



**Climate Finance for Development Accelerator  
Request for Proposals No. 2023-0009-RFP**

**For the Provision of a  
Climate Finance for Cities and Nature in Latin America  
and the Caribbean Activity (LAC Cities & Nature)  
Landscape Analysis of Financing Approaches**

Contracting Entity:  
Chemonics International Inc.  
1275 New Jersey Avenue SE Suite 200  
Washington, DC 20003-5115

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

Funded under:  
Climate Finance for Development Accelerator (CFDA)

Prime Contract Number 7200AA22C00044

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

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

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

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

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

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

Please contact Anne Spahr at [aspahr@chemonics.com](mailto:aspahr@chemonics.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at [BusinessConduct@chemonics.com](mailto:BusinessConduct@chemonics.com) or by phone at 888.955.6881.

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**List of Acronyms**

AIDAR	Agency for International Development (USAID) Acquisition Regulation
CFDA	Climate Finance for Development Accelerator (CFDA)
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
DFC	Development Finance Corporation
DBA	Defense Base Act
FAR	Federal Acquisition Regulations
LAC	Latin America and the Caribbean region
LAC Cities & Nature	Climate Finance for Cities and Nature in Latin America and the Caribbean Activity
MEDEVAC	Medical Evacuation
POC	Point of Contact
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development
USG	U.S. Government
VAT	Value Added Tax

## **Section I. Instructions to Offerors**

### **I.1 Introduction**

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Climate Finance for Development Accelerator (CFDA), under contract number 7200AA22C00044 is soliciting offers from companies and organizations to submit proposals to conduct a landscape analysis of financing approaches linking nature-based solutions to improved urban and climate resilience under the Climate Finance for Cities and Nature in Latin America and the Caribbean Activity (LAC Cities & Nature).

The Climate Finance for Development Accelerator (CFDA) externally provides on-demand support services and technical assistance for USAID Missions, Bureaus, and Independent Offices across a wide array of climate finance issues. Jointly managed by multiple USAID Offices within the Bureau for Development, Democracy, and Innovation (DDI) and the Bureau for Resilience and Food Security (RFS), CFDA is designed to help to dramatically and rapidly mobilize finance to address climate change adaptation and climate change mitigation in developing countries. CFDA intends to use public resources to stimulate, leverage, and mobilize private sector financing and actions which support an equitable green recovery and promote climate-resilient growth. CFDA is designed to mobilize \$2.5 billion in public and private climate investments by 2030 and will fund a range of climate change mitigation and climate change adaptation activities focused on scaling up the transition to an equitable and resilient net-zero economy.

The Climate Finance for Cities and Nature in Latin America and the Caribbean Activity (LAC Cities & Nature) is a buy-in under CFDA that supports its three objectives. The purpose of LAC Cities & Nature is to conduct an analysis to identify financing models that have – or have the potential to – achieve the following two key synergistic outcomes in Latin America and the Caribbean (LAC):

- Reduced GHG emissions and/or increased carbon sinks in tropical forests, paramos, mangroves, or other high carbon ecosystems, in and around cities; and
- Improved climate adaptation and resilience, including disaster risk reduction, of urban centers through the provision of key ecosystem services such as water, temperature regulation, and flood protection.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the subcontract. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by **Section II** and Chemonics subcontract terms and conditions.

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

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

### **I.2 Chronological List of Proposal Events**

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

RFP Issuance Date	September 8, 2023
Deadline for written questions	September 15, 2023
Deadline for CFDA to provide answers to questions	September 22, 2023
Proposal due date	October 13, 2023
Subcontract award (estimated)	October 27, 2023

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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted through the [Airtable Solicitation Question Submission Form](#) no later than **September 15, 2023 at 11:59pm Eastern Daylight Time (EDT)**. Questions and requests for clarification, and the responses thereto, will be shared via the Climate Finance Investment Network (CFIN) on September 22, 2023. It is the responsibility of offerors to check for answers to questions, as Chemonics will not provide individual responses.

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

**Proposal Submission Date.** All proposals must be received by **October 13, 2023 at 11:59pm EDT** and complying with the instructions as provided in Section I.3.

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

### **I.3 Offer Submission Requirements**

Offerors shall submit their offers electronically via the [LAC Cities & Nature Landscape Analysis of Financing Approaches Submission Portal](#).

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Separate technical and cost proposals must be submitted by email no later than the time and date specified in Section I.2.

The Offeror must submit the proposal electronically through the above link (10 MB limit per attached file) with MS Excel, readable format, or Adobe Portable Document (PDF) compatible format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format or signed using e-signatures. The following file naming convention must be used for each file uploaded: *[Name of Organization]-[Proposal Section]-2023-0009-RFP*.

Technical proposals must not make reference to pricing data.

### **I.4 Eligibility Requirements**

To be determined responsive, an offer must include all of documents and sections included in Section I.7.

Chemonics anticipates issuing a subcontract to one US or international organization provided it is legally registered and recognized under the laws of the country where it is headquartered and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit organization, civil society organization, or private university.

The awards will be in the form of a firm fixed price subcontract (hereinafter referred to as “the subcontract.” The successful Offerors shall be required to adhere to the statement of work and terms and conditions of the subcontract, which will be provided to the successful offeror upon award.

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

1. Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country where it is headquartered upon award of the subcontract.
2. Firms operated as commercial companies or other organizations or enterprises (including non-profit organizations) in which foreign governments or their agents or agencies have a controlling interest **are not eligible** as suppliers of commodities and services.
3. Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a subcontract valued at or above USD\$30,000.

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

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

- a. Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating countries for this RFP are those identified in the scope of work under Section II.2 below.

- b. Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).
- c. No computer or telecommunications hardware or software should be procured through this subcontract. If an offeror proposes procurement of such technology under the subcontract, any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua

Technology Company will not be accepted. If quotes include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.

**I.6 Validity Period**

Offerors’ proposals must remain valid for 60 calendar days after the proposal deadline.

**I.7 Instructions for the Preparation of the Proposal**

**A. Cover Letter**

The offeror shall use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

**B. Technical Proposal**

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

Offerors must prepare and submit a technical proposal presented in English in a slide deck format with a maximum number of 20 slides with at least 10-point size font. The technical proposal shall respond to and include the following:

*Corporate Capabilities, Experience, and Past Performance*

- A description of the company and/or organization, with appropriate reference to any parent company and subsidiaries
- Details demonstrating the offeror’s experience, technical ability, and recognized leadership in supporting, developing, and conducting relevant financial landscape analyses in support of climate finance, urban adaptation/resilience, nature-based solutions, and climate mitigation/carbon sequestration especially in Latin America and the Caribbean.
- Three past performance references of similar work implemented within the past three years that best illustrate experience relevant to this RFP or similar activities. These references should include contact information (name, email, and phone number of point of contact and name and address of the company/donor). See the example below.

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

Chemonics reserves the right to contact provided references to verify and, if applicable, request further information. Chemonics reserves the right to obtain past performance information from sources other

than those identified by the offeror. Chemonics shall determine the relevance of similar past performance information.

#### *Technical Approach*

- Demonstration of the offeror's understanding of the challenges of natural ecosystems in LAC with an emphasis on tropical forests, paramos, mangroves, and other large carbon sinks, and the importance/connection of those natural ecosystems for climate mitigation and urban climate adaptation and resilience.
- Demonstration of the offeror's understanding of models and approaches for financing nature-based solutions of tropical forests, paramos, mangroves, or other high carbon ecosystems and their impact on reducing greenhouse gas emissions and/or increasing carbon sinks.
- Demonstration of the offeror's knowledge of both private and public financing approaches for climate resilience (e.g., water funds, green/climate bonds, event-based insurance, regional resilience trust funds, etc.)
- Proposed approach to identify and document proven structures and approaches for financing nature-based solutions (i.e., payment for ecosystem services, conservation trust funds, project finance for permanence, carbon finance, etc.) of critical landscapes (i.e., tropical forests, paramos, mangroves) in the LAC region that are directly relevant to improving urban climate resilience.
- Proposed approach to identify regulatory, policy, or other enabling environment factors and bottlenecks that affect effective financing strategies.
- Social inclusion strategy that demonstrates how financial models and approaches do/do not promote effective and efficient participation (and benefit sharing) of women, local peoples, and communities – both urban and rural – in LAC.

#### *Management Approach and Key Personnel*

- Detailed description of the proposed management approach
- Staffing plan in a table or narrative that details roles and responsibilities, level of effort, and reporting structures.
- Presentation of up to three qualified key personnel positions
  - CVs (maximum of 2 pages each) for key personnel in an annex to the technical proposal (not included within the slide deck and will not count against the page limit). Do not include photographs/headshots along with CVs. At least one key personnel must have at least advanced professional proficiency in Spanish.
- A project plan including timeline, key milestones, and anticipated deliverables.

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

### **C. Cost Proposal**

CFDA anticipates awarding one subcontract of up to USD\$500,000. The final amount will be dependent upon the activities proposed and final negotiation and may be lower or higher than that value. The duration of any award under this solicitation is expected to be no more than two years.

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



The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs may be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items as well as a budget narrative.

To do this, Offerors must use the Microsoft Excel cost/budget template included in Annex 2. Please refer to Annex 2 for detailed instructions and the detailed budget format required. Offerors should include the cost for deliverables Section II.5 Schedule of Deliverables.

The tables in the Microsoft Excel Spreadsheet (Annex 2) contain the list of services that may be ordered under this RFP. Offerors are requested to complete these tables and provide a signed/stamped version that is submitted separately from the technical proposal. The per-unit price list detailed within the RFP will consist of all-inclusive fixed prices. No profit, fees, taxes, or additional costs can be added to these units after award. Prices shall be inclusive of:

- Salary cost or consulting fee of the individual(s) providing the services
- Payroll costs (e.g., fringe benefits, social insurance, bank fees)
- Indirect costs applicable to labor (e.g., corporate overhead or management/administrative fee)
- Indirect costs applicable to non-labor costs (e.g. corporate overhead or management/administrative fee applied to other direct costs/materials);
- Materials costs for completion of the activity for example: desk research (e.g., printing, stationary, refreshments for focus group, recording aids, projectors, computers, phones, communications equipment etc.);
- Defense Based Act Insurance (DBA) requirements;
- Travel costs for personnel and any support personnel involved in the activity;
- Supervision and training costs;
- Costs associated with the preparation of deliverables
- Translation costs;
- Value Added Taxes or other taxes
- Foreign exchange and wire transfer costs
- Reasonable profit or fee, if any.

Software and hardware costs should not be included in the costs above.

All cost information must be expressed in USD. Offerors are required to provide a narrative in PDF that accompanies the Excel budget that further elaborates the assumptions behind each unit cost. Specifically, the budget narrative should include an explanation of the buildup of each proposed deliverable price, and a cost breakdown of the daily rates for proposed personnel. Please refer to Annex 2 for detailed instructions and the detailed budget format required.

## **I.8 Evaluation and Basis for Award**

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the CFDA project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Evaluation points will not be awarded for cost, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than, cost

factors. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

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

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>Corporate Capabilities, Experience, and Past Performance</b>	
Company Background and Experience – Chemonics will evaluate whether the company experience, technical ability, and recognized leadership in supporting, developing, and conducting relevant financial landscape analyses in support of climate finance, urban adaptation/resilience, nature-based solutions, and climate mitigation/carbon sequestration is relevant to the project scope of work.	10 points
Past performance – Chemonics will assess the offerors past performance on awards of similar size and scope	10 points
<b>Total Points – Corporate Capabilities, Experience, and Past Performance</b>	20 points
<b>Technical Approach</b>	
Chemonics will assess the offeror’s understanding of models and approaches for financing nature-based solutions of tropical forests, paramos, mangroves, or other high carbon ecosystems and their impact on reducing greenhouse gas emissions and/or increasing carbon sinks and the offeror’s knowledge of both private and public financing approaches for climate resilience (e.g., water funds, green/climate bonds, event-based insurance, regional resilience trust funds, etc.).	5 points
Chemonics will assess the offeror’s understanding of the connection between natural ecosystems in Latin America and the Caribbean and urban adaptation/resilience, climate mitigation, and other ecosystem service benefits.	5 points
Chemonics will assess the offeror’s proposed approach to identify and document proven structures and approaches for financing nature-based solutions (i.e., payment for ecosystem services, conservation trust funds, project finance for permanence, carbon finance, etc.) of critical landscapes (i.e., tropical forests, paramos, mangroves) in the LAC region that are directly relevant to improving urban climate resilience.	15 points
Chemonics will assess the offeror’s proposed approach to identify regulatory, policy, or other enabling environment factors and bottlenecks that affect financing strategies.	15 points
Gender Equality and Social Inclusion – Chemonics will assess the extent to which the proposal explains how a social inclusion strategy will be incorporated into the finance landscape analysis and the nuances related to how climate finance models do/do not promote effective and efficient participation (and benefit sharing) of women, local peoples, and communities – both urban and rural - in Latin America and the Caribbean.	10 points
<b>Total Points – Technical Approach</b>	50 points
<b>Management and Key Personnel</b>	
Management approach – Chemonics will evaluate the soundness of the management approach, staffing plan, and project plan required to implement the technical proposal.	20 points
Personnel Qualifications – Chemonics will evaluate the curriculum (CVs) of the proposed key personnel and evaluate if the offer has the personnel	10 points

and management experience to implement the SOW, including relevant language skills.	
<b>Total Points – Management</b>	30 points
<b>Total Points</b>	100 points

**I.9 Negotiations**

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

**I.10 Terms of Subcontract**

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of subcontract negotiations, any resulting subcontract will be subject to and governed by the terms and clauses of Chemonics subcontract template, which are not subject to negotiation.

**I.11 Insurance and Services**

Within two weeks of signature of this subcontract, the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the chart listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. **Note DBA is reimbursable to the Offeror. Please reference Annex 5 for additional information on DBA.**

TYPE	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage.	\$1,000,000 \$2,000,000
(c) Automobile Liability Combined Single Limit each occurrence	As per AIDAR 752.228-7 and \$1,000,000
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$1,000,000/ \$2,000,000

## DEFENSE BASE ACT (DBA) INSURANCE

### a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, activities in high-risk environments.

### (b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

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

(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

(4) Contractors must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. **Website.** There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is:

<https://www.starr.com/Insurance/Casualty/Defense-Base-Act/USAID---Defense-Base-Act>

2. **Email.** An application form can be emailed to: [USAID@marshmma.com](mailto:USAID@marshmma.com)

3. **Additional Contacts.** Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and question regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) [tyler.hlawati@starrcompanies.com](mailto:tyler.hlawati@starrcompanies.com) Telephone: 646-227-6556
- Bryan Cessna (Starr) [bryan.cessna@starrcompanies.com](mailto:bryan.cessna@starrcompanies.com) Telephone: 302-249-6780
- Mike Dower (Marsh MMA) [mike.dower@marshmma.com](mailto:mike.dower@marshmma.com) Telephone: 703-813-6513
- Diane Proctor (Marsh MMA) [diane.proctor@marshmma.com](mailto:diane.proctor@marshmma.com) Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

Before starting work, the offeror must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (July 2007) [Updated by AAPD 06-01].

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

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

## **I.12 Privity**

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics International for consideration, as USAID will not consider protests made to

it under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

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

### II.1 Background

Chemonics International is currently implementing the USAID Climate Finance for Development Accelerator (CFDA) which is designed to mobilize \$2.5 billion in public and private climate investments by 2030. These investments will fund a range of climate change mitigation and adaptation activities focused on scaling up the transition to an inclusive, equitable and resilient net-zero economy. CFDA is a platform designed to help countries meet their national commitments in alignment with the Paris Agreement through evidence-based solutions that respond to national contexts and address gaps in global, regional, and national climate finance ecosystems. The Accelerator is organized around the following three objectives that seek to mobilize financial resources for climate adaptation and mitigation priorities in an inclusive, equitable way:

- Objective 1: Develop and scale effective partnerships and new investment solutions to achieve transformational change in countries where USAID works.
- Objective 2: Improve the enabling environment and increase and broaden participation in climate finance including the range and diversity of stakeholders driving climate solutions.
- Objective 3: Expand local and global capacity to bring more resources into climate finance.

Natural ecosystems in the Latin America and the Caribbean (LAC) region are critical for global climate change mitigation and adaptation efforts. The region has around one-third of all the world's forests, including half of its tropical forests, and a quarter of its mangroves<sup>1</sup>. These ecosystems provide key services for people such as storm surge protection (mangroves), water provision (paramos and forests), flood protection, and improved air quality and temperature control (forests). Natural ecosystems provide people in rural and urban areas across LAC with economic opportunities and food resources. For example, eight percent of the world's industrial wood products<sup>2</sup> come from LAC and nature-based tourism has become increasingly important throughout the region. At a global level, LAC forests remove vast quantities of carbon dioxide from the atmosphere and store almost half of the aboveground carbon in the tropics.

Cities and the people who live in them also depend on natural capital (forests, mangroves, paramos, etc.) to help mitigate and adapt to climate change. However, natural capital and the essential ecosystem services it provides are often poorly protected and undervalued. An estimated 240 million hectares of tropical forest in LAC are in a critical state of degradation<sup>3</sup>. Conserving natural capital can not only provide critical protection and resilience to cities from climate impacts but also contribute to reducing greenhouse gas emissions (GHG), mitigating climate change, and enhancing resident quality of life. Climate mitigation is particularly significant given that LAC countries contribute almost a quarter of global greenhouse gas emissions from land-use change.

Since most global financial capital comes from cities and since the people who live in them depend on often unpriced natural capital to help mitigate and adapt to climate change, there is an urgent need to identify and scale up successful financial models directly linking cities (including their governments, the private sector, and other actors) to the natural areas providing them direct climate resilience benefits (as well as global climate mitigation benefits).

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<sup>1</sup> Blackman et al. 2014

<sup>2</sup> Baker and Spracklen 2019; Anderson-Teixeira et al. 2012

<sup>3</sup> Armenteras et al. 2016

In the LAC region, some financial models have already linked cities to natural ecosystems and the services they provide. The best-known example is perhaps the Fondo para la Protección del Agua (FONAG), a multi-stakeholder water fund in Quito, Ecuador. FONAG provides water for residents of the city while protecting and restoring over 40,000 hectares of forests with the involvement of over 400 local families. USAID played an important role in the creation of FONAG and has supported the replication of similar water funds across South America, Central America and the Caribbean. USAID has also supported the design, testing, and implementation of new financial models to mobilize funds for natural infrastructure in Peru through the USAID Natural Infrastructure for Water Security (NIWS) project. Additional examples, especially those that explicitly address climate mitigation, can be found in the World Resources Institute's [Better Forest, Better Cities](#) report.

To address urban climate resilience challenges and identify opportunities to scale up promising financial models for both climate adaptation and mitigation in LAC, CFDA is launching the Climate Finance for Cities and Nature in LAC Activity (LAC Cities & Nature). This activity seeks to ***identify and assess financial models in LAC*** that link nature-based solutions<sup>4</sup> with urban climate resilience and adaptation. **In doing so, LAC Cities & Nature will explore financing models that support not only improved climate adaptation and climate resilience of urban areas but also reduced GHG emissions and/or increased carbon sinks in tropical forests, paramos, mangroves, or other high carbon ecosystems.**

## II.2 Scope of Work

CFDA anticipates awarding a subcontract for up to USD\$500,000 with a one-year period of performance, with possibility of extension. CFDA is seeking a subcontractor with experience in Latin America and the Caribbean (LAC) and in conducting assessments related to urban adaptation and mitigation, climate finance, and/or nature-based solutions to carry out a landscape analysis of financing models to identify approaches that have - or have the potential to - achieve the following two key synergistic outcomes in LAC:

- 1) Reduced GHG emissions and/or increased carbon sinks in tropical forests, paramos, mangroves, or other high carbon ecosystems, in and around cities, and;
- 2) Improved climate adaptation and resilience, including disaster risk reduction, of urban centers through the provision of key ecosystem services such as water, temperature regulation, and flood protection.

***Landscape analysis of financing approaches linking nature-based solutions to improved urban climate resilience and adaptation and potential benefits for climate mitigation.***

The offeror will conduct an analysis of the LAC region to identify successful or promising pilots and approaches that demonstrate effective uses of finance connecting nature-based solutions, urban resilience, and climate mitigation. The offeror will highlight models that contribute to both key outcomes of this activity, especially those that incorporate gender equality and social inclusion approaches that lead to effective and efficient participation (and benefit sharing) of women, local peoples and communities in LAC.

The models/approaches analyzed must contribute to both key outcomes to some degree but may be more or less advanced in either outcome; the analysis may include but should not solely focus on payment for ecosystem services models. Supporting case study analysis should provide information about critical model/approach factors including enabling environments; key actors, their interests and motivations, and

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<sup>4</sup> Solutions that “leverage nature and the power of healthy ecosystems to protect people, optimize infrastructure, and safeguard a stable and biodiverse future.” International Union for Conservation of Nature (IUCN)



power dynamics; bottlenecks and challenges; best practices; financial considerations such as upfront and maintenance costs of the program; and opportunities for replicability and scale.

The offeror will be responsible for developing a report highlighting proven and/or piloted models and approaches for financing nature-based solutions for mitigation and improved urban resilience in the LAC region. Given USAID's long history of working on finance for both adaptation and mitigation, the report should consider successful models under current and past USAID activities such as Natural Infrastructure for Water Security (NIWS), Paramos and Forests (Colombia), Conservation of Central American Watersheds, and Natural Wealth (Colombia). The analysis should also consider successful approaches from non-USAID programs such as the Global Platform for Sustainable Cities' Cities4Biodiversity (C4B) initiative, Medellín's green corridors, Colombia's Biodiverciudades, and Cities4Forests. The offeror should primarily focus its assessment on the LAC region but can consider other targeted, relevant models from other regions and countries as applicable. Illustrative landscapes and financing options may include:

- Financing approaches that focus on different ecosystem services such as the role of natural vegetation in urban cooling and/or air quality (i.e., where urban areas exist in a matrix of remaining natural systems, as opposed to designed features like parks, green roofs etc.) or water purification (e.g., reduction of sediment in water flowing downstream from upstream catchment areas, and reduction in fecal coliforms).
- Mitigation fees or other approaches to finance planting trees in urban areas or reforesting peri-urban zones to increase carbon sinks, reduce temperature, and stabilize hillsides to decrease the risk of landslides such as Medellín Green Corridors Project<sup>5</sup>.
- Financing models that contribute to climate mitigation and resilience as well as intervention vulnerability within changing climate conditions and resiliency to stochastic events especially in urban and agricultural spaces.
- Water funds or other payment for ecosystem services (PES) approaches, such as those that protect paramos in South America, tropical dry forests in South/Central America, and other critical ecosystems that provide key water sources for urban populations while also acting as large carbon sinks.
- Environmental funds, conservation trust funds, or revolving funds that allow for sustainable investing and/or protection of managed areas, such as the Blue Abadi Fund, Mesoamerican Reef Fund (MAR Fund), Brazilian Biodiversity Fund (FUNBIO), Fondo Acción, etc.
- Ecotourism financing approaches that analyze urban recreation opportunities in nearby natural areas and associated financing as well as adaptation or mitigation outcomes.
- Blue carbon models for the protection of mangroves and critical coastal ecosystems in South America, Central America and the Caribbean that provide coastal protection to cities and act as critical carbon sinks.
- Project Finance for Permanence or similar models which combine catalytic funds and policy reform to drive long term funding for conservation efforts.
- Sovereign debt for nature transactions and sustainability bonds funding long-term conservation and sustainable development plans such as the Barbados Environmental Sustainability Fund or the Belize Blue Bonds.
- Financing models that support climate mitigation (e.g. REDD+) and climate adaptation and resilience (e.g. water funds) that have the potential to be co-occurring and mutually reinforcing even if they are not systematically designed or implemented together.

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<sup>5</sup> Cities100: Medellín's interconnected green corridors

The analysis should assess financial models, biophysical outcomes, policy and governance frameworks, and benefit sharing, among other factors. The analysis should also assess failures and challenges in the PES, carbon market, and/or broader climate finance space in LAC, highlighting relevant mistakes and lessons learned. The analysis on failures and challenges should include opportunities for innovation or iteration in future interventions and/or approaches to nature-based solutions in critical landscapes to achieve the two key LAC Cities & Nature outcomes. The analysis should also provide examples of successful or promising financial options that combine adaptation and mitigation interventions and, to the extent possible, explore whether combining mitigation and adaptation results in additional benefits relative to the investment to results ratio. An initial list of questions that may be considered as a part of this analysis may include (but are not limited to):

- How do the models/approaches generate the intended biophysical and/or adaptive outcomes?
- How are political and power dynamics impacting stakeholders?
- What municipal financing gaps exist and how do selected models address these gaps to help cities fund adaptation?
- How do we identify willing payers? What are their motivations and/or constraints?
- Who are the prospective beneficiaries? Are financial flows reaching intended beneficiaries? What are potential tradeoffs, not just in terms of who gains and who loses, but also among alternative land uses and biophysical goals (e.g., managing forests for water quality vs quantity)?
- What regulatory and policy frameworks support effective financing strategies?
- Are the approaches sustainable beyond the pilot phase?
- How can donors and the private sector invest to maximize both climate adaptation and mitigation benefits?

### II.3 Deliverables

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

<i>Activity Description: Landscape analysis of financing approaches linking nature-based solutions to improved urban climate resilience and adaptation and potential benefits for climate mitigation.</i>		
<b>Deliverable</b>	<b>Description</b>	<b>Due Date*</b>
1. Annual Implementation Plan and Landscape Analysis of Financing Approaches Methodology	The annual implementation plan must be presented in English and must detail activities to be implemented in the first year, including the timeline and methodology for conducting the landscape analysis of financing approaches. This plan should include the methodology for identifying and documenting proven structures and approaches for financing nature-based solutions of at least three critical landscapes (tropical forests, paramos, mangroves, or others to be determined in collaboration with Chemonics and approved by USAID) in LAC to achieve the activity’s two key outcomes. The methodology must be detailed and align with the timeline set out in the annual implementation plan. It must also include the format/template for the final analysis report (Deliverable 3).	Within 30 days of award for the first year plan

2. Weekly Landscape Analysis of Financing Approaches Progress Updates	The offeror will provide written weekly progress report-outs in bullets via email to CFDA on progress to date on financing analysis. The weekly updates should include (but is not limited to) summary of research conducted to-date, trends, challenges, and action/support needed.	Weekly from the date of award
3. Landscape Analysis of Financing Approaches Findings	The landscape analysis of financing approaches will include a detailed report highlighting proven structures and approaches for financing nature-based solutions of critical landscapes in the LAC region that have direct benefits for improved urban resilience. The final report should be submitted in both English and Spanish and will use the format/template approved in Deliverable 1.	August 1, 2024
4. Written Inputs for Semi-Annual Reports	Brief written report to inform CFDA’s Semi-Annual reports to include progress to date, lessons learned, and relevant monitoring and evaluation information. Offerors must report on relevant CFDA Indicators as identified in Section II.3 Activity Indicators. Offerors must provide documentation to corroborate executed activities.	March 20 and September 20 of each year
5. Virtual Meeting Report-out of Findings	The offeror will facilitate a meeting with a slide deck of up to 10 slides that provide guidance, context, and background regarding the landscape analysis methodology and findings to CFDA and USAID.	August 31, 2024

**II.4 Geographic Focus**

The scope of work is intended to analyze and assess financial models and approaches related to nature-based solutions that contribute to urban climate mitigation and disaster resilience in the LAC region. Successful offerors will demonstrate experience in climate-related assessments/analysis, climate finance models, and in the LAC region.

**II.5 Period and Place of Performance**

The anticipated period of performance for this subcontract is effective from the date of subcontract award with a one-year period of performance, with possibility of extension.

**Annex 1      Cover Letter**

[Offeror: Insert date]

CFDA  
Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington D.C. 20003

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

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

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

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

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

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 60 calendar days after the proposal deadline.

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

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

- Cover Letter
- Technical Proposal (PowerPoint or PDF)
- Annex A. Key Personnel CVs (PDF)
- Cost Proposal Budget (Excel)
- Cost Proposal Narrative (PDF)
  - Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - Copy of company tax registration, or equivalent document.
  - Copy of trade license, or equivalent document.
  - A copy of the last 3 years of audited financial statements.
  - Required certifications included in Annex 3 of the RFP

Sincerely yours,

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Signature

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

[Offeror: Insert name of your organization]

## **Annex 2      Guide to Creating a Financial Proposal for a Fixed Price Subcontract**

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

**Step 1: Design the technical proposal.** Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in Section II. Offerors should present the technical approach according to the requirements, evaluation criteria, and Section II of the RFP.

**Step 2: Create a budget for the cost proposal in MS Excel.** Each offeror must create a budget using the format provided in Annex 2. Offerors are requested to provide fully burdened daily rates for proposed long-term staff and short-term staff/consultants (i.e., including salary, benefits, indirect costs, and fee/profit if applicable). Offerors should budget for administrative support, if those costs are not accounted for through the burdened labor rate. The budget period should follow the technical proposal period. All items and services must be clearly labeled and include the total offered price. All cost information must be expressed in USD.

**Tab 1. Deliverable Summary.** This tab reflects the total prices by deliverable on Tab 2.

**Tab 2. Deliverable Costs.** Offerors are requested to include the positions, fully burdened daily rates, and the level of effort (LOE) expressed in days to complete the described deliverables (1 through 5) to those cells in yellow. Rows may be added as needed. Additionally, for each deliverable, the offeror should include any expected Other Direct Costs (ODCs). These costs are expenditures that are required as part of fulfilling the activity. Costs may include items such as: travel and transportation expenses, printing, communications, etc.

**Step 3: Write Budget Narrative.** Offerors must provide a narrative explanation of the buildup for each proposed deliverable price. Brief budget notes must be provided in the Notes column in Tab 2 of the Excel budget template. Offerors should provide a separate budget narrative in PDF to explain the process used for building up burdened daily rates. Budget narratives must address the following:

- Explain assumptions underlying each cost line per deliverable, why the cost is required, and how the amount is reasonable.
- Describe the process used for calculating the fully burdened daily rates included in Tab 2 of the Excel template. The inputs for this calculation could include, but are not limited to, an established rate sheet, salaries of proposed staff, benefits, indirect costs, and fee/profit, if applicable. Please include the years of experience and education for any unnamed personnel.

If applicable, the offeror must submit supporting documentation for recovery of administrative or indirect costs. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of reasonableness, realism, or completeness of an offeror's proposed cost. Offers will be evaluated on the full price of the deliverables per Tab 1. Any resultant subcontract would cover the price of the deliverables listed on Tab 1.

**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.

**Annex 3 Required Certifications**

**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.

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 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 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: \_\_\_\_\_

**KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING**

I hereby certify that within the last ten years:

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

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

Name:

Title/Position:

Organization:

Address:

Date of Birth:

**NOTICE:**

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

**Subcontractor Size Self-Certification Form (For U.S. registered entities only)**

**Reference Number:** Contract No. 7200AA22C00044

**Project Name:** Climate Finance Development Accelerator (CFDA)

**Primary NAICS Code:** 541990

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**Company Name:**

**Address:**

**City, State, Zip:**

**UEI Number:**

**Contact Person name and title:**

**Contact Phone Number:**

---

**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.

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> 8(a)
<input type="checkbox"/> HUBZone	<input type="checkbox"/> Woman Owned Small Business
<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Service Disabled Veteran Owned
<input type="checkbox"/> Alaskan Native Corporation	<input type="checkbox"/> 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**

Climate Finance Development Accelerator (CFDA)

Contract No. 7200AA22C00044

**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 UEI Number: Insert 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 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 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**[Use only if the anticipated value of the subcontract is \$30,000 or more]

**UEI and SAM Registration Guidance**

**What is an UEI Number?**

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 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 US Internal Revenue Code of 1986.

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

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

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation

reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the 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.fsd.gov/sys\\_attachment.do?sys\\_id=d4d157741ba3c5103565ed3ce54bcb0](https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcb0)

Follow the step-by-step guidance for contracts registrations at:

[https://www.fsd.gov/sys\\_attachment.do?sys\\_id=b4c153341ba3c5103565ed3ce54bcbb8](https://www.fsd.gov/sys_attachment.do?sys_id=b4c153341ba3c5103565ed3ce54bcbb8)

*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 Defense Base Act (DBA) Insurance Frequently Asked Questions**

### **1. What is the Defense Base Act?**

The Defense Base Act, 42 U.S.C. §§ 1651-54, is an extension of the Longshore and Harbor Workers' Compensation Act, 33 U.S.C. §§ 901-50, requiring all U.S. government contractors and subcontractors to secure workers compensation insurance for their employees performing work overseas.

### **2. What coverage does Defense Based Act (DBA) insurance provide?**

The Defense Base Act provides disability, medical, and death benefits to covered employees injured or killed in the course of employment.

### **3. Is DBA mandatory?**

Yes, DBA insurance is mandatory for all U.S. government contractors and subcontractors of any tier performing work outside the U.S. unless there is an active DBA insurance waiver (more on that below).

Failure of any contractor or any subcontractor of any tier to maintain DBA insurance in accordance with the act can result in civil and criminal fines and penalties for the prime contractor company and its President, Secretary, and Treasurer.

### **4. What is a DBA insurance waiver and when does it apply?**

The Secretary of Labor may waive the application of the Defense Base Act with respect to any contract, work location, or class of employees. The request for waiver must be made by the government agency to the Department of Labor (DOL), OWCP. It is Department of Labor policy that the waiver does not apply to citizens or legal residents of the U.S. or to employees hired in the U.S. Once granted, the waiver is only valid if alternative workers' compensation benefits are provided to the waived employees pursuant to applicable local law.

Current active geographic waivers for local national employees who are covered by a valid alternative workers compensation system can be found at:

[Active and Archived DBA Waivers - By Expiration Date | U.S. Department of Labor \(dol.gov\)](#)

### **5. When do subcontractors need to purchase DBA?**

Subcontractors of any tier must purchase DBA insurance when performing work under a U.S. government contract outside the U.S. unless a valid DBA waiver is in place.

Please refer to the [DBA Insurance Requirement for Subcontractors](#) for assistance with determining if the subcontractor must purchase DBA insurance.



**6. Do non-US based companies need to purchase DBA insurance?**

Yes, the Defense Base Act applies to both U.S. and local companies. DBA insurance waivers only apply to local nationals in countries with current waiver (per: [Active and Archived DBA Waivers - By Expiration Date | U.S. Department of Labor \(dol.gov\)](#)) who are currently covered under another local valid workers compensation insurance program.

**7. Our subcontractor told us they already have local insurance for their staff. Is that the same as DBA?**

No, local insurance may be available and/or required by local regulation, but it does not take the place of DBA insurance. If there is a DBA insurance waiver in place (See question 4) and the local staff are covered by an alternate local insurance, then DBA Insurance is waived for those local staff members. Please note the local insurance will likely provide different benefits than DBA insurance.

**8. Where to subcontractors purchase DBA insurance?**

When work is under a USAID contract, subcontractors must procure coverage through the sole source USAID DBA insurance program with Starr Indemnity and Liability Company through Marsh MMA insurance broker. To obtain coverage, subcontractors must contact: [USAID@marshmma.com](mailto:USAID@marshmma.com).

When work is under a contract with U.S. government agency other than with USAID, subcontractors must procure coverage through an insurer authorized by Department of Labor to write DBA insurance. While DBA insurance is statutory coverage and the coverage available through any authorized insurer will satisfy the requirement, there is no sole source program so the insurer willingness to write coverage and rates charged by insurer will vary.

**9. What is the cost of DBA insurance?**

Current USAID negotiated program rates are:

DBA Rates per \$100 of remuneration*:	Services	\$0.75
	Construction	\$2.75
	Security	\$5.80

\*Remuneration for DBA includes salary plus overseas recruitment incentive, post differential, and danger pay, but excludes per diem, housing/travel/education/other misc. allowances. DBA rates for non-USAID contracts vary based on insurer and contractor risk profile.

**10. How do you file a claim for benefits under DBA?**

Subcontractor employees must report injuries per their company procedures.

**11. Who determines whether a claim submitted under DBA is covered?**

The insurer investigates and determines compensability for a reported claim. The DBA claim process is overseen by The U.S. Department of Labor, Office of Workers' Compensation Programs (OWCP), Division of Longshore and Harbor Workers' Compensation, which administers the Defense Base Act, ensuring that workers' compensation benefits are provided for covered employees promptly and correctly.

**12. We are awarding a fixed price subcontract and are buying a deliverable and not labor. Is DBA still required?**

DBA is required whenever work is being performed outside the U.S. under a U.S. government contract. If the item being purchased is solely a product with no associated services being performed, then DBA is not required. However, if work is being performed (and therefore injury could potentially happen arising out of that work), then the DBA insurance requirement would apply.

**13. Where can anyone find out more information about the Defense Base Act and DBA insurance?**

More information is available at the U.S. Department of Labor website for DBA:

<https://www.dol.gov/agencies/owcp/dlhwc/lbdba>