

26/01/2018

Request for Proposals # 006  
Expression of Interest for Website Design

Dear Sir or Madam,

The Africa Network for Environment & Economic Justice (ANEEJ) under USAID/SACE grant no. SACE-ISWF-007 – *Tackling Corruption through Improving Transparency in Property Ownership* – is issuing a Request for Proposals (RFP) for the design of a website for the mapping and reporting of properties illegally acquired with proceeds of crime by Politically Exposed Persons (PEPs). The idea is to identify the real owners of property in highbrow areas in Abuja and check with the Federal Inland Revenue Service whether such property owners are paying tax to government. The attached RFP contains all the necessary information for interested Offerors.

It is a common knowledge that Nigeria, like many other countries in Africa, suffers severe leakage of its public resources through corrupt means. Public funds that could be better used to address critical national development needs, such as those in health, education, electricity, roads, and other infrastructural projects for the social, political, and economic well-being of the country are diverted by PEPs and civil servants. The proceeds of such crimes are often times hidden in foreign safe havens or are used for the acquisition of private property within and outside Nigeria.

As a direct response to the situation, ANEEJ has designed a project entitled *Tackling Corruption through Improving Transparency in Property Ownership* and one of the objectives of the project is to develop an on-line platform to map and share information on ownership of property in specific districts of Abuja. The idea is to identify persons who own specific property and determine whether such persons are meeting their tax obligations to the government. To this end, ANEEJ, seeks the service of a renowned web development firm having experience in website design using different platforms.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to ANEEJ's Secretariat at [info@aneej.org](mailto:info@aneej.org) by 05:00pm on February 02, 2018.

ANEEJ realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to ANEEJ electronically through [info@aneej.org](mailto:info@aneej.org) according to the instructions in Section 1.8 of the RFP. If necessary, ANEEJ will provide answers to all relevant questions received in an amendment that will be sent to the email of the company that ask questions and registered their interest in the RFP latest by February 07, 2018.

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

Sincerely,

ANEEJ Secretariat,  
*Tackling Corruption through Improving Transparency in Property Ownership*

## **Request for Proposals**

RFP # 006

### **For the design of:**

website to map and share information on ownership of property in specific districts of Abuja

### **Contracting Entity:**

ANEEJ

39 Oyaide Avenue, off Benoni, Off Airport Road, Benin City, Edo State

### **Funded by:**

United States Agency for International Development (USAID) through the Strengthening Advocacy and Civic Engagement (SACE) Project.

### **Funded under:**

SACE Grant Number SACE-ISWF-007

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

ANEEJ is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit.

ANEEJ 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 the USAID/SACE project and to the USAID Office of the Inspector General.

Employees and agents of ANEEJ 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 the USAID/SACE project and the USAID Office of the Inspector General. In addition, ANEEJ will inform the USAID/SACE project and the Office of the USAID Office of the Inspector General if any supplier offers of money, fee, commission, credit, gift and 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 ANEEJ or project staff. For example, if an offeror's cousin is employed by ANEEJ, 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 ANEEJ's prohibitions against fraud, bribery and kickbacks.

Please contact [info@aneej.org](mailto:info@aneej.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to ANEEJ at [info@aneej.org](mailto:info@aneej.org) or by phone/Skype at 08187674339, as well as to the SACE project at [dmadugu@nigeriasace.org](mailto:dmadugu@nigeriasace.org).

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### List of Acronyms

ANE EJ	Africa Network for Environment and Economic Justice
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
ISWF	Innovation and Spread the Word Fund
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
PEP	Politically Exposed Persons
RFP	Request for Proposals
SACE	Strengthening Advocacy and Civic Engagement
SAF	Strategic Activities Fund
SAM	System of Award Management
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Nigeria	USAID Mission in Nigeria
USG	U.S. Government
VAT	Value Added Tax

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

### **I.1. Introduction**

ANEEJ, the Buyer, acting under USAID/Strengthening Advocacy and Civic Engagement (SACE) project grant number SACE-ISWF-007, is soliciting companies and organizations to submit proposals to participate with ANEEJ in carrying out the design of an online platform (website) to map and share information on ownership of property in specific districts of Abuja.

ANEEJ will issue an award to one company. The award will be in the form of a firm, fixed-price subcontract (hereinafter referred to as “the subcontract”). The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein. By submitting a proposal, an Offeror is certifying that, should it be awarded the subcontract, it accepts in advance the terms and conditions of the future subcontract.

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.

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

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

Offerors shall submit their offers electronically.

Emailed offers must be received by 05:00pm on February 19, 2018 at the following address:

ANEEJ Secretariat  
Admin Office  
info@aneej.org

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 ANEEJ. ANEEJ cannot guarantee that late offers will be considered.

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

Proposals must be submitted electronically to info@aneej.org.

#### **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**

ANEEJ anticipates issuing a subcontract to a company or organization in Nigeria, provided it is legally registered and recognized under the laws of Nigeria 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, or civil society organization.

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 Nigeria 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 Nigeria at the time the subcontract is signed.

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

##### **B. Required Proposal Documents**

###### **1. Cover Letter**

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. E-mail
- vi. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- vii. Taxpayer Identification Number

- viii. Official bank account information
- ix. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.
  - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.
  - e) Applicable documents listed in I.4.A.

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

## 2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 10 pages long, but may not exceed 10 pages.

Offerors shall detail their technical approach, methodology, and detailed work plan for how they would go about completing the following:

- Propose a design for, and an approach for the creation of that design and deployment of, the Properti Tracker website.
  - Work closely with the ANEEJ team in the interface design.
  - Work closely with the ANEEJ team regarding any modification to the functional specification required prior to launching the website.
  - Provision of a user’s manual for ANEEJ staff to reference and assist a user that finds it difficult to navigate through the platform and access uploaded information.
  - Provision of training of a core of up to three ANEEJ staff for at least one half-day.
  - Provision of three months of technical support (offeror must indicate number of visits per year).
  - Provision of licensing and hosting of the website in an appropriate and secure web location.
- Part 2: Management, Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for personnel must be included in an annex to the technical proposal and will not count against the page limit.

In this section, the offeror will provide a narrative of the skills and experience of each proposed personnel proposed in the offeror’s budget. The narrative should be detailed enough to demonstrate to the evaluation committee why the proposed personnel are best suited to execute the subcontract.

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

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

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

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

### 3. Cost Proposal

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

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Naira. 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.** ANEEJ 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. Labor for personnel should be based on a firm's commercial rates, to be submitted to ANEEJ with the cost proposal. If labor is not based on standard commercial rates, then a USAID biographical data form (biodata) must be included for each proposed personnel. The biodata template can be found [here](#).

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. ANEEJ reserves the right to request additional information to substantiate an Offeror's indirect rates.

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

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



Any subcontract resulting from this RFP will be financed by USAID/SACE project funding and will be subject to U.S. Government and USAID regulations.

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

The cooperating country for this RFP is Nigeria.

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	26/01/2018
Deadline for written questions	02/02/2018
Answers provided to questions/clarifications	07/02/2018
Proposal due date	19/02/2018
Subcontract award (estimated)	27/02/2018

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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be sent electronically to [info@aneej.org](mailto:info@aneej.org) no later than 7th February 2018 at 05:00pm. 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 answers from ANEEJ 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 ANEEJ, the Tackling Corruption through Improving Transparency in Property Ownership project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 19<sup>th</sup> February 2018 at 05:00pm. Late offers will be considered at the discretion of ANEEJ.

**Oral Presentations.** ANEEJ reserves the option to have selected offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at ANEEJ's office within one week of receiving notification.

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

**I.7. Validity Period**

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

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

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

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

In evaluating Proposals, ANEEJ 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, Methodology, and Detailed Work Plan</b>		
	Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	20 points
	Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	20 points
	Sector Knowledge – Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW? Anticorruption	20 points
<b>Total Points – Technical Approach</b>		60 points
<b>Management, Key Personnel, and Staffing Plan</b>		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	20 points
<b>Total Points – Management</b>		20 points

Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	20 points
<b>Total Points – Corporate Capabilities</b>		<b>100 points</b>

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. ANEEJ will award a subcontract to the offeror whose proposal represents the best value to ANEEJ and the Tackling Corruption through Improving Transparency in Property Ownership project. ANEEJ may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

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

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, ANEEJ reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, ANEEJ 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 ANEEJ, offerors may be requested to conduct oral presentations. If deemed an opportunity, ANEEJ reserves the right to make separate awards per component or to make no award at all.

### **I.10. Terms of Subcontract**

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

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

By submitting a response to this request for proposals, offerors understand that neither the USAID/SACE project nor USAID is a party to this solicitation.

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

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

It is a common knowledge that Nigeria, like many other countries in Africa, suffers severe leakage of its public resources through corrupt means. Public funds that could be better used to address critical national development needs, such as those in health, education, electricity, roads, and other infrastructural projects for the social, political, and economic well-being of the country are diverted by PEPs and civil servants. The proceeds of such crimes are often times hidden in foreign safe havens or are used for the acquisition of private property within and outside Nigeria.

As a direct response to the situation, ANEEJ has designed a project entitled *Tackling Corruption through Improving Transparency in Property Ownership*. One of the objectives of the project is to develop an on-line platform to map and share information on ownership of property in specific districts of Abuja. The idea is to identify persons who own specific property and determine whether such persons are meeting their tax obligations to the government. To this end, ANEEJ, seeks the service of a renowned web development firm having experience in website design using different platforms.

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

Using the functional specification provided in Annex 4, offerors shall propose how they would go about completing the following:

- Propose a design for, and an approach for the creation of that design and deployment of, the Properti Tracker website.
- Work closely with the ANEEJ team in the interface design.
- Work closely with the ANEEJ team regarding any modification to the functional specification required prior to launching the website.
- Provision of a user's manual for ANEEJ staff to reference and assist a user that finds it difficult to navigate through the platform and access uploaded information.
- Provision of training of a core of up to three ANEEJ staff for at least one half-day.
- Provision of three months of technical support (offeror must indicate number of visits per year).
- Provision of licensing and hosting of the website in an appropriate and secure web location.

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

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

#### **Deliverable No. 1: Pre-Launch of Properti Tracker Platform in the Cloud**

- Link to Properti Tracker website (pre-launch version) which ANEEJ will access to confirm the creation – in line with the functional specifications in Annex 4 – of the home page with subcategories of pages included in the homepage navbar, enabling users to navigate to different pages of the platform and access the information/report uploaded.
- The iREPORT page where stories with pictures and videos are uploaded should be up and running at the stage.

Deliverable No. 2: One Year of Licensing and Hosting.

Evidence demonstrating that the subcontractor has secured licensing and hosting of the MIS site in a appropriate secure cloud/web location for a period of not less than one year.

Deliverable No. 3: Public Launch of Properti Tracker platform

Link to Properti Tracker (post-launch version) which ANEEJ will access to confirm that Properti Tracker is now accessible by the general public and that all pages are in conformity with the functional specifications and the agreed-upon layout and functionality of the ANEEJ-approved pre-launch version of the site. Any amendments, modification, or changes agreed between ANEEJ and the subcontractor to the pre-launch version of Properti Tracker must be incorporated into this version launched for public use.

Deliverable No. 4: Training

Provide training to a core of up to three staff for at least half of one day

Deliverable No. 5: User's Manual

Basic user's manual (including screen grabs) for ANEEJ team to reference and assist a user that finds it difficult to navigate through the platform and access uploaded information.

Deliverable No. 6: Quarterly Project Technical Support Report – April 1, 2018 to June 30, 2018

A two-page report detailing the technical support services provided to the project that quarter and on which dates, issues encountered, and recommendations for follow up.

#### 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	Pre-launch of Properti Tracker platform in the cloud	3 weeks after subcontract signing
2	One Year of Licensing and Hosting	3 weeks after subcontract signing
3	Public Launch of Properti Tracker platform	1 week after approval of Deliverable 1
4	Training	1 week after approval of Deliverable 1
5	User's Manual	1 week after approval of Deliverable 3
6	Quarterly Project Technical Support Report – April 1, 2018 to June 30, 2018	June 20, 2018

\*Deliverable numbers and names refer to those fully described in II.3 above.

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

**FIXED PRICE SUBCONTRACT**

**Between**

**AFRICA NETWORK FOR ENVIRONMENT AND ECONOMIC JUSTICE - ANEEJ.**

**And**

**TBD**

**Hereinafter referred to as the Subcontractor**

**For**

*WEBSITE DESIGN*

**SACE-ISWF CONTRACT NO. 007**

Subcontract number: *SACE-ISWF 002*

Start Date: *TBD*

End Date: *TBD*

**Total Fixed price: *TBD***

ISSUED BY:

Africa Network for Environment and Economic Justice, ANEEJ  
39, Oyaide Street,  
Off Benoni, Off Airport Road,  
GRA, Benin - City.

ISSUED TO: *TBD*

Subcontractor Tax ID Number: *TBD*

Subcontractor DUNS Number: *TBD*

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

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For  
ANEEJ

For  
TBD

By:

By:

---



---

Rev. David Ugolor

{name}

ANEEJ Executive Director

{title of officer}

Date Signed: {insert date}

Date Signed: {insert date}

Place Signed: {insert place}

Place Signed: {insert place}

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



**SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLES SCHEDULE**

**A.1. Background**

TBD

**A.2. Scope of Work**

TBD

**A.3. Deliverables**

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

TBD

**A.4. Deliverables Schedule**

The Subcontractor 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>
TBD	TBD	TBD

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

ANEEJ reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference herein.

ANEEJ may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changes—Fixed Price, which is incorporated by reference herein.

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

**SECTION B. REPORTING AND TECHNICAL DIRECTION**

(a) Only ANEEJ' Executive Director has authority on behalf of ANEEJ to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) Rev. David Ugolor, ANEEJ Executive Director will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The Rev. David Ugolor, ANEEJ Executive Director, or his/her designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Rev. David Ugolor, ANEEJ Executive Director or other authorized project staff member.

### **SECTION C. PERIOD OF PERFORMANCE**

The effective date of this fixed price subcontract is TBD, and the completion date is TBD. The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the Rev. David Ugolor in accordance with the schedule stipulated therein.

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

### **SECTION D. SUBCONTRACT FIXED PRICE, INVOICING AND PAYMENT**

#### **D.1. Subcontract Fixed Price**

As consideration for the delivery of all of the products and/or services stipulated in Section A., ANEEJ will pay the Subcontractor a total of TBD. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. ANEEJ will pay the total price through a series of installment payments. ANEEJ will make each payment subject to Section D.3, below, after Subcontractor's completion of the corresponding deliverable indicated in the following table:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. TBD	TBD
2. TBD	TBD

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

#### **D.2. Invoicing**

Upon technical acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, by the ANEEJ representative identified

herein, the Subcontractor shall submit an original invoice to ANEEJ for payment. The invoice shall be sent to the attention of Rev. David Ugolor, ANEEJ Executive Director and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in Naira, per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

#### D.3. Payment Account Information

ANEEJ shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:

Account name: (INSERT Account name provided by the Subcontractor)

Bank name: (INSERT Subcontractor's bank name)

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

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

#### D.4. Payment

ANEEJ will pay the Subcontractor's invoice within thirty (30) business days after both a) ANEEJ' approval of the Subcontractor's deliverables, and b) ANEEJ' receipt of the Subcontractor's invoice. Payment will be made in Naira, paid to the account specified in Section D.3.

### SECTION E. BRANDING POLICY

The Subcontractor shall comply with the requirements of the USAID "Graphic Standard Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by ANEEJ in writing.

### SECTION F. AUTHORIZED GEOGRAPHIC CODE; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]

(a) The authorized geographic code for procurement of goods and services under this subcontract is USAID Geographic Code 935.

(b) Except as may be specifically approved by ANEEJ, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 —Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from ANEEJ.

(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through ANEEJ:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If ANEEJ determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through ANEEJ and has received payment for such purposes, ANEEJ may require the Subcontractor to refund the entire amount of the purchase.

#### **SECTION G. INTELLECTUAL PROPERTY RIGHTS**

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless ANEEJ and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor's obligation to defend, indemnify, and hold harmless ANEEJ and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to ANEEJ' Prime Contract for infringement of a U.S. patent and ANEEJ and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that ANEEJ, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights,

reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to ANEEJ pursuant to this Subcontract shall become the sole property of ANEEJ.

#### **SECTION H. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS**

The Subcontractor shall defend, indemnify, and hold harmless ANEEJ from any loss, damage, liability, claims, demands, suits, or judgments (“Claims”) including any reasonable attorney’s fees, and costs, as a result of any damage or injury to ANEEJ or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor’s employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by ANEEJ.

#### **SECTION I. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

(a) The Subcontractor shall perform all work, and comply in all respects, with 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. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Section Z, Clauses Incorporated by Reference.

(b) This contract shall be governed and construed under the laws of the Federal Republic of Nigeria, except that subcontract provisions and requirements that are based on U.S. government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the U.S. federal common law of Government Contracts as represented by decisions of the Federal Courts and the Armed Services and Civilian Boards of Contract Appeals of the United States.

(c) The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that Subcontractor’s employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to ANEEJ and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

**SECTION J. PRIVACY OF CONTRACT AND COMMUNICATIONS**

The Subcontractor shall not communicate with ANEEJ’s client in connection with this Subcontract, except as expressly permitted, in writing, by ANEEJ. All approvals required from USAID shall be obtained through ANEEJ.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

- (a) matters the Subcontractor is required by law to communicate to the U.S. Government;
- (b) an ethics or anti-corruption matter;
- (c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or
- (d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

**SECTION K. PROTECTING ANEEJ’S INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS**

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

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

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

**SECTION L. GOVERNING LAW AND RESOLUTION OF DISPUTES**

(a) *Governing law.* This contract shall be governed and construed under the laws of the Federal Republic of Nigeria, except that subcontract provisions and requirements that are based on U.S. government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the U.S. federal common law of Government Contracts as

represented by decisions of the Federal Courts and the Armed Services and Civilian Boards of Contract Appeals of the United States.

*(b) Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on ANEEJ, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that ANEEJ shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by ANEEJ on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold ANEEJ harmless from all costs and expenses incurred by ANEEJ in prosecuting or sponsoring any such appeal.

*(c) Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

*(d) Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

*(e) Limitations.* ANEEJ' entire liability for claims arising from or related to this Subcontract will in no event exceed the total fixed price of the subcontract as listed on the cover page of the Subcontract. Except for indemnification obligations, neither the Subcontractor or ANEEJ will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government, USAID, or Chemonics International Inc. for any claims arising under this Subcontract.

**SECTION M. SET-OFF CLAUSE**

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

**SECTION N. ASSIGNMENT AND DELEGATION**

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

**SECTION O. ORGANIZATIONAL CONFLICTS OF INTEREST**

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying ANEEJ of such potential conflict of interest and receiving ANEEJ written approval to undertake such activities.

**SECTION P. GRATUITIES AND ANTI-KICKBACK**

(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a ANEEJ supplier.

(b) By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

**SECTION Q. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224**

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

**SECTION R. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)**

Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at



<http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this subcontract.

#### **SECTION S. COMPLIANCE WITH U.S. EXPORT LAWS**

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to ANEEJ' prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by ANEEJ. Subcontractor agrees to indemnify, hold harmless and defend ANEEJ for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against ANEEJ as a result of Subcontractor's non-compliance with this provision.

#### **SECTION T. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS**

Subcontractor represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), as well as the a) UN Convention against Corruption (UNCAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person;  
or

- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Subcontract "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the "government" includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

#### **SECTION U. SUBCONTRACTOR PERFORMANCE STANDARDS**

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

(b) ANEEJ reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.

(c) ANEEJ will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:

- 1) Business meetings between the subcontract team, ANEEJ and/or USAID
- 2) Feedback from key partners
- 3) Site visits by ANEEJ personnel
- 4) Meetings to review and assess periodic work plans and progress reports
- 5) Reports

#### **SECTION V. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS**

This Subcontract and Subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

**SECTION W. REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, ANEEJ is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

(b) Subcontractor's Responsibility to Report Identifying Data.

**Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6.** If the Subcontractor maintains a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the "FSRS Reporting Questionnaire and Certification" found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify ANEEJ and shall submit to ANEEJ within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/or data reporting was impractical. Contractual remedies may apply unless ANEEJ concurs with the documented impracticality of registration.

(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to ANEEJ or the Subcontractor demonstrates to ANEEJ that its System for Award Management record has been updated. In addition to contractual remedies, ANEEJ may make the Subcontractor's failure to comply with the reporting requirements a part of the Subcontractor's performance information record.

SECTION X. MISCELLANEOUS

- (a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION Y. INSURANCE REQUIREMENTS

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all its operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to ANEEJ. Upon request from ANEEJ, the Subcontractor shall furnish ANEEJ with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to ANEEJ. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of ANEEJ.

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by ANEEJ under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

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

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

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

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

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

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

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

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by ANEEJ.

(ii) The USAID Mission Director through ANEEJ, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

## Section YY Security

### (a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

### (b) Access to ANEEJ’s Facilities – Security Requirements

Subcontractor’s access to property under ANEEJ’ control is subject to compliance with ANEEJ’ security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to ANEEJ’ facilities. When present on ANEEJ’ property, or when ANEEJ is providing transportation, the Subcontractor agrees that its employees will comply with ANEEJ’ security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with ANEEJ to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by ANEEJ personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to ANEEJ Chief of Party or his/her designee.

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

**SECTION Z FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS**

**Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract.

**Z.2 GOVERNMENT SUBCONTRACT**

- (a) This Subcontract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:
  - 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
  - 2. "Contract" means this Subcontract.
  - 3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for ANEEJ' government prime contract under which this Subcontract is entered.

4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom ANEEJ is contracting, acting as the immediate subcontractor to ANEEJ.
5. "Prime Contract" means the contract between ANEEJ and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

### **Z.3 NOTES**

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "ANEEJ" for "Government" or "United States" throughout this clause.
2. Substitute "ANEEJ Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ANEEJ" after "Government" throughout this clause.
4. Insert "or ANEEJ" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through ANEEJ.
6. Insert "and ANEEJ" after "Contracting Officer", throughout the clause.
7. Insert "or ANEEJ Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

### **Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

The Subcontractor agrees that upon the request of ANEEJ it will negotiate in good faith with ANEEJ relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as ANEEJ may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

### **Z.5 PROVISIONS INCORPORATED BY REFERENCE**

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation.

**The following Federal Acquisition Regulation (FAR) clauses apply to this Subcontract as indicated:**

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)



Clause Number	Title	Date	Notes and Applicability
<a href="#">52.203-5</a>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.203-7</a>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.209-2</a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.209-10</a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.215-20</a>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<a href="#">52.215-21</a>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010	(Note 2 applies)
<a href="#">52.217-8</a>	OPTION TO EXTEND SERVICES	NOV 1999	Insert “30 days” as <i>the period of time within which ANEEJ may exercise the option.</i> (Notes 1 and 2 apply.)
<a href="#">52.217-9</a>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<a href="#">52.222-29</a>	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
<a href="#">52.222-50</a>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<a href="#">52.223-6</a>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<a href="#">52.223-18</a>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies if this Subcontract > \$3,000. (Note 8 applies.)
<a href="#">52.225-13</a>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<a href="#">52.225-14</a>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<a href="#">52.227-14</a>	RIGHTS IN DATA - GENERAL	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<a href="#">52.228-3</a>	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<a href="#">52.228-4</a>	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<a href="#">52.229-6</a>	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003	Applies to Fixed Price Subcontracts of any value.
<a href="#">52.233-3</a>	PROTEST AFTER AWARD  Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that ANEEJ’ client has directed ANEEJ to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, ANEEJ may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	“30 days” means “20 days” in paragraph (b)(2). Note 1 applies except the first time “Government” appears in paragraph (f). In paragraph (f) add after “33.104(h) (1)” the following: “and recovers those costs from ANEEJ”.

Clause Number	Title	Date	Notes and Applicability
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"Contracting Officer" means "ANE EJ" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes ANEEJ. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "ANE EJ" and except in paragraphs (d)(2) and (g) where the term includes ANEEJ.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

**The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:**

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS		The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE		The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by ANEEJ to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)

Clause Number	Title	Date	Notes and Applicability
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

## **Z.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts**

**Subcontractor Name:**

**Subcontract or Sub-Task Order Number:**

**Subcontract or Sub-Task Order Start Date:**

**Subcontract or Sub-Task Order Value:**

The information in this section is required under FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" to be reported by prime contractors receiving federal contracts through the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). **As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more, unless exempted from reporting by a positive response to Section A.**

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

Yes  No

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

(i) **Subcontractor DUNS Number:**

(ii) 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

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

The information provided above is true and accurate as of the date of execution of the referenced Subcontract or Sub-Task Order. Annual certification is required for information provided in paragraph v) above.

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

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

## **Z.7. REPRESENTATIONS AND CERTIFICATIONS**

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

certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify ANEEJ in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

[End of Subcontract]

**Annex 1      Cover Letter**

[Offeror: Insert date]

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

Reference:      Request for Proposals [Insert name and number]

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

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

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

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

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

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

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

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

Sincerely yours,

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



[Offeror: Insert name of your organization]

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

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

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this, 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.

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

Offeror's Names  
RFP TITLE  
RFP #

No.	Description	Quantity	Unit	Frequency	Unit	Cost per unit	Total
<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 -
Sub Total							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
Sub Total							Rp 400,000
<b>3</b>	<b>Distribution Management</b>						
	PIC	1	pack	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 400
<b>GRAND TOTAL</b>							<b>Rp 877,100</b>

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

### Annex 3 Required Certifications

#### EVIDENCE OF RESPONSIBILITY

##### 1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

##### 2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

##### 3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to ANEEJ 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: \_\_\_\_\_

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

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

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

