

29.02.2024

Request for Quotation (RFQ) – goods or services

Subject RFQ #:	217810-RFQ24-Comms-001
RFQ Issue Date:	March 4, 2024
Terms of Reference / Specifications:	Marketing and Communications Company
Project	The USAID Financial Innovation Program
The Company	Palladium Group Georgia
Country of Performance	Georgia
Closing Date and Time	COB March 30, 2024
Contact Person	Mariam Latsabidze
Details for Submission	Submissions should be emailed to procurement217810@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the USAID Financial Innovation Program, Palladium invites you to submit a quote for the Goods or Services listed below. Your quote must be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact me by e-mail procurement217810@thepalladiumgroup.com

Yours sincerely,

Nino Olgesashvili
Director of Finance Admin and Grants

Terms and conditions

1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

17. Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Purpose

The purpose of this RFQ is to select a Marketing and Communications company to create and develop communications products for the USAID Financial Innovation Program. For comprehensive specifications and detailed requirements, please refer to the Scope of Work section.

Type of Contract

IDIQ contract

Anticipated Contract Term

April 1, 2024 – March 31, 2025

Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

The purpose of the USAID Financial Innovation Program is to increase the flow of diversified investment resources and innovative financial products into Georgia's private sector to expand businesses, create jobs, and attract additional private investment. The Program sets out to achieve this through a holistic approach that:

- Strengthens the financial market's regulatory environment, infrastructure, and institutions, while leveraging innovations in financial technology (fintech);
- Stimulates the market for equity and quasi-equity instruments and supports finance providers to offer an expanded set of innovative and diversified financial products and services tailored to Georgian startups and high-potential small and medium enterprises (SMEs); and
- Supports Georgian businesses to access fit-for-purpose financing instruments through a network of professional transaction advisors.

The Program focuses primarily, but not exclusively, on expanding access to finance for startups and SMEs with high potential for employment generation. It also places an emphasis on non-traditional finance providers. Furthermore, it envisions the establishment of a catalytic, blended finance Investment Mobilization Platform (IMP) (described in more detail in Outcome 3.1) to de-risk and leverage innovation and risk-taking. Relatedly, the Program is being implemented using adaptive management, enabling it to adapt its activities and targets in response to changes in the political and economic landscape that arise during implementation.

The Project

The USAID Financial Innovation Program's purpose is to increase the flow of diversified investment resources and innovative financial products into Georgia's private sector in order to expand businesses, create jobs, and attract additional private investment.

Timeline

Submissions for this program are due not later than March 30, 2024. Quotations must be valid for at least 30 days and once contracted, for the duration of the contract.

Scope of Work and Standards

The Marketing company will be responsible for creating high resolution marketing and communication materials/products for the USAID Financial Innovation Program:

- Video clips about Program interventions (4) – High-resolution videos for social media platforms should be limited to 3 minutes and should provide a vivid depiction of program events or activities.

Two videos may incorporate graphics to illustrate specific processes. Each video should be in Full HD and include sound bites, a voiceover in some cases, along with the placement of logos and the USAID Bumper, as well as graphical text. The video production team should include cameramen, an editor, and a producer, who will coordinate the video shooting process. Each video production will require the use of high-tech equipment, such as lighting equipment, various lenses tailored to specific needs, different tripods, and a handheld camera for moving shots. All videos should have subtitles in Georgian and English languages, with translations provided by the company. The script and scenario should be developed collaboratively with the USAID Financial Innovation Program Communications Manager. Travel within the region may be necessary for one video clip. Each video should be finalized and delivered to the program team within a maximum of 10 working days.

- Write and publish articles/news on the prominent, primarily business-focused online media platforms covering the Program's initiatives (6-7). Preferred platforms include BM.ge, Ipn.ge, Marketer.ge, enterprenur.ge, forbes.ge, Investor.ge and others.
- Provide electronic video format files (7) of media appearances, which include studio visits by Program representatives to TV channels, as well as coverage of particular events. Out of the 7 media appearances, 2 may be in the region. Priority should be given to placement on business-focused TV programs such as BMG, Business Partner at GPG, Business Formula and etc.

Marketing company should coordinate closely with the USAID Financial Innovation Program Communications Manager to ensure that all materials align with program objectives and USAID Guidelines. The company should maintain open communication for feedback and revisions. Include provisions for a reasonable number of revisions per deliverable.

The company agrees: (i) that the ownership of the materials to the USAID Financial Innovation Program stays with the Program; (ii) to provide the files in suitable formats, as required; (iii) to meet agreed-upon project deadlines for each design task.

Pricing:

Applicants must provide pricing for each activity in a manner that is quantifiable and directly applicable to each type of deliverable. Cost of each deliverable will be considered when evaluating proposals as stated below in the Evaluation and Award Process section of this RFP.

Evaluation and Award Process:

I. Experience: The company must have a minimum of 3 years of working experience in producing and implementing communications activities for international organizations.

II. Technical Skills: The company should provide details of team members and a portfolio of examples that showcase their ability to achieve marketing objectives.

The assessment process will include reviewing the submitted portfolio and the demonstrated experience in creating specified communications products. Additionally, the evaluation will take into account cost-effectiveness, with an emphasis on securing competitive pricing. The company should also present an action plan indicating delivery timelines, which will be an important consideration.

Portfolio/past experience	40%
Delivery timelines	40%
Lowest Price	20%

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Instructions to the Offerors

The following items are required to be submitted as part of the proposal:

- 📎 Past Experience Information/Capability Statement
- 📎 Past Performance Information and Reference Information (Contact/Program Name etc)
- 📎 Detailed Budget
- 📎 Delivery timelines
- 📎 Signed Certifications: Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act]

Attachments

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

- 📎 Due diligence form(s)
- 📎 Business Partner Code of Conduct
- 📎 Certifications: Terrorism, Anti-Kick Back, Debarment, FCPA – Mandatory for all Procurements

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process and may be required to submit for USAID Partner Vetting.

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: ...

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card) ...

Home address for individual or owner/managing director, phone number, and email address: ...

Identify card / Passport: ...

Nationality: ... Date of birth: dd/mm/yyyy

Telephone: ... E-mail: ...

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship Partnership Corporation Non Profit Other

If other, please specify below:

...

b Is this organisation registered? If so, please note the country and registration number below Yes No

...

d Is the entity an organisation listed on a public stock exchange? If so, please provide relevant details below. Yes No

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management or controlling interest in your organisation? If so, provide details and level of interest below. Yes No

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term "Principal" includes, but is not limited to, the executive officers, partners, owners, directors, trustees or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an institutionalized Financial and internal controls policy? If so, please attach or provide details below. Yes No

...

Does the organisation have an occupational health and safety (OHS) policy? If so, please attach or provide details below. Yes No

...

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are currently, or have been during the last two years, a Public Official (as that term is defined in Part 7 below)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Your organisation employs a current Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

...

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes No

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes No

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation?

Yes No

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

...

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

Certification

I hereby certify that:

To the best of my knowledge, all information in this response is truthful, correct and complete; I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010;

Australian Criminal Code;

U.S. Foreign Corrupt Practices Act;

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises, or any part of a government. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Data Collection Notice

If you are completing this form for yourself as an individual, then you acknowledge the following. If you are completing this form for an organisation (whether a company, trust, charity or similar), you acknowledge that you have obtained consent to the following from the relevant individuals.

Palladium is committed to the protection of personal information and compliance with relevant data protection and privacy laws. The information requested by this form is collected directly from you to assess your suitability, or that of a relevant individual, to provide services to Palladium, its clients and/or any of its projects. The information we will collect pursuant to this due diligence exercise is as outlined in this form, but we may also obtain information through an investigative report, which may draw on public registers, interviews or public media. We collect this information on the legal basis of your consent, and then will later use it for the performance of any contract with you or for the performance of any relevant contract with our clients.

This information may be shared with any of Palladium's related companies or relevant clients where such sharing is a) required by a relevant law, our contract with you or with our clients; or b) permitted by a relevant data protection law. Where sharing is with related companies, such related companies will comply with Palladium data protection guidelines.

This information may be provided to our offices/related companies overseas, subject to such overseas offices/related companies being bound by the same data protection standards as the office or company to which you provide the information and provided also that such transfer of information is required as part of fulfilling the purpose of or reasons for the provision of the information, or for the performance of any subsequent contract. An example of this might be that the relevant decision maker or individual involved in the decision is based in another location. Further details are available at <http://thepalladiumgroup.com/legal/our-policies>.

The information you provide will be used to a) make an informed assessment about whether Palladium can enter into an agreement with you or your organisation, b) manage your contract and services with Palladium in the event we enter into an agreement with you, or c) assess certain internal diversity and inclusion metrics. If you do not provide your data or consent to processing by us then we cannot assess your suitability to enter into a contract with you.

Depending on your country of residence, you may have certain data protection or privacy rights. You can find details, including our retention guidelines, at <http://thepalladiumgroup.com/legal/our-policies>. Privacy or data protection queries can be directed to Privacy@thepalladiumgroup.com

Signature:

Name: ...

Title: ...

Date: ...

Business Partner Duty of Care Checklist

Palladium expects that contracted business partners will achieve a standard of Duty of Care management that is similar to our own. We measure compatibility through this checklist, which is to be completed by the appropriate business partner representative prior to agreement to work with the partner. Where Duty of Care requirements cannot be met the Business Partner responsible person is required to disclose such to Palladium. Palladium will then work with the business partner to resolve identified issues.

Any changes to Duty of Care responsibilities will be reflected in the contract agreement. Please complete the below checklist and provide supporting documentation where appropriate.

Name of Business Partner: ...

Completed by (name and title): ...

Date: ...

1. Development of Policies and Procedures

Is the partner current on national occupational health and safety requirements where any individuals contracted or employed by the partner will be assigned'?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner hold incident management policies and procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner maintain Business Continuity plans and contingencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner maintain insurance, indemnity and medical coverage to include emergency extraction?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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2. Risk Assessment

Does the partner perform and maintain a dynamic risk assessment?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner determine the individual's medical, psychological and social fitness for travel?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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3. Communicating, Educating & Training Representatives

Does the partner provide pre-travel briefings to travellers and receive written acknowledgement that the individual understands and accepts the risks?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner provide a Visitor Guide to cover information on visa process, travel, Bank account etc. to work and stay in the intended country?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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4. Maintaining contact

Can the partner locate and communicate with the individual during an emergency?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Can the partner locally manage employees or others during incidents or crisis?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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5. High or Extreme Threat Deployments

The following are specific additional requirements for High and Extreme threat deployments.

Does the partner maintain a system for the traveller to have secured (safe) copies of essential travel documents, medical information, emergency contact information, and insurance contact information?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner provide a fit-to-travel medical evaluation?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner provide drivers, vehicles and PPE (Personal Protective Equipment) as appropriate?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner provide access to periodic health checks and vaccinations?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner maintain a list of secure transportation, hotel facilities and accommodation?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner require HEAT training to travellers?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Does the partner provide a 24-hour point-of-contact for relevant up-to-date information?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comment / Actions
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Approved and Submitted by:

Signature	Name:	Title/Role:	Date:

Approver must be different from the individual who completed the checklist.

ARBP PC01 GL01 TL09 Certifications and Representations

Subcontracts Under Prime Contracts with USAID

To be completed by prospective subcontractor.

1. Certification Regarding Debarment and Suspension

- (1) Subcontractor certifies to the best of its knowledge and belief that it and its “principals” (as defined below):
 - a. Are not presently debarred, suspended, proposed for disbarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have not within a three-year period preceding this Subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. of this certification;
 - d. Have not, within a three-year period preceding this Subcontract, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied; and
 - e. Have not within a three-year period preceding this Subcontract had one or more contracts terminated for default by any Federal agency.
- (2) “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).
- (3) Subcontractor shall not enter into any lower-tier subcontract in excess of \$35,000 with a subcontractor that is debarred, suspended, or proposed for debarment by any U.S. executive agency, unless approved in advance by the Company.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: ...
Authorized Representative ...
Name (print)
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...

2. Certification Regarding Lobbying

By signing this contract, Subcontractor certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any US agency, a member of US Congress, an officer or employee of US Congress, or an employee of a member of US Congress on Subcontractor’s behalf in connection with the awarding of this Subcontract or awarding, making, entering into, extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Subcontractor with respect to this Subcontract, Subcontractor shall complete and submit to the Company OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Subcontractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: ...
Authorized Representative
Name (print) ...
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...

3. Certification Regarding Terrorist Financing

By signing and submitting this application, the Subcontractor provides and is bound by the certification set out below:

1. Subcontractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Subcontractor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

2. The following steps may enable Subcontractor to comply with its obligations under paragraph 1:

- a. Before providing any material support or resources to an individual or entity, Subcontractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by the Company to Subcontractor.
- b. Before providing any material support or resources to an individual or entity, Subcontractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Subcontractor should refer to the consolidated list available online at the Committee's website: https://www.un.org/sc/suborg/en/sanctions/1267/faq_sanctions_list.
- c. Before providing any material support or resources to an individual or entity Subcontractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. Subcontractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or

identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

- i. "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - ii. "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
- b. "Terrorist act" means-
- i. an act prohibited pursuant to one of the 19 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <https://www.un.org/sc/ctc/resources/international-legal-instruments/>); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Subcontractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. Subcontractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Subcontractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Subcontractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Any violation, notified or discovered, of this Certification prior to completion of the Subcontract work shall be grounds for voidance of the Subcontract in its entirety by the Company and no costs shall be recoverable by the Subcontractor. Any violation of this Certification, notified or discovered after any of the Work has been performed under this Subcontract, shall result in immediate termination of this Subcontract by the Company and no payments for any Work performed or goods delivered prior to such termination shall be made without express written approval of USAID.

Business Name: ...
Authorized Representative
Name (print) ...
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...

4. Certification of Compliance with Laws and the U.S. Foreign Corrupt Practices Act

Subcontractor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Contractor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Contractor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may, if taken by a U.S. person, violate the FCPA.

Accordingly, Contractor hereby agrees that:

1. Contractor will not employ a person who is a governmental official or employee, including employees of government owned or government-controlled corporations, agencies or bodies.
2. Contractor will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Contractor and its business in contravention of the FCPA or other applicable laws.
3. Contractor will immediately advise the Company in writing in the event that any person employed by or associated with Contractor becomes such government official, political party official or candidate.
4. Contractor shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification) and shall provide to the Company evidence of such compliance upon simple request.
5. Contractor shall provide the Company and/or its representatives, with access to financial records and supporting documentation to demonstrate the existence of normal and anticipated payment patterns and financial arrangements as well as transparency in expenses and accounting records related to transactions arising out of this Application.
6. Contractor understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, the Company shall have the right to terminate any Agreement with immediate effect upon written notice to Contractor, without penalty or liability of any nature whatsoever.

Business Name: ...

Authorized Representative
Name (print) ...

Authorized Representative Title
(print) ...

Authorized Representative
Signature

Date ...

5. Certification Regarding Trafficking in Persons Compliance Plan

If any portion of the Subcontract is (i) for supplies (other than commercially available off-the-shelf items as defined in FAR 52.222-50) acquired outside the U.S. or services to be performed outside the U.S., and (ii) has an estimated value that exceeds \$500,000, Subcontractor certifies as follows regarding that portion of the Subcontract:

- (a) Subcontractor has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at FAR 52.222-50, Combatting Trafficking in Persons, and to monitor, detect, and terminate any agent, lower-tier subcontract or lower-tier subcontractor employee engaging in any such prohibited activities; and
- (b) After having conducted due diligence, either –
 - (i) To the best of Subcontractor's knowledge and belief, neither it nor any of its proposed agents, lower-tier subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in FAR 52.222-50(b) have been found, Subcontractor or the proposed lower-tier subcontractor has taken the appropriate remedial and referral actions.

Business Name: ...
Authorized Representative ...
Name (print)
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...