

**Annex 1      Cover Letter**

[Offeror: Insert date]

Roberto Münster  
Senior Operations Director, Europe & Eurasia  
Chemonics International Inc.  
ustprocurement@chemonics.com

Reference:      Request for Proposals RFP-UST-003

Lot:              [Offeror: Insert number and name of lot(s)]

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	_____
UEI Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

As required by section I.6, we confirm that our proposal, including the cost proposal will remain valid for 90 calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the 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 Blanket Purchase Agreement**

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the BPA(s) 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.

**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 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 line item. The cost proposal should provide the best estimate of the costs associated with each line item, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transportation, etc.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget that should follow the technical proposal period. A sample budget for each lot is shown on the following page. All items and services must be clearly labeled. The detailed budget must line items included for the respective lot. Offerors are free to include additional line items as part of their proposal and Chemonics is free to accept or reject any additional line items. **All cost information must be expressed in U.S. dollars, for objectivity in reasonableness determination and value assessment purposes, prices will be analyzed based on USG equivalent currency for payment shall be determined following award and negotiation.**

Step 4: Write Budget Narrative. The budget table shall be accompanied by written notes in MS Word or PDF that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable. 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.

**Lot 1 HEAT Training Sample Budget**

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

HEAT Training for USAID-funded Chemonics Projects in Ukraine  
Budget Proposal

Offeror's Name: \_\_\_\_\_

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

RFP # \_\_\_\_\_

**THE BELOW IS A SAMPLE AND SHOULD BE TAILORED TO OFFEROR'S PROPOSAL**

**Lot 1 HEAT Training Pricing Schedule**

<b>Line Item</b>	<b>Description and Requirements</b>	<b>Qty</b>	<b>Location</b>	<b>Price in USD</b>
1	Per person rate	1	Kyiv, Ukraine	
2	Full group rate (indicate maximum class size)	1	Kyiv, Ukraine	
3	Per person rate	1	<i>City, Country</i>	
4	Full group rate (indicate maximum class size)	1	<i>City, Country</i>	

**Lot 2 Security Services Sample Budget**

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

Security Services for USAID-funded Chemonics Projects in Ukraine  
Budget Proposal

Offeror's Name: \_\_\_\_\_

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

RFP # \_\_\_\_\_

**THE BELOW IS A SAMPLE AND SHOULD BE TAILORED TO OFFEROR'S PROPOSAL**

**Lot 2 Security Services Pricing Schedule**

<u>Line Item</u>	<u>Unit</u>	<u>Year 1 Rate</u>	<u>Year 2 Rate</u>	<u>Year 3 Rate</u>
<b>A. Professional Services</b>				
Senior Security/Risk Management Professional	Daily			
Security/Risk Management Professional	Daily			
Mobile Security Officer/Close Protection Officer	Daily			
Unarmed Driver	Daily			
<b>B. Personal Protective Equipment</b>				
Personal Protective Equipment	Set per day			
<b>A. Mobile Security Units</b>				
Soft-Skin 4X4 Vehicle with Unarmed Driver : low-profile, soft-skin vehicles, each with an Unarmed Driver	Daily			
Soft-skin 4X4 Mobile Security Unit: low-profile, soft-skin vehicles, each with an Unarmed Driver in addition to a Mobile Security Officer/Close Protection Officer	Daily			
Armoured Vehicle Mobile Security Unit: armoured vehicles compliant with B.6 standards, each with an Unarmed Driver in addition to a Mobile Security Officer/Close Protection Officer	Daily			
<b>B. Other Evacuation and Transportation Services</b>				
Informed Movements*				
Quick Reaction Force (QRF)*				
Incident and Information Notification Services*				

*\*Offerors should build these costs into fixed unit rates in lot 2.*

### Annex 3 Required Certifications

The Federal Acquisition Regulation mandates certain certifications that offerors are required to sign as part of a solicitation or request for 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.

*Pre-completed certifications.* For companies who work with the U.S. Government regularly, an online repository of these representations and certifications has been created by the Federal Government. This repository can be found in the System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov). Companies can choose to register their corporate information online which would reduce the paper copy submission (and related level effort) in submitting these certifications. If a firm is not registered with the SAM, then they would be required to fill out the applicable certifications listed below.

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

##### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

(a) The offeror certifies that—

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

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Applicant)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

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

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

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

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

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

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

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

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

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

### Certification Regarding Responsibility Matters (Apr 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
      - (1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:
        - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
        - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
      - (2) Examples.
        - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
        - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).



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

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

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

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

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

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

PLEASE SIGN AND RETURN

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

## EVIDENCE OF RESPONSIBILITY

### 1. Offeror Business Information

**Company Name:** Full Legal Name

**Address:** Address

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

### 2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

### 3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

#### 4. Ability to Comply

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

#### 5. Record of Performance, Integrity, and Business Ethics

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

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

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

#### 7. Equipment and Facilities

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

## 8. Eligibility to Receive Award

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

## 9. Commodity Procurement

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

## 10. Cognizant Auditor

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

## 11. Acceptability of Contract Terms

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

## 12. Recovery of Vacation, Holiday and Sick Pay

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

## 13. Organization of Firm

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

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

Name: \_\_\_\_\_

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

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

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

**PLEASE DELETE THE RED INSTRUCTIONS BEFORE SENDING TO THE SUBCONTRACTOR:**

*All (large, foreign, and small) subcontractors and vendors must complete this form as part of the subcontract or purchase order award. This form should be requested at the prime contract proposal stage or as part of the representations and certifications completed by offerors responding to a commodity/service solicitation. Self-certifications are required on a subcontract by subcontract basis, because business size depends on the NAICS code. The NAICS code refers to the type of industry that best describes work to be performed under the subcontract. Per FAR 19.703, Chemonics can rely on written self-certifications by potential subcontractors regarding their status as a small business, small disadvantaged business, women owned small business, veteran-owned small business, or service-disabled veteran-owned small business concerns. However, for HUBZone companies, the subcontractor liaison or the PMU must verify their status using the [Quick Guide on Verifying HUBZone Status](#) (requires DailyChem access).*

*Do not pre-fill any of the information except for the reference, project name and the primary NAICS code, if it's available.*

**Subcontractor Size Self-Certification Form**

**Reference Number:** [enter the funding agency's solicitation or contract number]

**Project Name:** [enter full name of project]

**Primary NAICS Code:** 541990

**Company Name:** Full legal name

**Address:** Street address

**City, State, Zip:** City, State Zip

**UEI Number:** [enter the [Unique Entity Identifier \(UEI number\)](#) here. Subcontractors must have a UEI number, unless exempted, as a part of receiving a subcontract with Chemonics.

**Contact Person:** Name, Title

**Contact Phone Number:** (555) 555-5555

**Type of Entity**

If you have difficulty ascertaining the business size status, please refer to SBA's website ([www.sba.gov/size](http://www.sba.gov/size)) or contact your local SBA office.

Small Business  Large Business  Nonprofit/Educational  Government  Non-US

If "Small Business" is checked above, and if applicable, please identify any additional small business designations under which the company qualifies. You may wish to review the definitions for the below categories in the Federal Acquisition Regulation 19.7 or 52.219-8 ([www.acquisition.gov/far/](http://www.acquisition.gov/far/)) to determine applicability.

Small Disadvantaged Business

HUBZone

Veteran Owned

8(a)

Woman Owned Small Business

Service Disabled Veteran Owned

Alaskan Native Corporation

Indian Tribe

By signature below, I hereby certify that the business type and designation indicated above is true and accurate as of the date of execution of this document, and I further understand that under 15 U.S.C. 645(d), any person who misrepresents a business' size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

\_\_\_\_\_  
Signature and Title (required)

\_\_\_\_\_  
Date

\*\*\*\*\*CHEMONICS INTERNAL USE ONLY\*\*\*\*\*

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of \_\_\_\_/\_\_\_\_/\_\_\_\_ conducted by: \_\_\_\_\_.

**52.222-56 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)**

The Offeror/Subcontractor Certifies that:

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;
- (2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
  - a. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
  - b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
  - c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
  - d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
  - e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.
- (4) After having conducted due diligence, either—
  - (i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,
  - (ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.**



**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION****Prime Contract****Insert Prime Contract Name****Insert Prime Contract Number/Task Order Number****Subcontractor Data****Insert Subcontractor Name****Insert Subcontractor AddressLine1****Insert Subcontractor AddressLine2****Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other****Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country****Subcontract Number: INSERT SUBCONTRACT NUMBER****Start Date: INSERT SUBCONTRACT START DATE****Subcontract Value: INSERT SUBCONTRACT VALUE**

A. In the previous tax year, was your company's gross income from all sources **under** \$300,000?

Yes  No

B. If "No", please provide the below information and answer the remaining questions.

(i) **Subcontractor DUNS/UEI Number: Insert DUNS/UEI on record**

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

Yes  No

(iii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS/UEI 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?:

Yes  No

(iv) Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?

Yes  No

(v) If you have indicated “Yes” for paragraph (ii) **and** “No” for paragraph (iii) and (iv) above, provide the names and total compensation\* of your five most highly compensated executives\*\* for the preceding completed fiscal year.

1. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

\_\_\_\_\_  
Signature and Title (required)

\_\_\_\_\_  
Date

- 
- 
- 

• \*“Total compensation” means the cash and noncash dollar value earned by the executive during the Subcontractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

•  
\*\*\*“Executive” means officers, managing partners, or any other employees in management positions.

## **Annex 4 UEI and SAM Registration Guidance**

### **What is UEI?**

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

### **Why am I being requested to obtain a UEI 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 UEI numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding UEI number.

### **Is there a charge for obtaining a UEI number?**

No. Obtaining a UEI 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 UEI number?**

UEI numbers can be obtained online at SAM.gov.

### **What information will I need to obtain a UEI number?**

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

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

### **How long does it take to obtain a UEI number?**

The UEI number is issued immediately upon completion of the request process.

### **Are there exemptions to the UEI number requirement?**

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

### **What is CCR/SAM?**

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

### **When should I register in SAM?**

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

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

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

### **Why should I register in SAM?**

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

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the UEI 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 UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

### **What benefits do I receive from registering in SAM?**

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

### **How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.sam.gov/SAM/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](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 UEI 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, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

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

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

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

\* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. \* Electronic Data Interchange (EDI) Information\* - Includes, but is not limited to, the EDI point of contact and his or

her telephone, e-mail, and physical address. (\*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

**Annex 5 FURs Detailed Budget Sample**

Please reference the attached FURs detailed budget sample. Offerors may adapt this template to present costs as requested in the RFP.

**Annex 6 Example Blanket Purchase Agreement (BPA) and Example BPA Purchase Order (PO)**

The below BPA and PO templates are provided for illustrative purposes only, and reflect the standard language typically used by Chemonics when procuring services for USAID-funded projects. The provision of these templates for Offerors' reference does not obligate Chemonics to issue either BPA(s) or PO(s) in this format. Chemonics reserves the right to make amendments to the below templates upon award and at its discretion, if such an action is deemed to be in the best interest of Chemonics or its client. The specifics of both the BPA(s) and PO(s) will be determined in coordination with the successful Offeror(s) upon award.



**BLANKET PURCHASE AGREEMENT FOR SERVICES No. [enter BPA #]**

**Between**

**Chemonics International Inc.**

**Hereinafter referred to as Contractor or Chemonics**

[project name, enter address, city, state]

[if Chemonics is registered in country as a separate entity, review the registration materials to confirm the type of registration and if the local entity name should be listed. If so, change to the local entity name throughout the document accordingly.]

**And**

**[enter Vendor name]**

[enter Vendor's address and ID number]

**For**

**[enter project name] Project**

USAID Prime Contract No. [enter prime contract number]

**Effective Date:** [enter date]

Chemonics International Inc. (“Chemonics”) and [enter Vendor name] (“Vendor”) hereby agree and enter into this Blanket Purchase Agreement (BPA). This agreement establishes the pricing, terms, and conditions for the as-needed purchases of [enter brief description of services].

The Vendor agrees to perform all the services identified in any purchase orders issued under this BPA. The rights and obligations of the parties for any purchase orders issued under this BPA shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

The parties to this agreement hereby indicate their acceptance of the terms and conditions set forth in this document with the signatures of their authorized representatives shown below.

For Chemonics International Inc.: \_\_\_\_\_ For [enter Vendor name]:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

| Date

Date

## TERMS AND CONDITIONS

### Section 1. Background and Purpose

The [enter project name] Project is a USAID program implemented by Chemonics International in [enter cooperating country name]. The goal of the [enter project name] is to [enter brief description of project objectives]. As part of project activities, the [enter project name] requires the periodic purchase of [enter brief description of services] to [enter details on why the services are being procured].

The primary purpose of this BPA is to establish pricing, terms, and conditions for the purchase of [enter brief description of services]. Chemonics may issue specific purchase orders—on an as-needed basis—utilizing the pricing established in this BPA. The Vendor shall furnish the services described in any purchase orders issued by Chemonics under this BPA. Chemonics is only obligated to pay for services ordered through purchase orders issued under this BPA and delivered by the Vendor in accordance with the terms and conditions of this BPA.

### Section 2. Period of Agreement

This BPA shall be in effect from the effective date on the cover page through [enter end date].

Unless otherwise stated, all references to “days” in this BPA and any related purchase order means calendar days.

### Section 3. Pricing

Prices have been predetermined between Chemonics and the Vendor for the purchase of [enter brief description of services]. The table below details the items that may be ordered through purchase orders under this BPA. Purchase orders will be priced based on this per-unit pricing described in this table, based on the quantity ordered.

**[THIS TABLE MUST BE EDITED - THE INFO BELOW IS AN EXAMPLE; TAILOR AS NEEDED AND USE LOCAL CURRENCY]**

<b><u>SAMPLE REQUEST FOR QUOTES ONLY</u></b>					
<b><u>SAMPLE REQUEST FOR QUOTES ONLY</u></b>	<b><u>Description and Scope of Service</u></b>	<b><u>Qty</u></b>	<b><u>Turnaround time (calendar days)</u></b>	<b><u>Unit Price per word MZN</u></b>	<b><u>Total Price per word MZN</u></b>
	<u>Translation from English to Portuguese – standard processing</u>				
	<u>Translation from English to Portuguese – expedited processing</u>				
	<u>Translation from Portuguese to English – expedited processing</u>				
	<u>Translation from Portuguese to English – standard processing</u>				
	<u>VAT (17%)</u>				
	<u>Grant total in MZN:</u>				

Delivery may be via e-mail or by phone as requested by (insert the name, position title, contact phone number and e-mail address). All deliveries shall be made by the Vendor to the following address:

[enter project name] Project  
Attention: [enter contact name]  
[enter project address]  
[enter telephone number]

#### **Section 4. Extent of Obligation**

Chemonics reserves the right to select single or multiple items from the table in Section 3 (“Pricing”), at any quantity. This is a BPA only, and in no way obligates Chemonics to issue any purchase orders or make any payments under this BPA. Chemonics is obligated only to the extent of authorized purchase orders issued under this BPA.

#### **Section 5. Purchase Orders**

Purchases may only be made by Chemonics via written purchase order authorized by the individuals listed in Section 7 below. The purchase order will include the BPA number and require the signature of an authorized [enter project name] representative. Each individual purchase order will designate the types and quantities of commodities/services ordered, based on the per-unit pricing in Section 3.

A purchase order (PO), when properly completed and signed by Chemonics, is the only ordering form which will be recognized by [enter project name] and will constitute the fixed-price subcontract, payable entirely in the currency identified on the PO following delivery and acceptance. The Vendor shall deliver the deliverables and services set forth in each purchase order in accordance with the terms/conditions of this BPA and the schedule stipulated in the individual purchase order.

Any purchase order issued under this BPA shall be governed by the terms and conditions of this BPA.

#### **Section 6. Purchase Order Limitation**

No individual purchase order issued under this BPA shall exceed \$250,000.

#### **Section 7. Authorized Individuals and Administration Office**

The following individuals are authorized to issue purchase orders under this BPA:

- [enter project staff name(s) and title(s) -- MUST HAVE DOAs in order to be listed here]

The office for administration of this BPA is:

[enter project name] Project  
Attention: [enter contact name]  
[enter project address]  
[enter telephone number]

#### **Section 8. Invoicing and Payment**

For payment of any invoice resulting from a purchase order issued under this BPA, the Vendor shall submit the original invoice to Chemonics for payment. The invoice shall include the following information:

- a) Name and address of the Vendor
- b) Invoice date
- c) Purchase order number
- d) BPA number
- e) Deliverables and services delivered and accepted
- f) Total payment amount due
- g) Bank account information for payment

The Vendor's invoice will be paid by Chemonics within thirty (30) days of (a) Chemonics' receipt and acceptance of the commodities or services from the purchase order and (b) Chemonics' receipt of the Vendor's invoice. Payment will be made in [enter currency] via check or wire transfer

Payments will not be issued to third parties. Payments will only be issued to the Vendor identified in this BPA.

### **Section 9. Inspection and Acceptance**

The Vendor shall only tender for acceptance those deliverables and/or services that conform to the requirements of this BPA and any purchase order issued under this BPA. Chemonics reserves the right to inspect or test any services that have been tendered for acceptance. Chemonics may require re-performance of nonconforming services at no increase in purchase order price. If re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

### **Section 10. Cooperating Country Taxes and Duties**

This subcontract is entered into by Chemonics on behalf of the [enter project name] Project, an official program of the Government of the United States in [enter country name].

[select the correct option]

OPTION 1: If taxes/VAT/etc. are NOT reimbursable under the USAID prime contract:

As such, this subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in [enter country name]. The Vendor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this USAID program is exempt. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Vendor by Chemonics. The Vendor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its subcontractors/Vendors at any tier.

**OR**

OPTION 2: If taxes/VAT/etc. are reimbursable under the USAID prime contract:

The agreement under which this subcontract is financed is not exempt from the payment of taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, this subcontract pricing includes all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.

**OR**

OPTION 3: If taxes/VAT/etc. are reimbursable and the project seeks reimbursement directly: In accordance with the agreement under which this subcontract is financed, Chemonics will be reimbursed by the Cooperating Country government for taxes imposed on Vendors and subcontractors. Therefore, this subcontract pricing includes all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country. The Vendor shall provide to Chemonics the documentation necessary to obtain tax reimbursement.

This paragraph remains in this clause, regardless of which option is selected above:

The Vendor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Vendor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

**Section 11. Eligibility of Commodities and Vendors**

The Vendor shall adhere to the following in carrying out any purchase orders issued under this BPA:

- a. All services or commodities supplied under any PO resulting from this BPA must comply with the authorized **USAID Geographic Code** [enter authorized geo code] in accordance with 22 CFR 228 (“Rules for Procurement of Commodities and Services Financed by USAID” available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title22-vol1/pdf/CFR-2017-title22-vol1-part228.pdf>), unless otherwise indicated in writing by Chemonics. The cooperating country for this BPA is [enter cooperating country name].
- b. No services or commodities made in—or containing a component made in—Cuba, Iran, North Korea, or Syria may be supplied.
- c. The Vendor must be an organization incorporated or legally organized under the laws of—or (if an individual) a citizen or legal resident of—a country in the above-identified USAID Geographic Code. The Vendor must also meet the nationality requirements of 22 CFR 228.
- d. No commodities or services shall be eligible for payment under any PO resulting from this BPA if provided by a vendor included on any list of suspended, debarred, or ineligible entities used by USAID or the United States Government.

**Section 12. Governing Law and Resolution of Disputes**

- A. *Governing Law.* This BPA and any purchase order issued under this BPA, including any disputes related thereto, shall be governed by the laws of the District of Columbia.
- B. *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 BPA (“Dispute”).
  - (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 (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 a Senior Vice President, or a person at a higher level of authority. For Vendor, such designee shall be an authorized negotiator. 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 BPA, 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.

C. *Obligation to perform work.* Vendor shall diligently proceed with the performance of work pending final resolution of any Dispute.

D. The Vendor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this BPA or any purchase order issued under this BPA.

### **Section 13. Indemnity**

Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (the “Indemnified Party”), on a several basis and to the fullest extent permitted by applicable law, from and against any and all liabilities, fines, costs, expenses (including reasonable attorneys’ fees), damages and losses incurred by the Indemnified Party as a result of any claims (including claims for death, injury and damages) or demands (hereinafter “Claims) brought or made against the Indemnified Party by any third parties as a result of any grossly negligent acts or omissions of the Indemnifying Party or any of their respective employees, agents or subcontractors in the performance of the Indemnifying Party’s responsibilities under this BPA or any purchase order issued under this BPA.

Chemonics’s entire liability for claims arising from or related to this BPA will in no event exceed the purchase order value in dispute. neither the vendor nor Chemonics will have any liability arising from or related to this BPA or any purchase order issued under this BPA for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

### **Section 14. 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 BPA and any purchase order issued under this BPA, will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that Vendor or its employees may be the author of the intellectual property. All

documents relating to the intellectual property or otherwise connected with this BPA and any purchase order issued under this BPA, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the BPA or any purchase order issued under this BPA. Vendor 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 15. Proprietary and Confidential Information**

The Vendor acknowledges that, in performing this BPA or any purchase orders issued under this BPA, Chemonics may be required to make available to Vendor certain information deemed to be Proprietary and Confidential information (“Proprietary Information”). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Vendor agrees to safeguard and hold in strictest confidence all Proprietary Information.

Vendor hereto agrees not to disclose such Proprietary Information to unauthorized parties. Receiving party shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this BPA or any purchase orders under this BPA. Each Party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this BPA. Except as required in the performance of this BPA, neither this BPA nor the furnishing of any information hereunder by Chemonics shall grant Vendor, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this clause shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Vendor shall return all Proprietary Information to Chemonics upon its request or upon termination of this BPA or any purchase orders issued under this BPA, whichever occurs first. Vendor shall have the right to retain an index of the Proprietary Information for its internal records, subject to Vendor’s continued compliance with the restrictions and obligations set forth in this section. This section shall survive termination of this BPA.

### **Section 16. Termination**

Chemonics reserves the unilateral right to terminate this BPA or any purchase order issued under this BPA at any time, paying for all deliverables completed and/or services provided at the time of termination and a pro-rata share of any deliverable in progress, in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) Clause 52.249-1, “Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984)”, which is hereby incorporated by reference. The full text is available at [https://www.acquisition.gov/far/part-52#FAR\\_52\\_249\\_1](https://www.acquisition.gov/far/part-52#FAR_52_249_1).

Chemonics may terminate this BPA, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any BPA or purchase order terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Vendor for any amount for services not accepted, and the Vendor shall be liable to Chemonics for any and all rights and remedies provided by



law. If it is determined that Chemonics improperly terminated this BPA or any purchase order issued under this BPA for default, such termination shall be deemed a termination for convenience.

### **Section 17. Changes**

The Parties may jointly make changes within the general scope of this BPA. However, no amendment or modification of any provision of this BPA shall be valid unless the same shall be in writing and signed by all parties to the Agreement.

### **Section 18. Excusable Delays**

The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

### **Section 19. Anti-Kickback**

#### **(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 [enter project name] project office or any of its employees, the Vendor or Vendor employees, or vendors in any way related to the performance or subsequent activities of this BPA, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this BPA.
- Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- Vendor employee, as used in this clause, means any officer, partner, employee, or agent of the Vendor.

**(b) The Vendor and its employees, whether directly or indirectly engaged in the performance of this BPA, 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 Vendor to Chemonics.**

When the Vendor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Vendor 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, as required.

The Vendor 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 any orders issued pursuant to this BPA or order the monies withheld from future payments due the Vendor.

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

## **Section 20. 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 BPA, the Vendor 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,
  - (i) To any official or employee of any foreign government, state-owned enterprise, or international organization,
  - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
  - (iii) 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:
    - (i) Submitting for payment or reimbursement a claim known to be false or fraudulent
    - (ii) 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).
    - (iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.
    - (iv) 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 BPA, Chemonics considers non-compliance with this Section to be a material breach of this BPA and reserves the right to terminate this BPA, upon written notice, if it determines in its sole discretion that the Vendor is in breach of this Section.

## **Section 21. Terrorist Financing Prohibition**

The Vendor (including its employees, consultants and agents) by entering into this BPA certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Vendor 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 Vendor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all contracts issued by the Vendor under any purchase order issued under this BPA.

## **Section 22. Combating Trafficking in Persons**

(a) *Definitions.* For the purposes of this article, the definitions of “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “involuntary servitude,” “severe forms of trafficking in persons,” and “sex trafficking” can be found in the full text of the Federal Acquisition Regulation (FAR) clause entitled “52.222-50, Combating Trafficking in Persons” found at [https://www.acquisition.gov/far/part-52#FAR 52 222 50](https://www.acquisition.gov/far/part-52#FAR_52_222_50)

(b) *Policy.* The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. The Vendor and its employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the Agreement;
- (2) Procure commercial sex acts during the period of performance of the Agreement; or
- (3) Use forced labor in the performance of the Agreement.

(c) *Vendor requirements.* The Vendor shall—

- (1) Notify its employees of—
  - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the Agreement, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Vendor shall inform Chemonics immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Vendor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Vendor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the U.S. Government, the Vendor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Vendor to remove a Vendor employee or employees from the performance of the Agreement;
- (2) Requiring the Vendor to terminate a subcontract;
- (3) Suspension of Agreement-related payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Vendor non-compliance;

(5) Termination of the Agreement for default or cause, in accordance with the termination clause of this Agreement; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Vendor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* Chemonics may consider whether the Vendor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/>.

### **Section 23. Restrictions on Certain Foreign Purchases (FAR 52.225-13)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the U.S. Department of the Treasury, the Vendor shall not acquire, for use in the performance of any services under this Agreement, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable>. It is the Vendor'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 <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(c) The Vendor shall insert this clause, including this paragraph (c), in all subcontracts.

### **Section 24. Compliance with U.S. Export Laws**

Vendor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to Chemonics' prior approval for all exports or imports under the BPA, Vendor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services.

Vendor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Vendor agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Vendor's non-compliance with this provision.

### **Section 25. Anti-Boycott Compliance**

It is the policy of Chemonics International to comply fully with all U.S. export control laws, including the Export Administration Regulations (EAR) anti-boycott provisions, 15 CFR Part 760 [and Ribicoff Amendment to the 1976 Tax Reform Act (TRA)], which encourage, and in specified cases, require U.S. firms to refuse to participate in foreign boycotts that the United States does not sanction, and encompass adherence to applicable reporting requirements. Conduct that may be penalized under the regulations includes:

- Agreements to refuse or actual refusal to do business with or in Israel or with blacklisted companies.
- Agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin or nationality.
- Agreements to furnish or actual furnishing of information about business relationships with or in Israel or with blacklisted companies.
- Agreements to furnish or actual furnishing of information about the race, religion, sex, or national origin of another person.

The Vendor and its owners, directors, officers, employees, or agents thereof, agrees that it shall not engage in such conduct or enter agreements to that effect.

The Vendor shall report to Chemonics when any such requests related to the work of this BPA 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 Internal Revenue Service.

### **Section 26. Set-Off Clause**

Chemonics reserves the right to set-off against amounts payable to Vendor under this BPA or any purchase order issued under this BPA or any other agreement the amount of any claim or refunds Chemonics may have against Vendor.

### **Section 27. Assignment and Delegation**

This BPA agreement and purchase orders issued under this BPA may not be assigned or delegated, in whole or in part, by the Vendor without the written consent of Chemonics. Absent such consent, any assignment is void.

### **Section 28. Compliance with Applicable Laws and Standards**

The Vendor shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the cooperating country and its political subdivisions and with the standards of relevant licensing boards and professional associations.

### **Section 29. Vendor Performance Standards**

Vendor agrees to provide the services as listed in any purchase order in accordance with the requirements set forth in this BPA. Vendor undertakes to perform the services there under in accordance with the highest standards of professional and ethical competence and integrity in Vendor's industry and to ensure that employees assigned to perform any services under this BPA will conduct themselves in a manner consistent therewith. The services will be rendered by Vendor: (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. Vendor shall provide the services of qualified personnel through all stages of this BPA. Vendor shall perform the services as an independent subcontractor with the general guidance of Chemonics. Vendor's employees shall not act as agents or employees of Chemonics. Vendor 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.

### **Section 30. Worker's Compensation Insurance**

If the purchase order issued under this BPA involves performance of services outside of the United States, then before commencing performance under the purchase order the Vendor shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Vendor's employee is performing services.

### **Section 31. Miscellaneous**

- (a) No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this BPA or in any purchase orders issued hereunder shall affect, or be used to interpret, change, or restrict the express terms and provisions of this BPA or individual purchase orders. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this BPA 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 BPA 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 BPA 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 BPA.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this BPA 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 BPA shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this BPA are for convenience only and shall not affect the meaning or interpretation of this BPA 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 BPA 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.

### **Section 32. Representations and Certifications**

Any representations and certifications submitted resulting in award of this Agreement are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Agreement with the same force and effect as if they were incorporated by full text. By signing this Agreement, the Vendor hereby certifies that as of the time of award of this Agreement: (1) the Vendor, including its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress on its behalf in connection with awarding the contract or this Agreement; and (3) no changes have occurred to any other representations and certifications made by the Vendor resulting in award of this Agreement. The Vendor agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this Agreement to any representations and certifications submitted by the Vendor.

### **Section 33. Clauses Incorporated by Reference**

This BPA includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation. This BPA incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browsefar>. It is understood and agreed that the Vendor may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Vendor". The Vendor hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Vendor."

<b><u>FAR Clause Number</u></b>	<b><u>FAR Clause Title</u></b>
<u>52.222-50</u>	<u>Combating Trafficking in Persons (Nov 2021)</u>
<u>52.225-13</u>	<u>Restrictions on Certain Foreign Purchases (Feb 2021)</u>
<u>52.225-14</u>	<u>Inconsistency Between English Version and Translation of Contract (Feb 2000)</u>



**BPA PURCHASE ORDER****PURCHASE ORDER FOR SERVICES****Vendor:**

**Insert Vendor's name**  
**Attention: Insert POC Name**  
**Insert address**  
**Insert City and Country**

**Purchase Order Number: Insert PO number**  
**Under BPA number: Insert BPA number**

**Period of Performance: Insert start and end date**

**UEI number: Insert DUNS/UEI number**

**Buyer:**

**Chemonics International Inc. ("Chemonics")**  
**[or Locally Registered Entity Name]**  
**Attention: Name of Proc Agent**  
**Insert address**  
**Insert City and Country**

**Bill To:**

**Chemonics International Inc. ("Chemonics")**  
**[or Locally Registered Entity Name]**  
**Attention: Name of Proc Agent**  
**Insert address**  
**Insert City and Country**

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Unit Price</u> (Specify Currency)
1	Translation from English to Portuguese – standard processing	Word	350	MZM 0.5	175.00

**Total Purchase Order Amount (Specify Currency):**

**Additional Notes:**

- This purchase order is issued by **Chemonics International Inc. ("Chemonics") [OR LOCALLY REGISTERED ENTITY NAME]** on behalf of the **Insert project name** Project, USAID Contract No **Insert prime contract number**. This project is being implemented by Chemonics in the Cooperating Country of **Insert country name**.
- This purchase order (PO) is issued under Blanket Purchase Agreement (BPA) No. **(Insert BPA Number)** with **Insert Vendor Name**. **All terms and conditions from BPA No. (Insert BPA Number) apply to this purchase order**. This purchase order, when properly completed and signed by a Chemonics authorized staff member, will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Vendor in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics.

**Chemonics Authorization of Purchase Order:**

Name:  
 Title:  
 Date:  
 Signature: \_\_\_\_\_

**Vendor Acceptance of Purchase Order:**

Name:  
 Title:  
 Date:  
 Signature: \_\_\_\_\_



If the total value of the PO is \$30,000 or more then the Vendor must fill out the **Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification** and the certification must be attached to the PO.