

Request for Proposals # 11

Logistics and Coordination Services for Ukrainian Water User Organizations Study Tour in California

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity Cooperative Agreement No. 72012120CA00001, is issuing a Request for Proposals (RFP) for the facilitation of an international study tour of Ukrainian water user organization (WUO) representatives to Long Beach, California. The attached RFP contains all the necessary information for interested Offerors.

The USAID Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity is a 7-year project funded by USAID and implemented by Chemonics International. AGRO is aimed at accelerating economic development of Ukrainian rural communities, with the greatest need through a better governed agricultural sector that encourages more productive, modern, and profitable micro, small, and medium (MSMEs) agricultural enterprises that are successfully integrated into competitive markets both in Ukraine and internationally. This study tour will contribute to the achievement of AGRO Objective 3. Agricultural Sector Rules and Regulations Improved, including Expected Result (ER) (3.1) National Enabling Environment Improved, including Sub-ER: Access to affordable and efficient irrigation improved of the AGRO’s 2023-24 implementation plan. As part of its efforts to support the development of national legislation and build the capacity of Ukrainian WUOs in implementing the Irrigation and Drainage Strategy, and facilitate the adoption of efficient irrigation management practices, AGRO aims to identify a US-based organization to design and facilitate a study tour for representatives of Ukrainian WUOs, farmers and other local stakeholders to showcase innovative irrigation technologies, best water resources management practices, collaboration between the associations and municipal and state agencies on maintenance and improvement of irrigation systems.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated contract by sending an email indicating their intention to Mariia Chykulay at [UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@chemonics.com) by 6:00PM EST on **August 30, 2024** date. Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Mariia Chykulay at [UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@chemonics.com) according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to the website where this RFP is published (Chemonics website, SUB-Net).

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

Sincerely,

Mariia Chykulay  
Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity  
Request for Proposals

RFP # 11

For the provision of

Logistics and Coordination Services for Ukrainian Water User Organizations Study Tour in California

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:

Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity

Cooperative Agreement No. 72012120CA00001

**\*\*\*\*\* 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 [UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@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/Skype at 888.955.6881.

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**List of Acronyms**

|               |   |
|---------------|---|
| AGRO          | Ukraine Agriculture Growing Rural Opportunities |
| CFR           | Code of Federal Regulations                     |
| AO            | USAID Agreement Officer                         |
| COP           | Chief of Party                                  |
| AOR           | USAID Agreement Officer's Representative        |
| CV            | Curriculum Vitae                                |
| M&E           | Monitoring and Evaluation                       |
| NICRA         | Negotiated Indirect Cost Rate Agreement         |
| NGO           | Nongovernmental organization                    |
| RFP           | Request for Proposals                           |
| SIF           | Strategic Investment Fund                       |
| UAH           | Ukrainian Hrynvia                               |
| UEI           | Unique Entity Identifier                        |
| U.S.          | United States                                   |
| USG           | United States Government                        |
| USAID         | U.S. Agency for International Development       |
| USAID/Ukraine | USAID Mission in Ukraine                        |
| USG           | U.S. Government                                 |
| VAT           | Value Added Tax                                 |
| WUO           | Water User Organization                         |

## **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 Ukraine-Agriculture Growing Rural Opportunities (AGRO) under contract number 72012120CA00001 is soliciting offers from companies and organizations to submit proposals to participate with Ukraine AGRO to facilitate a week-long international study tour visit to Long Beach, California, to align with the Irrigation Trade Show held on November 6-7 in Long Beach, California.

The USAID Agriculture Growing Rural Opportunities Activity in Ukraine (AGRO) is a 7-year project funded by USAID and implemented by Chemonics International. AGRO is aimed at accelerating economic development of Ukrainian rural communities, with the greatest need through a better governed agricultural sector that encourages more productive, modern, and profitable micro, small, and medium (MSMEs) agricultural enterprises that are successfully integrated into competitive markets both in Ukraine and internationally.

Design and implementation (AGRO) Activity comes at a critical juncture for Ukraine, at which ensuring forward movement on enabling and rebuilding environment reforms and agriculture sector gains are vital for economic growth and recovery amid the Russian invasion. Based on the market systems approach, AGRO will implement scalable solutions nationwide to achieve accelerated economic development in rural communities with the greatest need. High-level results for the Activity are:

- Strengthened food security globally and in Ukraine
- Maintained and recovered revenue of agricultural small and medium enterprises (SMEs)
- Increased access for agricultural SMEs to financing
- Establishment and advancement of a fair and transparent agricultural land market (land reform) that stimulates economic recovery and protects property rights
- Reduced corruption in the agricultural sector.

The purpose of this activity is to orient representatives of Ukrainian water user organizations (WUO) with the experience of water resources management for the agricultural sector within the US state of California. This can/will include the management structure of state and municipal water resources management bodies, financing and activities outside of water resources management, as well as the work of water user associations in the management of irrigation systems, financing operating expenses for maintenance of irrigation systems, and distribution of water among association members. Lastly, participants will learn about water purification as used in drip irrigation of vegetable crops and gardens.

This study tour will contribute to the achievement of AGRO Objective 3. Agricultural Sector Rules and Regulations Improved, including Expected Result (ER) (3.1) National Enabling Environment Improved. The work under this contract is envisioned under tasks 3.1.2.1 National Authorities and Stakeholders Supported in Analysis and Development of Amelioration Legislation, 3.2.1.1. Communities affected by hostilities benefited from legal, information, and logistical support, and 3.3.2.1 Drainage and irrigation pilot projects were implemented in the AGRO FY2024 implementation plan.

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

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

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

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

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

Emailed offers must be received no later than 6:00 pm EST on **August 30, 2024** at the following address:

Mariia Chykulay

PMU Manager

[UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@chemonics.com)

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

## **I.3. Submission of Offers**

Proposals must be submitted electronically only at the address noted in I.2 above.

### **A. Instructions for the Submission of Electronic Copies**

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.

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

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

## **I.4. Requirements**

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

### **A. General Requirements**

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

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

- i. Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the United States upon award of the subcontract.
- ii. Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- iii. Companies or organizations must have a local presence in the United States at the time the subcontract is signed.
- iv. Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the contract will be awarded to the lead company in the partnership. The leading company shall be responsible for compliance with all contract 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 work together in the fulfillment of the contract terms.

## **B. Required Proposal Documents**

### **1. Cover Letter**

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. UEI Number (if above \$30,000.00 USD)
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.

- d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. A template is provided in Annex 3 “Required Certifications”.
- e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

## 2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, and Detailed Work Plan. This part shall be between 5-10 pages. In the technical proposal, the selected offeror must include the proposed approach, an illustrative agenda for the study visit and workplan, including resources required to furnish deliverables. Additionally, in this section, the offeror should demonstrate that it possesses the following technical qualifications:
  - *Experience working with water user associations in the State of California (or states with significant agricultural output);*
  - *Experience implementing short-term activities in compliance with USAID rules and regulations;*
  - *Experience in applying Collaborating, Learning, and Adapting (CLA) principles is preferred*
  - *Experience conducting international study tours on behalf of USAID or other donor programs preferred but not required;*

Within the technical volume, the Offeror must directly explain how it will contribute to and ensure achievement of the following expected results and indicators:

1. Number of individuals in the agriculture and food system who have applied improved management practices or technologies with USG assistance (EG.3.2-24);
  2. Number of beneficiaries who have received improved access to irrigation;
  3. Percentage of USG-assisted organizations with improved performance (CBLD-9);
  4. Percentage of female participants in USG-assisted programs designed to increase access to productive economic resources (assets, credit, income or employment) (GNDR-2)
  5. Number of individuals participating in USG food security programs (EG.3-2).
- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be no more than 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The offeror should include a description of who will manage the coordination of the study tour.
  - Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.



Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan.

Also, offerors must include three (3) past performance references of similar work (under contracts or subcontracts) previously implemented and contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. Chemonics reserves the right to check additional references not provided by the offeror.

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

### 3. Cost Proposal

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

The price of the contract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in USD. See Annex 2 for a sample cost structure.

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

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Offerors may also include a reasonable fee if that is offeror's standard practice. The final fixed price shall be negotiated following Chemonics' cost and price analysis of the offerors' cost proposal. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

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

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

Any contract 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 Codes 110 and 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is the United States.

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).

## I.6. Chronological List of Proposal Events

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

|                                |            |
|--------------------------------|------------|
| RFP published                  | 07/10/2024 |
| Deadline for written questions | 08/20/2024 |
| Proposal due date              | 08/30/2024 |
| Subcontract award (estimated)  | 09/20/2024 |

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.** Questions or clarifications regarding this RFP must be in writing and submitted to Mariia Chykulay [UkraineAGROP@chemonics.com](mailto:UkraineAGROP@chemonics.com) no later than 6:00pm EST on **August 20, 2024**. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP. Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the Ukraine AGRO project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 6:00pm EST on **August 30, 2024**. Late offers will be considered at the discretion of Chemonics.

**Oral Presentations.** Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee virtually within 2 days of receiving notification. Chemonics will provide the link to any oral presentations under this RFP.

**Contract Award (estimated).** Chemonics will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP. The estimated subcontract award is on or about September 15, 2024.

## I.7. Validity Period

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

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

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

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the Ukraine AGRO project. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. 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. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

| <b>Evaluation Criteria</b>                          | <b>Evaluation Sub-criteria</b>   | <b>Maximum Points</b> |
|---|--|-----------------------|
| <b>Technical Approach and Sector Knowledge</b>      |  |                       |
|   | Technical approach– Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the project as stated in the Scope of Work   | 15 points             |
|   | Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror's knowledge related to technical sectors required by the SOW? {[experience working with water user organizations in California, experience with USAID rules and regulations, experience applying USAID CLA practices in accordance with ADS 201, experience conducting international study tours) | 15 points             |
| <b>Total Points – Technical Approach</b>            |  | <b>30 points</b>      |
| <b>Management, Key Personnel, and Staffing Plan</b> |  |                       |
|   | Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the proposed team members and evaluate if the offer has the experience and capabilities carry out the Scope of Work?  | 30 points             |
| <b>Total Points – Management</b>                    |  | <b>30 points</b>      |

| Corporate Capabilities, Experience, and Past Performance |  |                   |
|--|--|-------------------|
|  | Corporate Capabilities and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work?   | 10 points         |
|  | Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope | 30 points         |
|  |  |                   |
| <b>Total Points – Corporate Capabilities</b>             |  | <b>40 points</b>  |
| <b>Total Points</b>                                      |  | <b>100 points</b> |

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.

This RFP utilizes the tradeoff process. Chemonics will award a contract to the offeror whose proposal represents the best value to Chemonics and the Ukraine AGRO. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

### **I.9. Negotiations**

Best offer proposals are requested. It is anticipated that a contract 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 contract. 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 Contract**

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

### **I.11. Privity**

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

**I.12 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The selected offeror is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet, video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Subrecipient/Contractor to procure specific CTES on a case-by-case basis if no available alternate eligible source exists. If the Subrecipient/Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the subrecipient/contractor.

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

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

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Ukraine-Agriculture Growing Rural Opportunities (AGRO) under contract number 72012120CA00001 is soliciting offers from companies and organizations to submit proposals to participate with Ukraine AGRO to facilitate a week-long international study tour visit to Long Beach, California, to align with the Irrigation Trade Show held on November 6-7 in Long Beach, California.

The USAID Agriculture Growing Rural Opportunities Activity in Ukraine (AGRO) is a 7-year project funded by USAID and implemented by Chemonics International. AGRO is aimed at accelerating economic development of Ukrainian rural communities, with the greatest need through a better governed agricultural sector that encourages more productive, modern, and profitable micro, small, and medium (MSMEs) agricultural enterprises that are successfully integrated into competitive markets both in Ukraine and internationally.

Design and implementation (AGRO) Activity comes at a critical juncture for Ukraine, at which ensuring forward movement on enabling and rebuilding environment reforms and agriculture sector gains are vital for economic growth and recovery amid the Russian invasion. Based on the market systems approach, AGRO will implement scalable solutions nationwide to achieve accelerated economic development in rural communities with the greatest need. High-level results for the Activity are:

- Strengthened food security globally and in Ukraine
- Maintained and recovered revenue of agricultural small and medium enterprises (SMEs)
- Increased access for agricultural SMEs to financing
- Establishment and advancement of a fair and transparent agricultural land market (land reform) that stimulates economic recovery and protects property rights
- Reduced corruption in the agricultural sector.

The purpose of this activity is to orientate representatives of Ukrainian water user organizations (WUO) with the experience of water resources management for the agricultural sector within the US state of California. This can/will include the management structure of state and municipal water resources management bodies, financing and activities outside of water resources management, as well as the work of water user associations in the management of irrigation systems, financing operating expenses for maintenance of irrigation systems, and distribution of water among association members. Lastly, participants will learn about water purification as used in drip irrigation of vegetable crops and gardens.

This study tour will contribute to the achievement of AGRO Objective 3. Agricultural Sector Rules and Regulations Improved, including Expected Result (ER) (3.1) National Enabling Environment Improved. The work under this contract is envisioned under tasks 3.1.2.1 National Authorities and Stakeholders Supported in Analysis and Development of Amelioration Legislation, 3.2.1.1. Communities affected by hostilities benefited from legal, information, and logistical support, and 3.3.2.1 Drainage and irrigation pilot projects were implemented in the AGRO FY2024 implementation plan.

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

The contractor will develop the study visit agenda and identify water user associations and practices to showcase during the visit. The contractor will facilitate meetings that will focus on the management structure of state and municipal water resources management bodies, financing and activities outside of water resources management, as well as the work of water user associations in the management of irrigation

systems, financing operating expenses for their maintenance and improvement. The study visit shall provide an opportunity for Ukrainian stakeholders to interact with key management and staff of selected water user associations, municipal and state agencies, and irrigation equipment producers in the State of California. Additionally, the contractor will facilitate the participation of Ukrainian WUO representatives and other stakeholders at the Irrigation Trade Show held on November 6-7 in Long Beach, California.

Up to 15 members of Ukrainian WUOs and farmers will travel to California for up to seven (7) days to learn about institutional, regulatory, policy, managerial, technical, and operational frameworks that control water management in the agricultural sector. An additional four (4) Chemonics project staff members and/or other AGRO stakeholders will accompany the WUO members to provide management and interpretation support, bringing the total number of participants to 19.

Two water user associations in California shall be selected for the study tour. These associations must have demonstrated experience in agricultural irrigation systems design and management, center pivot, and drip irrigation systems. Preferably, the selected water user associations will also be represented at the Irrigation Trade Show, held on November 6-7, 2024, in Long Beach, California.

The Contractor shall be responsible for organizing the following tasks:

1. Organize meetings with farmer/agricultural water user organizations (1 day)
2. Organize meetings with municipal organizations in Los Banos and/or Fresno (1 day)
3. Organize meetings with representatives of state institutions in Sacramento (1 day)
4. Organize participation and visit of the Ukrainian group to the Irrigation Trade Show (including logistics) (1 day)

A successful study tour will require identifying relevant organizations for participants to meet with, developing agendas for each meeting, confirming participation, providing background information to and about all parties, and facilitating meetings as needed. As such, the application submitted in response to this RFP must include an illustrative agenda of the study visits, the approach, and the rationale for identifying and selecting study visit sites. Whether or not the Contractor will be facilitating any given meeting, it is expected the Contractor will provide a full-time facilitator(s) and interpreters (Ukrainian-English/English-Ukrainian) to accompany participants to each meeting and/or site visit. The Contractor shall also facilitate registration of the study visit participants at the Irrigation Trade Show.

All meetings and site visits must be organized in accordance with USAID's approach to Collaborating, Learning, and Adapting (CLA) to ensure that the experience is practical, relevant, and driven by locally identified needs. Per AGRO's prime agreement, CLA is integrated into all activities with the aim to:

- Improve the quality and relevance of an activity by grounding it in evidence;
- Make activities adaptive to new learning and changing contexts;
- Extend USAID influence through sharing knowledge and collaboration with development actors;
- Catalyze learning among Ukrainian development actors to build capacity and facilitate country-led development.su

AGRO will provide the Contractor with relevant information during study tour planning, including project background information, documentation, and/or virtual informational meetings, to ensure the study tour agenda furthers AGRO's CLA goals.

The working languages for this activity are expected to be English and Ukrainian, with most WSO members speaking Ukrainian. The Contractor will provide interpretation for all participants from/to Ukrainian and English and translation of those languages for all necessary documents during the study visit.

In addition to planning meetings, the Contractor shall provide the following logistical support:

- Arrange all California-based ground transportation, including inter-city transfers, local transport to and from meetings and site visits, and airport pick-up and drop-off;
- Arrange all California lodging in advance for study tour participants following Federal Travel Regulations and assuming single occupancy;
- Provide an accompanying point of contact for troubleshooting any logistics-related issues.

Six months after the conclusion of the study visit, the Contractor shall survey representatives of Ukrainian water users' organizations to identify practices the organizations implemented because of the study visit and summarize findings in the report. The report shall include a description of practice(s) implemented by an organization, its impact on farmers and agricultural MSMEs benefiting from the practice, key lessons learned, and the impact on the organization, future plans, and/or needs of an organization.

### **Technical Qualifications**

Selected offeror must possess the following technical qualifications:

- *Experience working with water user associations in the State of California (or states with significant agricultural output);*
- *Experience implementing short-term activities in compliance with USAID rules and regulations;*
- *Experience in applying collaborative, learning and adapting (CLA) principles is preferred.*
- *Experience conducting international study tours on behalf of USAID or other donor programs preferred but not required;*

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

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

Deliverable No. 1: Draft Agenda: The agenda will include tentative meeting times, locations, objectives, and participants. The agenda will also include proposed lodging and transportation details for the entirety of the trip.

Deliverable No. 2: Pre-Trip Report: The Pre-Trip report will include the approved agenda, scene setting for each meeting (detailed plans of goals/objectives, purpose, background information for host organizations and their representatives, and relevance to the target audience), hotel confirmations, transportation confirmations, and final CV(s) for Contractor staff.

Deliverable No. 3: Post-Trip Report: The Post-Trip Report shall include a brief narrative of the study tour, lessons learned, participants' feedback, photos and final agenda.

Deliverable No. 4: Report on Irrigation Management Practices Implemented

The Contractor shall provide the report on irrigation management practices implemented by Ukrainian water users' organizations as a result of the study visit. The report shall be developed six months after the study visit and include a description of practice(s) implemented by an organization, its impact on farmers and agricultural MSMEs benefiting from the practice, key lessons learned, and the impact on the organization, future plans and/or needs of an organization. The report shall include data showcasing the



achievement of expected results listed in Section I.D and visuals. The report shall be written in English and typed on 8 1/2" x 11" paper, single-spaced, two-sided, Times New Roman point 12 font size with each page numbered consecutively. The report shall adhere to a page limit of up to 15 pages total and be provided in Microsoft Word and PDF formats.

#### II.4. Deliverables Schedule

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

| <b>Deliverable Number</b> | <b>Deliverable Name</b>                               | <b>Due Date</b>       |
|---------------------------|---|-----------------------|
| 1                         | Draft Agenda  | O/a October 10, 2024  |
| 2                         | Pre-Trip Report                                       | O/a October 20, 2024  |
| 3                         | Study Tour Post-Trip Report                           | O/a November 20, 2024 |
| 4                         | Report on Irrigation Management Practices Implemented | O/a May 15, 2025      |

\*Deliverable numbers and names refer to those fully described in I.E. above.

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

**FIXED PRICE CONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003**

**And**

**Name of Contractor**

Contractor address

TAX ID # (for U.S. firms)

**Hereafter referred to as the Contractor**

**For**

**Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity  
Cooperative Agreement No. 72012120CA00001**

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

**Total Fixed price:** *(insert amount here – local contracts must be in local currency)*

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Section R Contractor Performance Standards  
 Section S Waiver, Entirety of Agreement, Severability and Miscellaneous  
 Section T Other Applicable Clauses

This Agreement, which shall constitute a contract (“Contract”) between Chemonics International Inc, (“Chemonics”), a for profit organization organized and existing under the laws of Delaware, having its principal place of business at 1275 New Jersey Ave SE, Suite 200, Washington DC, 20003, and Name of Contractor, Contractor Address (“Contractor”). The Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The rights and obligations of the parties to this fixed price contract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties. **IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their respective duly authorized signing officers.

For  
 Chemonics International Inc.

For  
 Name of Contractor

\_\_\_\_\_  
 By: *(insert name of Project Management SVP, or insert BU SVP for subcontract ≤\$500K that is not categorized as construction or security)*  
 Title: *(insert title)*  
 Date: \_\_\_\_\_  
 Place Signed: \_\_\_\_\_

\_\_\_\_\_  
 By:  
 Title:  
 Date: \_\_\_\_\_  
 Place Signed: \_\_\_\_\_

## Section A. Background, Scope of Work, Deliverables and Deliverables Schedule

### A.1. Background

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Ukraine-Agriculture Growing Rural Opportunities (AGRO) under contract number 72012120CA00001 is soliciting offers from companies and organizations to submit proposals to participate with Ukraine AGRO to facilitate a week-long international study tour visit to Long Beach, California, to align with the Irrigation Trade Show held on November 6-7 in Long Beach, California.

The USAID Agriculture Growing Rural Opportunities Activity in Ukraine (AGRO) is a 7-year project funded by USAID and implemented by Chemonics International. AGRO is aimed at accelerating economic development of Ukrainian rural communities, with the greatest need through a better governed agricultural sector that encourages more productive, modern, and profitable micro, small, and medium (MSMEs) agricultural enterprises that are successfully integrated into competitive markets both in Ukraine and internationally.

Design and implementation (AGRO) Activity comes at a critical juncture for Ukraine, at which ensuring forward movement on enabling and rebuilding environment reforms and agriculture sector gains are vital for economic growth and recovery amid the Russian invasion. Based on the market systems approach, AGRO will implement scalable solutions nationwide to achieve accelerated economic development in rural communities with the greatest need. High-level results for the Activity are:

- Strengthened food security globally and in Ukraine
- Maintained and recovered revenue of agricultural small and medium enterprises (SMEs)
- Increased access for agricultural SMEs to financing
- Establishment and advancement of a fair and transparent agricultural land market (land reform) that stimulates economic recovery and protects property rights
- Reduced corruption in the agricultural sector.

The purpose of this activity is to orientate representatives of Ukrainian water user organizations (WUO) with the experience of water resources management for the agricultural sector within the US state of California. This can/will include the management structure of state and municipal water resources management bodies, financing and activities outside of water resources management, as well as the work of water user associations in the management of irrigation systems, financing operating expenses for maintenance of irrigation systems, and distribution of water among association members. Lastly, participants will learn about water purification as used in drip irrigation of vegetable crops and gardens.

This study tour will contribute to the achievement of AGRO Objective 3. Agricultural Sector Rules and Regulations Improved, including Expected Result (ER) (3.1) National Enabling Environment Improved. The work under this contract is envisioned under tasks 3.1.2.1 National Authorities and Stakeholders Supported in Analysis and Development of Amelioration Legislation, 3.2.1.1. Communities affected by hostilities benefited from legal, information, and logistical support, and 3.3.2.1 Drainage and irrigation pilot projects were implemented in the AGRO FY2024 implementation plan.

### A.2. Scope of Work

The contractor will develop the study visit agenda and identify water user associations and practices to showcase during the visit. The contractor will facilitate meetings that will focus on the management structure of state and municipal water resources management bodies, financing and activities outside of water resources management, as well as the work of water user associations in the management of irrigation systems, financing operating expenses for their maintenance and improvement. The study visit shall provide

an opportunity for Ukrainian stakeholders to interact with key management and staff of selected water user associations, municipal and state agencies, and irrigation equipment producers in the State of California. Additionally, the contractor will facilitate the participation of Ukrainian WUO representatives and other stakeholders at the Irrigation Trade Show held on November 6-7 in Long Beach, California.

Up to 15 members of Ukrainian WUOs and farmers will travel to California for up to seven (7) days to learn about institutional, regulatory, policy, managerial, technical, and operational frameworks that control water management in the agricultural sector. An additional four (4) Chemonics project staff members and/or other AGRO stakeholders will accompany the WUO members to provide management and interpretation support, bringing the total number of participants to 19.

Two water user associations in California shall be selected for the study tour. These associations must have demonstrated experience in agricultural irrigation systems design and management, center pivot, and drip irrigation systems. Preferably, the selected water user associations will also be represented at the Irrigation Trade Show, held on November 6-7, 2024, in Long Beach, California.

The Contractor shall be responsible for organizing the following tasks:

1. Organize meetings with farmer/agricultural water user organizations (1 day)
2. Organize meetings with municipal organizations in Los Banos and/or Fresno (1 day)
3. Organize meetings with representatives of state institutions in Sacramento (1 day)
4. Organize participation and visit of the Ukrainian group to the Irrigation Trade Show (including logistics) (1 day)

A successful study tour will require identifying relevant organizations for participants to meet with, developing agendas for each meeting, confirming participation, providing background information to and about all parties, and facilitating meetings as needed. As such, the application submitted in response to this RFP must include an illustrative agenda of the study visits, the approach, and the rationale for identifying and selecting study visit sites. Whether or not the Contractor will be facilitating any given meeting, it is expected the Contractor will provide a full-time facilitator(s) and interpreters (Ukrainian-English/English-Ukrainian) to accompany participants to each meeting and/or site visit. The Contractor shall also facilitate registration of the study visit participants at the Irrigation Trade Show.

All meetings and site visits must be organized in accordance with USAID's approach to Collaborating, Learning, and Adapting (CLA) to ensure that the experience is practical, relevant, and driven by locally identified needs. Per AGRO's prime agreement, CLA is integrated into all activities with the aim to:

- Improve the quality and relevance of an activity by grounding it in evidence;
- Make activities adaptive to new learning and changing contexts;
- Extend USAID influence through sharing knowledge and collaboration with development actors;
- Catalyze learning among Ukrainian development actors to build capacity and facilitate country-led development.

AGRO will provide the Contractor with relevant information during study tour planning, including project background information, documentation, and/or virtual informational meetings, to ensure the study tour agenda furthers AGRO's CLA goals.

The working languages for this activity are expected to be English and Ukrainian, with most WSO members speaking Ukrainian. The Contractor will provide interpretation for all participants from/to Ukrainian and English and translation of those languages for all necessary documents during the study visit.

In addition to planning meetings, the Contractor shall provide the following logistical support:

- Arrange all California-based ground transportation, including inter-city transfers, local transport to and from meetings and site visits, and airport pick-up and drop-off;
- Arrange all California lodging in advance for study tour participants following Federal Travel Regulations and assuming single occupancy;
- Provide an accompanying point of contact for troubleshooting any logistics-related issues.

Six months after the conclusion of the study visit, the Contractor shall survey representatives of Ukrainian water users' organizations to identify practices the organizations implemented because of the study visit and summarize findings in the report. The report shall include a description of practice(s) implemented by an organization, its impact on farmers and agricultural MSMEs benefiting from the practice, key lessons learned, and the impact on the organization, future plans, and/or needs of an organization.

### A.3. Deliverables

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

Deliverable No. 1: Draft Agenda: The agenda will include tentative meeting times, locations, objectives, and participants. The agenda will also include proposed lodging and transportation details for the entirety of the trip.

Deliverable No. 2: Pre-Trip Report: The Pre-Trip report will include the approved agenda, scene setting for each meeting (detailed plans of goals/objectives, purpose, background information for host organizations and their representatives, and relevance to the target audience), hotel confirmations, transportation confirmations, and final CV(s) for Contractor staff.

Deliverable No. 3: Post-Trip Report: The Post-Trip Report shall include a brief narrative of the study tour, lessons learned, participants' feedback, photos and final agenda.

Deliverable No. 4: Report on Irrigation Management Practices Implemented

The Contractor shall provide the report on irrigation management practices implemented by Ukrainian water users' organizations as a result of the study visit. The report shall be developed six months after the study visit and include a description of practice(s) implemented by an organization, its impact on farmers and agricultural MSMEs benefiting from the practice, key lessons learned, and the impact on the organization, future plans and/or needs of an organization. The report shall include data showcasing the achievement of expected results listed in Section I.D and visuals. The report shall be written in English and typed on 8 1/2" x 11" paper, single-spaced, two-sided, Times New Roman point 12 font size with each page numbered consecutively. The report shall adhere to a page limit of up to 15 pages total and be provided in Microsoft Word and PDF formats.

### A.4. Deliverables Schedule

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

| <b>Deliverable Number</b> | <b>Deliverable Name</b> | <b>Due Date</b>      |
|---------------------------|-------------------------|----------------------|
| 1                         | Draft Agenda            | O/a October 10, 2024 |
| 2                         | Pre-Trip Report         | O/a October 20, 2024 |

|   |   |                       |
|---|---|-----------------------|
| 3 | Study Tour Post-Trip Report                           | O/a November 20, 2024 |
| 4 | Report on Irrigation Management Practices Implemented | O/a May 15, 2025      |

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

### Section B. Reporting and Technical Direction

The Contractor shall render the services and produce the deliverables stipulated in Section A, above, under the general technical direction of Yevhen Zagudaev, Ukraine AGRO Strategic Investment Fund Director, or his/her designee. The deliverables set forth in Section A above shall be delivered to Mariia Chykulay at [UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@chemonics.com) in accordance with the schedule stipulated therein.

### Section C. Period of Performance

The effective date of this Contract is o/a September 15, 2024 and the completion date is o/a July 30, 2025. The Contractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to [UkraineAGROPMU@chemonics.com](mailto:UkraineAGROPMU@chemonics.com) in accordance with the schedule stipulated therein.

In the event that the Contractor fails to make progress so as to endanger performance of this Contract, or is unable to fulfill the terms of this Contract by the completion date, the Contractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this Contract as stipulated in Section D, Changes, Stop Work and Termination.

### Section D. Changes, Stop Work and Termination

Chemonics may order changes in the scope of work above. Any change in the Contractor's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this Contract.

Notwithstanding any other provision hereof, Chemonics may, by written notice to Contractor, order that work be stopped or otherwise suspend all or any portion of the services. Contractor shall stop all such services immediately upon receipt of Chemonics' stop work order and shall promptly resume the services after receipt of direction from Chemonics to proceed.

Chemonics reserves the unilateral right to terminate this Contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress. Any termination shall be made in writing to the Contractor. In the event of a dispute over a determination made by Chemonics regarding the amount to be paid, if any, to Contractor because of the termination, the dispute shall be addressed in accordance with the Dispute provisions of this Contract.

### Section E. Contract fixed price, Invoicing and Payment

#### E.1. Contract fixed price

In consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Contractor a total of US\$ XX,XXX . This figure represents the total price of this Contract and is fixed for the period of performance outlined in Section C., Period of Performance. (Include the following language only if Chemonics will make more than one payment) Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section E.3, below, after Contractor’s completion of the corresponding deliverable indicated in the following table: (Delete the preceding two sentences and the table and asterisk below if total price is to be paid in one payment only)

| <b>Installment Number and Amount</b> | <b>Corresponding Deliverable Number(s) and Name(s)*</b>              |
|--------------------------------------|--|
| 1. \$XX,XXX                          | Deliverable 1: Draft Agenda  |
| 2.                                   | Deliverable 2: Pre-Trip Report                                       |
| 3.                                   | Deliverable 3: Study Tour Post-Trip Report                           |
| 4.                                   | Deliverable 4: Report on Irrigation Management Practices Implemented |

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

#### E.2. Invoicing

Upon the Project Management Unit (PMU)’s acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule; the Contractor shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices), and shall include the following information: a) contract number, b) deliverables delivered and accepted, c) total amount due in US Dollars , per Section E.1., above; and d) payment address/bank account number.

#### E.3. Payment

Chemonics will pay the Contractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Contractor’s deliverables, and b) Chemonics’ receipt of the Contractor’s invoice. Payment will be made in US Dollars, paid to the account specified in the Contractor’s invoice.

#### E.4. Expenses and Liabilities

Contractor understands that Chemonics will not reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by Chemonics.

#### Section F. Force Majeure

For the purposes of this Agreement, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a either party—that is, either Chemonics or the Contractor—and which makes a Party’s performance of its obligations under the contract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such



circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

In the event that the Force Majeure event causing a delay or inability to perform continues for more than thirty (30) days after written notification, either party may terminate this Agreement immediately upon written notice to the other party.

#### Section G. Intellectual Property Rights

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

#### Section H. Proprietary and Confidential Information

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

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

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

Contractor shall return all Proprietary Information to Chemonics upon its request or upon termination of this Contract, whichever occurs first. Contractor shall have the right to retain an index of the Proprietary Information for its internal records, subject to Contractor's continued compliance with the restrictions and obligations set forth in this section. This section shall survive termination of this Contract.

Section I. Indemnity and Contractor Waiver of Benefits

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

(1) the acts or omissions of Contractor, its employees, officers, directors, agents or its subcontractors;

(2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this contract except to the extent that such damage is due to the negligence of Chemonics;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Contractor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

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

(c) If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Contractor shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this contract, distribution of the infringing goods or services or,

(2) to goods or SECTION L. GOVERNING LAW AND RESOLUTION OF DISPUTES modify the services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

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

Section J. Compliance with Applicable Laws and Standards

The Contractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations.

Section K. Protecting Chemonics' Interests when Contractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive US Government Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

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

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

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

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

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

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

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

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

(c) Notwithstanding any other term of this contract, Contractor has no right to submit claims directly to US Government.

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

#### Section M. Organizational Conflicts of Interest

To preclude or mitigate any potential conflicts of interest, Contractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics' written approval to undertake such activities.

#### Section N. Kickbacks, Illegal Payments to Foreign Officials and Fraudulent Activity

(a) Definitions.

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

*Illegal payments to Foreign Officials*, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly,

for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

*Fraudulent Activity* refers to any misrepresentation of facts made by the Contractor or Contractor employees in order to influence the selection process, the execution, or the payment of a Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Chemonics of the benefits of free and open competition.

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

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

(b) Prohibition Against Kickbacks.

Chemonics does not engage in or tolerate kickbacks or other forms of bribery. The Contractor and its employees, whether directly or indirectly engaged in the performance of this Contract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to Chemonics.

(c) Prohibition Against Illegal Payments to Foreign Officials.

Chemonics does not engage in or tolerate illegal payments to foreign officials. Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), and the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related and implementing legislation that may be applicable to this Contract, Contractor certifies, warrants and represents that:

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

In order to

- (i) Influence any act or decision in any such person's official capacity;
- (ii) Induce any such person to violate a lawful duty, or;
- (iii) Induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

SECTION Q. ASSIGNMENT AND DELEGATION

(d) Prohibition Against Fraudulent Activity

Chemonics does not engage in or tolerate fraudulent activity in any of its business practices. The Contractor certifies, warrants and represents that it will not make any misrepresentation of facts to Chemonics in order to influence the selection process, the execution or the payment of this Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors.

(e) Reporting and Cooperation.

When the Contractor has reasonable grounds to believe that a violation described in the paragraph above of this provision may have occurred, the Contractor shall promptly report the possible violation in writing to Chemonics. Failure to do so shall be considered a material breach of this Contract. The Contractor further agrees to cooperate fully with any United States Government agency investigating any possible violation described in this clause.

(f) Remedies.

Notwithstanding any other provision in this Contract, non-compliance with this Section shall be considered a material breach of this contract. Chemonics reserves the right to terminate this Contract, upon written notice, if it determines in its sole discretion that Contractor is in breach of this Section (see Section D, Changes, Stop Work and Termination).

Chemonics may offset the amount of any illegal payments against any monies owed by Chemonics under this Contract or order the monies withheld from future payments due the Contractor.

Section O. Terrorist Financing Prohibition

The Contractor is reminded that U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Contractor must abide by these Executive Orders and laws. In addition to any other rights provided under this Contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time if the Contractor is found to have engaged in transactions which violate these laws. Upon such termination the Contractor shall have no right to any further payments following the notice of termination given by Chemonics to the Contractor.

Section P. Set-Off Clause

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

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

Section R. Contractor Performance Standards

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

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

(c) Chemonics will use a variety of mechanisms to stay abreast of the Contractor's performance under the contract, and of general progress toward attainment of the contract objectives.

Section S. Waiver, Entirety of Agreement, Severability and Miscellaneous

- (1) This Contract embody the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract and to execute and deliver such further documents or instruments, and to take such further actions as shall be reasonably requested in connection therewith.
- (2) All statements, representations, warranties, covenants, and agreements in this Contract, and any SOWs issued hereunder, shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Contract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Contract.
- (3) In the event that any court of competent jurisdiction determines that any provision, or any portion thereof, contained in this Contract is unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court deems any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

- (4) The headings and captions contained in this Contract are for convenience only and shall not affect the meaning or interpretation of this Contract or of any of its terms or provisions.
- (5) Unless otherwise specifically agreed to the contrary in writing: (i) the failure of any party at any time to require performance by the other of any provision of this Contract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (6) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Contract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.
- (7) This Contract may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section T. Other Applicable Clauses

This contract the following clauses by reference, with the same force and effect as if they were given in full text. In some cases, the location of the full text is provided below.

##### (1) Worker's Compensation Insurance

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

##### (2) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The contractor is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of



any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet, video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Contractor to procure specific CTES on a case-by-case basis if no available alternate eligible source exists. If the Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the contractor.

Insert the following clauses depending on the donor and type of organization.

(1) For US firms under USAID awards include the following Standard Provisions (b)Mandatory Standard Provisions for U.S. Nongovernmental Organizations (The full text of terms and conditions may be accessed electronically at this address: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303maa>)

- a) Nondiscrimination (June 2012)
- b) Subawards and contracts (December 2014)
- c) USAID Eligibility Rules for Goods and Services (June 2012)
- d) Preventing Terrorist Financing – Implementation of E.O. 13224 (August 2013)
- e) Marking and Public Communications Under USAID Funded Assistance (December 2014)
- f) Travel and International Air Transportation (December 2014)
- g) Trafficking in Persons (October 2020) (a)(1)-(4)
- h) Ocean Shipment of Goods (June 2012)
- i) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- j) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- k) Child Safeguarding (a) and (b) (June 2015)
- l) Mandatory Disclosures (July 2015)
- m) Nondiscrimination against beneficiaries (November 2016)

For non-US organizations under USAID-funded cooperative agreements insert: (b) Mandatory Standard provisions for non-US Nongovernmental Organizations:

- a) USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)
- b) Marking and Public Communications Under USAID Funded Assistance (December 2014)
- c) Preventing Terrorist Financing (August 2013)
- d) Trafficking in Persons (October 2020) (a)(1)-(4)
- e) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- f) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- g) Child Safeguarding (a) and (b) (June 2015)
- h) Mandatory Disclosures (July 2015)
- i) Nondiscrimination against beneficiaries (November 2016)

The full text of terms and conditions may be accessed electronically at this address:

<https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303mab>

For all organizations under USAID -funded cooperative agreements insert:

(c) Required As Applicable Standard Provisions List the applicable RAA clauses based the SOW, type of the organization, terms of the prime cooperative agreement. To be adjusted for each contract

(2) For Department of State insert: the U.S. Department of State standard terms and conditions, with the exception of clauses XI-XV, XXI-XXIII. The full text of terms and conditions may be accessed electronically at this address: <https://www.state.gov/about-us-office-of-the-procurement-executive/>. It is understood and agreed that the Contractor may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to “non-Federal Entity” may also refer to the “Contractor”. The Contractor hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Grants Officer" may, depending on their context, refer to "Chemonics."

(c) Include this clause if the contract is over \$150,000 and with US organization Clean Air Act and the Federal Water Pollution Control Act, as amended - Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(d) Include this clause if the contract is over \$100,000 and with US organization Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(e) Debarment, Suspension, Ineligibility, and Voluntary exclusion.

The contractor hereby certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

**Annex 1 Cover Letter**

[Offeror: Insert date]

Mariia Chykulay  
PMU Manager  
Agriculture Growing Rural Opportunities (AGRO) in Ukraine Activity  
Chemonics International, Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003-5115

Reference: Request for Proposals: RFP #11: Coordination Services for Ukrainian WUOs Study Tour in California

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

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

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

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

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

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

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

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

Sincerely yours,

\_\_\_\_\_  
Signature

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

[Offeror: Insert name of your organization]

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

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

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

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

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

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

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

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

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

**Sample Budget**

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

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

**Offeror's Names**

**RFP TITLE**

**RFP #**

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

**Annex 3 Required Certifications for Signing**

**CERTIFICATION OF RECIPIENT**

To: Chemonics International

I, \_\_\_\_\_, **Title**,

as a legally authorized representative of **Organization** do hereby certify that, to the best of my knowledge and belief, this organization's management and other employees responsible for their implementation are aware of the requirements placed on the organization by 2 CFR 200, and Federal and USAID regulations with respect to the management of, among other things, personnel policies (including salaries), travel, indirect costs, and procurement under this agreement and I further certify that the organization is in compliance with those requirements and other applicable U.S. laws and regulations.

I, we, understand that a false, or intentionally misleading certification could be the cause for possible actions ranging from being found not responsible for this award, termination of award, or suspension or debarment of this organization in accordance with the ADS 303 Standard Provision for Non-U.S. Nongovernmental Organizations (for in-kind, standard, and simplified grants) entitled "Award Termination and Suspension" and the ADS 303 Standard Provision for Fixed Amount Awards to Nongovernmental Organizations entitled "Debarment and Suspension.

I, we, further agree that by signing below, we provide certification and assurance for the following:

- (1) The Certification Regarding Terrorist Financing
- (2) The Certification Regarding Lobbying, if applicable

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all U.S. Federal grants, loans, contracts, property, discounts, or other U.S. Federal financial assistance extended after the date hereof to the recipient by Chemonics, including installment payments after such date on account of applications for U.S. Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such U.S. Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

I declare under penalty of perjury that the foregoing is true and correct.

Recipient's Authorized Representative:

\_\_\_\_\_  
Signature

By:

Title:

Date:

**REPRESENTATION BY ORGANIZATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (August 2014)**

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

(1) Was “convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

(1) The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(1) The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

---

Signature

By:

Title:



## CERTIFICATION REGARDING TERRORIST FINANCING

### Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. Except as otherwise disclosed in writing and included with this application, the Recipient did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: Chemonics intends to retain the information disclosed to the Agreement Officer pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. Chemonics will not make such information available publicly unless required by law.
2. The representation in paragraph (1) does not apply to:
  - (a) Transactions entered into or material support and resources provided pursuant to an OFAC license;
  - (b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or
  - (c) The procurement of goods and/or services by the Recipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by USAID. This certification does not preclude any other remedy available to USAID.

3. For purposes of this Certification -

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
  - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
  - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
- b. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

Recipient Authorized Representative:

\_\_\_\_\_  
*Signature*

By:

Title:

Date:

### **Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient's Name:

Recipient's Authorized Representative Name:

Recipient's Authorized Representative Title:

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Recipient Authorized Representative Signature

Date:

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION**

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the information in this form is required to be reported by the prime recipients through [2 CFR 200.300 Statutory and national policy requirements, paragraph \(b\), 2 CFR 170 “Reporting Subaward and Executive Compensation Information”](#) and the Required As Applicable Standard Provision #7 for non-U.S. organizations, # 24 for U.S. organizations, and # 3 for U.S. and non-U.S. fixed amount awards, for subawards and contracts under assistance valued at \$25,000 and greater in the FFATA Reporting System (FSRS.gov). **As required by the referenced Standard Provisions, complete this questionnaire and certification as part of the subaward or contract with a value of \$25,000 or more or as part of subaward or contract with a value of \$25,000 or more. Please review the Contractor or Sub-recipient data included below for accuracy and note any adjustments necessary. The Contractor or Sub-recipient is exempted from the FSRS.gov reporting in the case of a positive response to Section A.**

**Prime Cooperative Agreement No:** 72012120CA00001

**Prime Cooperative Agreement Name:** USAID Agriculture Growing Rural Opportunities Activity in Ukraine (AGRO)

**Sub-recipient/Contractor Data**

**Sub-recipient/Contractor Name:**

**Sub-recipient/Contractor Address:**

**City, postal code, country:**

**Subaward/Contract Number:**

**Start Date:**

**Subaward/Contract Value:**

A. In the previous tax year, was the contractor or sub-recipient’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) **Sub-recipient/Contractor UEI Number:**

(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 of Sub-recipient or Contractor Agent (required)

Date:

\*“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor or sub-recipient’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.

## EVIDENCE OF RESPONSIBILITY

### 1. Offeror Business Information

**Company Name:** Full Legal Name

**Address:** Address

**UEI Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number if selected to receive an award in response to this RFP valued greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before RFP submission deadline, Offeror shall include a statement noting their intention to obtain a UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not possible. sam.gov to obtain a number: Further guidance on obtaining a UEI number is available from Chemonics 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. If the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes  No

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

Yes  No

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

Yes  No

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

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

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



## Annex 4

### UEI and SAM Registration Guidance

#### What is SAM?

SAM or the System for Award Management, is a consolidated government-wide acquisition and award support system. One of its functions is providing a searchable database to determine if individuals or organizations/entities are debarred, ineligible, or excluded from receiving federal contracts certain types of federal financial and nonfinancial assistance and benefits. Engaging these individuals or entities can result in significant criminal and civil fines and penalties, termination of a contract, suspension and debarment and even possible imprisonment. [SAM.gov](https://sam.gov) has many other functions, that are not covered in these instructions, such as contract opportunities, entity information (Unique Entity Identifier, contact information, reps/certs, etc.) and contract data. When conducting a search on [SAM.gov](https://sam.gov), the search automatically references multiple exclusion lists that are applicable to the United States Government, such as the OFAC Specially Designated Nationals and Blocked Persons List (SDN). Because Chemonics is a United States company, projects that are funded by other funders, such as the United Kingdom, must also search SAM prior to engaging in transactions. This is because many of the exclusions against a person/entity apply to transactions with any United States person or firm.

#### Unique Entity Identifier (UEI)

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that replaced the Dun and Bradstreet (DUNS) number in 2022.

The US government has used services from Dun and Bradstreet to both identify (using the DUNS number) and validate/verify federal contractors since 1978. In 1998, entities were required to get a DUNS number by the Federal Acquisition Regulation (FAR). In 2008, this requirement expanded public and private entities seeking federal contracts and/or grants. The UEI now takes the place of the D-U-N-S® number.

On April 4<sup>th</sup>, 2022, the [US federal government stopped using the DUNS number](#) with businesses and organizations and moved forward with separate designation of organizations as uniquely identify entities. As of this date, businesses and organizations who receive (or want to receive) funding from the US government are required to obtain and use a Unique Entity Identifier (UEI) created in SAM.gov instead of a DUNS number. This transition allows the US government to streamline the entity identification and validation process, thus making it easier and less burdensome for entities to do business with the federal government.

#### What does this mean for Chemonics’ subcontractors/subawardees/grantees?

1. As of April 4<sup>th</sup>, 2022, all new (international and local) subcontracts/subawards/grants that previously required a DUNS (any subcontract equal to or above \$30,000 and typically any subaward/grant equal to or above \$25,000) will need a UEI number instead, as DUNS is no longer in use.
2. For subcontracts/subawards/grants executed before April 4<sup>th</sup>, projects/PMUs do not need to do anything, i.e., projects/PMU will follow the existing DUNS process/guidance.
3. For subcontracts/subawards/grants that previously required a DUNS and are modified after April 5<sup>th</sup>, 2022 to increase the total value, the subcontractor/subawardee/grantee must obtain a UEI and that must be incorporated in the modification. The reason a UEI is needed under this circumstance is that due to the increase in the value of the award, Chemonics must report the increased value through the [FFATA reporting process](#).

#### Does this apply to grants?

Yes, this also applies to grants with the following exceptions:

- A UEI is not required for 100% in-kind grants, nor for grants with government entities or public international organizations (PIOs).
- Chemonics' approach is not to require UEIs for grants less than \$25,000 with no anticipated subawards to non-U.S. organizations to be performed outside the United States as long as the memorandum of negotiation explains why registration is impracticable for the grantee. There is stock language in the grants memorandum of negotiation template that may be used.

**Who do I contact if I have a question on the process, or the guidance provided above?**

If the subcontractor, subawardee, or grantee have any questions, they should contact their POC in their award document.

**How does the Subcontractor/Subawardee/Grantee obtain a UEI number?**

Please refer to [this link](#), which includes a video and a quick start guide for obtaining a UEI.

**UEI Exemptions:**

For grants under contract or sub-recipients under cooperative agreements seeking exemption for obtaining a UEI, projects should refer to the [GUC FAQ # 14](#), which references [2 CFR Part 25 -- Universal Identifier and System for Award Management](#) and [ADS Reference 303maz](#).

Chemonics may exempt Subcontractors from obtaining a specific UEI number by submitting a request to USAID to use a generic entity identifier, generally this will be done for security reasons.

To invoke the authority to use a generic entity identifier based on safety or security concerns where identification of the subcontracting party could endanger a mission, contractor, or recipients of the acquired goods or services (see FAR 4.605(c)(2)(iii)), USAID (the Contracting/Agreement Officer) must include a written determination of the decision, approved by the Assistant Administrator (AA) or Mission Director (MD). This determination must be saved in the files.

approval from the Head of the Independent Office or Operating Unit.

The following are examples of the types of awards that may require the use of generic entity identifier for safety/security concerns:

A. Where disclosure of information through a Unique Entity Identifier under a particular award or program in a specific country or countries is likely to expose those associated with the award or program to dangerous situations or bodily harm, including risk of assault, harassment, intimidation, jail, detainment, or any other material deprivation of essential human rights or dignity; or

B. Where security risks could potentially have a chilling effect on a potential contractors' willingness to work with at-risk or sensitive populations, beneficiaries, or other stakeholders or where publicly identifying exactly where a program is performed and who the implementer and/or beneficiaries are could endanger the organization, its employees, or the beneficiaries. For example, in many countries, even the perception of being directly connected to the U.S.

5 Government presents a security risk to a contractor's principals, employees, or beneficiaries.

Chemonics must ask USAID to use a generic entity identifier when posting identifying information about the subcontractor when it will cause safety concerns to one of the following:

- Subcontractor's employees,
- Subcontractor's beneficiaries,

USAID will not approve exemptions must any more broadly than is minimally necessary to alleviate the safety concerns for the individuals upon whom the exemption is justified

For additional guidance on how to request this approval – check “[Exceptions to Contract Reporting in the Federal Acquisition Regulation Part 4.6](#)”

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

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

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

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

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

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

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

revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,

- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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

By registering in SAM, you gain the ability to directly bid on federal government contracts and apply for federal assistance as a prime contractor or prime awardee. Your registration does not guarantee your winning a government award or increasing your level of business. Registration is simply a prerequisite before bidding directly on a contract or applying directly for federal assistance. 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?**

[SAM.gov](https://sam.gov) | [Entity Registrations](#)

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

### **What data is needed to register in SAM?**

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

- \* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- \* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- \* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
- \* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.
- \* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact.

\* Electronic Data Interchange (EDI) Information\* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (\*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)