agency for International Development (USAID)

Funded under:

Vietnam Governance for Inclusive Growth Program (GIG)

Prime Contract Number **AID-OAA-I-12-00035/AID-486-TO-14-00002**

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List of Acronyms

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
ISS	Instant Support System
M&E	Monitoring and Evaluation
NA	National Assembly of Vietnam
NAO	Office of the National Assembly of Vietnam
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/Vietnam	USAID Mission in Vietnam
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 Governance for Inclusive Growth Program (GIG), under contract number **AID-OAA-I-12-00035/AID-486-TO-14-00002** is soliciting offers from companies and organizations to submit proposals to participate with GIG to carry out the research activity, Access to Information for Ethnic Minority Groups Research Paper.

The USAID/GIG program is USAID's primary activity for cooperation with the public and private sectors in Vietnam to enhance areas of governance expected to facilitate broader-based growth, with an emphasis on the legal framework and systems for accountability. The GIG program is working to support disadvantaged groups to raise their voices in policy making and public governance, and to have better access to economic opportunities. Access to Information for Ethnic Minority Groups Research Paper will provide recommendations that will support GVN counterparts and key stakeholders to better engage ethnic minority groups in Vietnam's governance process, enabling the use of evidence-based research in supporting inclusive citizen participation in public policy.

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 electronically only.

Emailed offers must be received by the same time and date at the following address:

Procurement@VietnamGIG.com

Faxed offers will not be considered.

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.

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 point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

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

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 a Vietnamese or international company or organization, provided it is legally registered and recognized under the laws of the country where it is headquartered 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 the country where they are headquartered upon award of the subcontract.
- (ii) Companies or organizations must have a local presence in Vietnam at the time the subcontract is signed.
- (iii) 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.

Audited financial statements for 2011, 2012 and 2013 shall be attached to the Offeror's proposal.

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages.

In part 1 the Offerors shall describe their technical approach, methodology and detailed work plan for the solicited work. It shall demonstrate Offeror's understanding of assignment, how they aim to produce high-quality outputs within the project timeframe, risk mitigation plan, training plan and the services covered under warranty period.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

- Project manager;
- Researchers;
- Translator.

More staff can be declared under non-key personnel, however they will not score evaluation points. Offerors shall suggest their positions in their proposals.

Certified staff will be given preference. Scanned copies of certificates must be submitted with proposal.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

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

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

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. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Vietnamese dong. See Annex 2 for a sample cost structure.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

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.

The authorized USAID geographic code for this RFP and any resulting subcontract is **Code 937**. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>). All commodities and services supplied under any subcontract resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), [22 CFR §228](#).

The following applies to this RFP, all related correspondence, and any resulting subcontract:

A. Definitions:

1. **Cooperating Country:** "Cooperating country" means Socialist Republic of Vietnam.
2. **Source:** "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.
3. **Nationality:** "Nationality" refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of goods and services. If the Offeror is an organization, the organization must (1) Be incorporated or legally organized under the laws of a country in Code 937; (2) Must be operating as a going concern in a country in Code 937, and either (3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in Code 937, or (4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937, in more than half its permanent full-time positions and more than half of its principal management positions.
4. **Prohibited Source:** Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria

B. **Application:** The source and nationality of all goods and services in response to this RFP must meet the USAID geographic code 937 requirements in accordance with [22 CFR §228](#).

C. No items, items with components from, or related services may be offered from any prohibited source. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting subcontract (including transportation, fuel, lodging, meals, and communications expenses).

All goods and services proposed through any offer in response to this RFP must meet USAID geographic code 937.

I.6. Chronological List of Proposal Events

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

RFP published	04/11/14
Deadline for written questions	14/11/14
Answers provided to questions/clarifications	19/11/14
Proposal due date	05/12/14
Subcontract award (estimated)	15/12/14

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 Procurement@VietnamGIG.com, no later than 12:00 pm on November 10, 2014. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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 GIG project, or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by 12:00 pm on November 31, 2014. 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 GIG 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 60 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 evaluation points below.

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 approximately equal to cost

factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology and Detailed Work Plan		
	Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work? (Does the proposal reflect an understanding of the project, and a demonstration of necessary skills to compete the project (including demonstrated experience of conducting qualitative and quantitative research in Vietnam’s remote areas or with Ethnic Minority communities)?	15 points
	Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	10 points
Total Points – Technical Approach		25 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work? Do they have experience implementing research in similar conditions to those of the Scope of Work?	15 points
	Have they carried out at least three similar assignments recently and have those implementations been successful?	10 points
Total Points – Management		25 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company have experience relevant to the project Scope of Work? Does the company have previous experience working with international donors, international non-government organizations.	25 points
Total Points – Corporate Capabilities		25 points
Local Knowledge		
	Does the company and the submitted proposal reflect knowledge of the environment in which this project will take place? Does the company have experience	25 points

	working through interpreters/translators? Does the company have experience engaging local community leaders and local government officials? Has the company conducted research in the languages of Ethnic Minority communities?	
Total Points – Criteria 4		25 points
Total Points		100 points

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

This 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 GIG 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. Protest

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation. Offerors agree that any protest to this request for proposals must be presented in writing with a full explanation of the offerors concerns to Chemonics’ GIG project for consideration. USAID will not consider protests made to USAID under USAID-financed projects. At its sole discretion, Chemonics, will make a final decision on the protest at a level above the Operations and Grants Director (Noel Martinez).

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

II.1. Background

Greater access to information would enable Ethnic Minority groups, among Vietnam's most vulnerable citizens, to participate more directly in the decisions that shape their lives, and so, engage in governance processes to help empower these communities.

While research has been conducted in the recent past detailing how people in Vietnam's urban and rural areas access different kinds of information, a research gap exists regarding access to information for ethnic minority groups. Available research suggests that existing forms of communication with ethnic minority areas is limited, though the effectiveness and regularity of these efforts is not known.

Geography and the lack of a shared language contribute to isolation and marginalization for ethnic minority communities. Additional factors, such as lack of education and skills to access new or appropriate technologies further isolates communities. Faced with these barriers, ethnic minority communities often have limited connections, contacts and support nets to access important information. Literacy rates vary greatly between the Kinh at more than 95%, and the Mong people at 37%. Within ethnic groups, male literacy is higher than that of females, which is as low as 11% among Khmer women and girls. Even in areas with a majority of a single ethnic minority group with a written language, very few written materials are available in local script. While many ethnic minorities are bilingual in Vietnamese, they would still benefit from more materials in their own languages.

(Papers cited above: Country Social Analysis: Ethnicity and Development in Vietnam Summary report, The World Bank, 2009; Wells-Dang, A., 'Ethnic Minority Development in Vietnam: What Leads to Success? Background Paper for the 2012 Programmatic Poverty Assessment', May 2012.)

The objectives of the research activity are to:

- Produce a research paper enabling the use of evidence-based research in supporting GIG program activities to improve inclusiveness of ethnic minorities in Vietnam's governance;
- Produce research that provides evidence to help enhance strategic two-way communications between GVN counterparts and ethnic minority groups to increase participation in public policy making;
- Consolidate findings that can be utilized by GVN counterparts, social organizations and the international development community in Vietnam to inform policy and improve inclusion of ethnic minority groups in broader program activities; and
- Disseminate information that results in actionable and feasible strategies for counterparts, stakeholders, and the GIG program to foster access to information for all Ethnic Minority communities, with its focus on enhancing citizen participation and government responsiveness.

II.2. Scope of Work

This activity will ultimately develop a research paper and recommendations that will support GVN counterparts and other stakeholders to engage ethnic minority groups in a meaningful way in Vietnam's governance process, enabling the use of evidence-based research in supporting inclusive citizen participation in public policy. This research will reflect USAID's mandate to bring a focus to Vietnam's provinces with the highest poverty and social exclusion levels, particularly those in the Central and North-Western Highlands.

Field research and consultative roundtables will produce a research paper that:

1. Maps existing GVN public outreach feedback mechanisms targeting ethnic minority groups (or managed by other entities with significant impact);
2. Analyzes how ethnic minority communities currently access information and provide feedback to local government, as well as how these communities prefer to access information and provide feedback to GVN;
3. Analyzes perceptions of key governance priorities within ethnic minority communities; and
4. Identifies innovative ways of improving public outreach and feedback mechanisms to engage with ethnic minority communities.

Prior to conducting field research, the successful offeror will produce a work plan and establish research sites. Based on a desk review mapping ethnic minority groups in Vietnam, five sites will be selected to represent a range of economic and linguistic factors.

With work plan and research sites proposed, the successful offeror will conduct a consultation to ensure meaningful participation from key stakeholders. This focused roundtable will bring together representatives of relevant think tanks, ethnic minority social organizations, and the NA Ethnic Minority Council to gather input and feedback on the proposed research plan.

Qualitative and quantitative research will be implemented in select research sites, managed and overseen by the successful offeror within a three-month timeframe. Results of this research will be analyzed by the successful offeror, presented in English and Vietnamese as proposed findings.

The successful offeror will conduct a consultative roundtable to share research findings with key stakeholders, which will be developed into recommendations to strategically improve the supply of information to ethnic minority communities.

These recommendations will be documented, along with key findings, into the final report (Research Paper) to be launched and disseminated to stakeholders, including media. The Research Paper will enable subsequent public outreach efforts by GIG, GVN counterparts and stakeholders with ethnic minority communities. The research will additionally inform the development of monitoring tools and indicators to measure the impact of consequent public outreach and public education campaigns.

II.3. Deliverables

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

Deliverable No. 1: Research Work Plan

- A Research Work Plan in English and Vietnamese language will be provided to Chemonics prior to implementation of research. Chemonics may request revisions to this work plan. The Work plan will identify five priority research sites, time lines, research methodology, research tools, resource plan and report outlines. Following the completion of a Desk Review (Deliverable No. 2), the Work Plan will be revised by the successful offeror.

Deliverable No. 2: Desk Review

- An initial desk review report will be conducted which will inform the selection of five research sites and allocation of resources. The desk review will be conducted of relevant research in English and Vietnamese language, with the purpose of mapping ethnic minority groups in

Vietnam, language/s used, literacy levels, levels of poverty and social exclusion, geographic accessibility to the areas, and other relevant information.

- Based on this mapping, five sites will be selected. Of a total five sites, three of the sites should be within areas with the highest poverty and social exclusion levels, particularly those in the Central and North-Western Highlands. The remaining two sites should be selected from areas that have experienced greater economic growth, as well as higher levels of literacy or use of Vietnamese language.

The desk review will be presented as an English language report for GIG's review and approval. The report should include an executive summary, analysis findings, conclusion and recommendations for (a) research work plan, (b) areas of focus, (c) location of the research, and (d) agenda for the pre-research consultation meeting and potential participants/agencies to be involved. The report should be a total of no more than 20 pages (excluding annexes). Chemonics may request revisions to the desk review.

Deliverable No. 3: Pre-Research Consultation

The successful offeror will conduct a roundtable which will facilitate consultation between representatives of relevant think tanks, ethnic minority-led social organizations, the NA Ethnic Minority Council, and relevant representatives from research sites. The roundtable will gather feedback and recommendations on: selection of research sites; proposed research methodology; developing local support for conducting field research in selected sites. The purpose of this consultation is to provide guidance to the research implementer, consolidate support in ethnic minority communities, and ensure meaningful ethnic minority representation in the development and implementation of the research.

The successful offeror will develop a list of participants in consultation with Chemonics and the NA Ethnic Minority Council. No more than 50 participants should attend.

The successful offeror will produce a PowerPoint presentation in English and Vietnamese for the roundtable, and a report consolidating the feedback and recommendations of the roundtable of no more than ten pages, including an executive summary, overview and conclusion. This report, in English and Vietnamese, will support the successful offeror to make amendments to the research work plan, reflecting recommendations of key stakeholders.

The successful offeror will be required to produce all necessary materials and banners for the event. Prior to commissioning, the vendor will seek and receive Chemonics/GIG approval for all visual materials.

Deliverable No. 4: Field Research

Qualitative and quantitative research will be implemented in select research sites, managed and overseen by the successful offeror. A first phase of qualitative research will be conducted in order to establish a framework for developing specific questions within subsequent quantitative research. Qualitative and quantitative research will be undertaken in five selected sites within a three-month timeframe.

Execution of research may vary in each research site based on the language and research capacity of local interpreters and local research assistants. Overseen by the successful offeror, local research assistants may be utilized to lead focus groups or conduct one on one interviews in cases where adequate training can be provided. Where this is not feasible, local interpreters will be utilized to provide translation for research staff of the successful offeror.

Guidelines for key research objectives (including but not limited to):

- Research participants in each research site should reflect diversity in age, gender, community leadership roles, socio-economic status, backgrounds, language and literacy.
- Identify the systems, channels, or mechanisms currently in place by which:
 - (i) Ethnic Minority communities obtain information from/about local governance and social service delivery; and
 - (ii) Enable individuals or communities in Ethnic Minority groups to provide feedback to or request information from government officials or entities (e.g., via civil society organizations, mass organizations, community leaders, government officials) regarding local governance and social service delivery. Identify challenges encountered in this process of receiving and providing information, including language and literacy levels.
- Identify existing and preferred communications channels (e.g., public loudspeakers, local radio channels, smart phone internet, computer internet, mass media, local government officials and local actors, displays at communal houses or people's committee offices, etc.), specific products (media program or publication, visual materials, etc.), frequency for obtaining news and information, and language preferences across these various channels and products.
- Identify participant perceptions of local government entities as an information provider. What is the perceived role and responsibilities, what kind of information/requests are shared with these entities, in which language/s, what is the quality of access to this entity, and how could this service be improved?
- Explore existing and potential approaches to two-way communication between Ethnic Minority communities and local government, in order to gain local insight to preferences, innovative ideas and challenges to improving information sharing.
- Identify what governance information has been received/requested by participants in recent period (e.g., allocation of public resources, legal services and awareness, land rights, environmental issues, healthcare, access and aware of policy development and implementation, etc.). Explore preferences for kinds of information participants would like to receive, and provide feedback to government on.
- Identify and detail any opportunities participants have had observing and participating in the processes of local policy-making and access to public documents.

Deliverable No. 5: Research Paper

Based on field research, the successful offeror will produce the Research Paper in both English and Vietnamese language. The paper will contain an executive summary, introduction, methodology, analysis, summary, findings, and recommendations. The paper should be no more than 50 pages, excluding annexes.

The Research Paper will be presented at the Post-Research Consultation (Deliverable no. 6) for stakeholder inputs, and based on this feedback, will be revised. The Research Paper will be provided to Chemonics for review.

Deliverable No. 6: Post-Research Consultation

The successful offeror will conduct a roundtable which will present the Research Paper findings and recommendations to relevant think tanks, ethnic minority-led social organizations, the NA Ethnic

Minority Council, and relevant representatives from research sites. The roundtable will gather feedback and recommendations on these results. Based on research findings, participants will develop recommendations to strategically improve the supply of information to ethnic minority communities. The roundtable will further consolidate support among ethnic minority-led social organizations and key stakeholders to ensure the recommendations are carried forward into future programs and initiatives.

The successful offeror will develop a list of participants in consultation with Chemonics and the NA Ethnic Minority Council. No more than 50 participants should attend.

The successful offeror will produce a PowerPoint presentation in English and Vietnamese for the post-research roundtable, and consolidate the feedback and recommendations of the post-research roundtable into the finalized Research Paper report in English and Vietnamese, reflecting recommendations of these stakeholders. Chemonics may review and request revisions the final report.

The successful offeror will be required to produce all necessary materials and banners for the event. Prior to commissioning, the vendor will seek and receive Chemonics/GIG approval for all visual materials.

Deliverable No. 7: Dissemination of Research Paper

The research findings will be shared at a dissemination event with GVN counterparts, media and key stakeholders to develop recommendations that will enable subsequent public outreach efforts by GIG, GVN counterparts and stakeholders with ethnic minority communities. The research will additionally inform the development of monitoring tools and indicators to measure the impact of consequent campaigns.

The successful offeror will be required to produce all necessary materials and banners for the event. Prior to commissioning, the vendor will seek and receive Chemonics/GIG approval for all visual materials.

Deliverable No. 8: Research Materials: The successful offeror will provide Chemonics with copies of all research material in addition to the reports, including but not limited to: completed research questionnaires; audio recordings of all interviews and focus groups from research site visits; photographs; list of research participants/interviewees (including details of name, address, and telephone number if available); schedule of meetings/interviews/focus group discussions; and lists of roundtable participants from pre-research and post-research consultations.

II.4. Deliverables Schedule

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule:

Deliverable Number	Deliverable Name	Due Date
1	Desk Review	3 weeks after subcontract signing
2	Research Work Plan	4 weeks after subcontract signing
3	Pre-Research Consultation	5 weeks after subcontract signing
4	Field Research	6 weeks after subcontract signing
5	Research Paper	18 weeks after subcontract signing
6	Post-Research Consultation	20 weeks after subcontract signing
7	Dissemination of Research Paper	22 weeks after subcontract signing

8	Research Materials	22 weeks after subcontract signing
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*Deliverable numbers and names refer to those fully described in II.3 above.

Section III Firm Fixed Price Subcontract (Terms and Clauses)

FIXED PRICE SUBCONTRACT

(insert Subcontract Number here)

Between

CHEMONICS INTERNATIONAL INC.

(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)#: _____)

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:

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SECTION W.MISCELLANEOUS

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 International Inc.

For
{ Subcontractor’s name }

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

A.2. Scope of Work

content will be developed based on the successful Offeror's proposal and Section II of the RFP

A.3. Deliverables

content will be developed based on the successful Offeror's proposal and Section II of the RFP

A.4. Deliverables Schedule

content will be developed based on the successful Offeror's proposal and Section II of the RFP

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. . 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:

(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.

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, 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.

Section L. SET-OFF CLAUSE

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

Section 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

Section V. 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/comp/far/index.html> and <http://www.usaid.gov/policy/ads/300/aidar.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."

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 \$700,000]
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications (Oct 2010) [only if they exceed \$700,000]
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.

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
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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 W. 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.
- (f) 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.
- (g) 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.
- (h) 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.

[End of Subcontract]

Annex 1 Cover Letter

[Offeror: Insert date]

Noel Martinez
Operations, Grants, and Partnerships Director
USAID Governance for Inclusive Growth Program
Chemonics International Inc.
Procurement@VietnamGIG.com

Reference: Request for Proposals RFP 171_NA015

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

Dear Mr. Noel Martinez

[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	_____
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 60 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

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

**Design, Production and Distribution of Communication Materials for District Courts and Supreme Court
BUDGET**

**Offeror's Names
RFP TITLE
RFP #**

No.	Description	Quantity	Unit	Frequency	Unit	Cost per unit	Total
1	Design						
	Annual Report	1	pack	4	court	Rp 100	Rp 400
	Leaflet	1	ver	4	court	Rp 100	Rp 400
Sub Total							Rp -
							Rp 800
2	Production Cost						
2.1	Annual Report	500	exp	4	court	Rp 100	Rp200,000
2.2.	Leaflet	500	exp	8	court	Rp 100	Rp400,000
Sub Total							Rp 400,000
3	Distribution Management						
	PIC	1	pack	4	court	Rp 100	Rp 400
Sub Total							Rp -
							Rp 400
GRAND TOTAL							Rp 877,100

[Instructions: Remember to insert any specific cost guidance or requirements. Reference any applicable sections in the RFP that include cost instructions. For example, "taxesm sygc as customs duties or VAT, may not be included in the cost proposal"]

Annex 3 Required Certifications

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: _____