

This template is for **Request for Proposals (RFP)** issued under cooperative agreements. RFPs are used to solicit proposals from potential offerors for procurement of goods and services needed to carry out the project when such goods and services are obtained for Chemonics' own use and are ancillary to the operation of the cooperative agreement. Prior to issuing the RFP, please complete [a Sub-Recipient or Contractor Determination Form](#) available in Chemonics' Global Quality Management System (GQMS) which addresses the requirements of 2 CFR 200.330 to document whether the prospective partner is determined to be a subrecipient or a contractor. Only if a procurement relationship is determined to be appropriate based on the results of the form, can the project move forward with drafting and releasing the RFP. This template contains various instructions for the preparation of the RFP. Please delete these instructions once the RFP is final and before issuing it. Boxes in grey are fields that need to be completed with information specific to the project and individual RFPs. There are also links to other GQMS documents that need to be downloaded and included in this RFP every single time an RFP is prepared to ensure that current document versions are used. If you have any questions, please contact your PMU or the Cooperative Agreements team in the Grants Department.

Please note the following points:

- Contracting under cooperative agreements is primarily governed by [Standard Provisions](#) and [2 CFR 200](#). The Federal Acquisition Regulation (FAR) and the USAID Acquisition Regulation (AIDAR) do not apply to cooperative agreements (except for FAR Part 31), however Chemonics utilizes those principles to guide contracting implementation under both prime contracts and cooperative agreements. Also, in many cases similar policies exist in the Standard Provisions and 2 CFR 200.
- Representations and Certifications and flow-down clauses – not all FAR-required certifications and flow-down clauses are applicable for contracts under cooperative agreements. The templates on the Cooperative Agreement landing page contain the certifications and required flow-down clauses for contracts under cooperative agreements.
- Trafficking and Harassment – while FAR clause, 52.222-50 (Combating Trafficking in Persons) is not applicable under cooperative agreements, project teams should ensure all contractors adhere to the mandatory standard provision entitled “Trafficking in Persons.”
- Certified cost or pricing data and the Certificate of Current Cost or Pricing Data, which are typically obtained during negotiations with subcontractors, are not required for contracts under cooperative agreements.
- While fixed-price contracts and purchase orders are most commonly used contracting vehicles in the field offices, in the rare case that a cost-reimbursable-type contract is issued, additional variances may apply on topics such as personnel and workweek requirements, travel approvals, etc., as further described in the [“Policy Manual Variances Between Contracts and Cooperative Agreements”](#) document on the Cooperative Agreements landing page.
- If contractors are procuring equipment (which is rare – best practice is for this to be done by Chemonics directly), they must follow the procurement eligibility guidance in the “USAID Eligibility Rules” Standard Provision, as well as the property management guidance in [2 CFR 200.310-316](#) and the “Title To and Use of Property” Standard Provision.
- Nonprofit contractors under cooperative agreements should follow the cost principles in 2 CFR 200, Subpart E.
- The project technical team should provide significant input to the RFP, particularly in drafting the detailed scope of work, which should include a clearly identified purpose as well as technical qualifications successful offeror must meet and evaluation criteria all proposals will be evaluated again. The more specific your RFP is, the more targeted the proposals will be.
- It is a best practice to provide detailed instructions and clear proposal and budget templates to offerors. This will result in better proposals in a standard format that facilitates the review and negotiation process.
- Please note that you should adapt the RFP to your audience to make sure the language is not overly complex. This includes researching the universe of potential offerors and adapting the solicitation accordingly. This will greatly help streamline the solicitation and proposal process.

**Request for Proposals # RFP-HSEA-2023-003**

HSEA Training Needs Assessment

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under Higher Secondary Education Activity (HSEA) Cooperative Agreement No. 72038823CA00007, issuing a Request for Proposals (RFP) to participate with HSEA to carry out a Training Needs Assessment (TNA). The attached RFP contains all the necessary information for interested Offerors.

HSEA is a five-year project financed by USAID and implemented by Chemonics International. Chemonics, with its partners BacBon Limited and Michigan State University College of Education, is working under the guidance of Ministry of Education's Directorate of Secondary and Higher Education. This project is funded by USAID. The target population are teachers, principals, vice principals and education officers and governing body members pertaining to ensuring the congenial environment for learning of the students at higher secondary level. HSEA is driven by its commitment to introduce innovative teaching learning methods, foster academic excellence, and cultivate the untapped potential of our nation's young minds. Through a series of comprehensive programs and initiatives, it endeavors to bridge educational gaps, empower teachers and students, and chart a path towards a brighter and more intelligent future for Bangladesh. Through collaborative efforts and strategic planning, the project is committed to making a positive impact on the educational landscape of the country.

This TNA will have a deep look at the issues and answer several crucial questions based on extensive practical data collected from a range of key stakeholders on how to enhance teacher's instructional and management skills and influential leadership capacity in principals and education leaders.

To express interest in submitting a proposal for this contract, interested agencies or consulting firms are requested to send an email confirming their intention to the Finance and Operations Director at [ahossain@chemonics.com](mailto:ahossain@chemonics.com) by 5:00 PM Bangladesh Standard Time on December 24, 2023. Any inquiries can also be directed to this email address.

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

Sincerely,

Finance and Operation Director  
USAID's Higher Secondary Education Activity

Request for Proposals

RFP # RFP-HSEA-2023-003

For the provision of

Conducting a Training Needs Assessment

Contracting Entity:

Chemonics International Inc.  
bti Celebration Point, Plot# 3 & 5, Level# 4, Road# 113/A  
Gulshan 2, Dhaka 1212, Bangladesh

Funded by:

United States Agency for International Development (USAID)

Funded under:

Bangladesh Higher Secondary Education Activity  
Cooperative Agreement No. 72038823CA00007

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

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

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

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

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

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

Please contact HSEA Chief of Party [frowand@chemonics.com](mailto:frowand@chemonics.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to [BusinessConduct@chemonics.com](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

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### List of Acronyms

AO	USAID Agreement Officer
AOR	USAID Agreement Officer's Representative
COP	Chief of Party
CFR	Code of Federal Regulations
CLMS	Comprehensive learning management system
CV	Curriculum Vitae
DSHE	Directorate of Secondary and Higher Education
EO	Education Officer
ELP	Engaged learning pedagogy
EMIS	Education Management Information System
FGD	Focus Group Discussion
GESI	Gender equality and social inclusion
GoB	Government of Bangladesh
HSE	Higher secondary education
HSEA	Higher Secondary Education Activity
HSTTI	Higher secondary teacher training institute
ICT	Information and Communication Technology
MSU	Michigan State University
MoE	Ministry of Education
M&E	Monitoring and Evaluation
NAEM	National Academy for Educational Management
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
P	Principals
RFP	Request for Proposals
T	Teacher
TNA	Training Needs Assessment
UEI	Unique Entity ID
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Bangladesh	USAID Mission in Bangladesh
USG	U.S. Government
VAT	Value Added Tax
VP	Vice-principal

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

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

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Higher Secondary Education Activity (HSEA), under cooperative agreement number 72038823CA00007 is soliciting offers from companies and organizations to submit proposals to participate with HSEA to carry out a Training Needs Assessment (TNA).

Chemonics International with its partners BacBon Limited and Michigan State University College of Education is working under the guidance of Ministry of Educations' Directorate of Secondary and Higher Education. This project is funded by USAID. The target population are teachers, principals, vice principals and education officers and governing body members pertaining to ensuring the congenial environment for learning of the students at higher secondary level. HSEA is driven by its commitment to introduce innovative teaching learning methods, foster academic excellence, and cultivate the untapped potential of our nation's young minds. Through a series of comprehensive programs and initiatives, it endeavors to bridge educational gaps, empower teachers and students, and chart a path towards a brighter and more intelligent future for Bangladesh. Through collaborative efforts and strategic planning, the project is committed to making a positive impact on the educational landscape of the country.

HSEA wants to develop a training modality/package which would best suit the requirement of teachers and education leaders to empower teachers and education leaders to be exemplary role models to scaffold learners in engaging in the active learning process at Higher Secondary level. This TNA will have a deep look at these issues and answer several crucial questions based on extensive practical data collected from a range of key stakeholders on how to enhance teacher's instructional and management skills and influential leadership capacity in principals and education leaders. Education materials and online content will be uploaded to a Comprehensive Learning Management system. Additionally, the program will foster peer engagement by connecting teachers and leaders with Professional Learning Communities.

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.

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

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

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

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

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

Emailed offers must be received no later than 05:00 PM Bangladesh Standard Time on December 31, 2023, at the following address:

Anowar Hossain  
HSEA Finance and Operations Director  
[ahossain@chemonics.com](mailto:ahossain@chemonics.com)

Faxed offers will not be considered.

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

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

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

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

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

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

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not refer 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 the documents and sections included in I.4.A and I.4.B.

### **A. General Requirements**

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Bangladesh upon award of the contract.
- (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 Bangladesh at the time the contract is signed.

- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a contract valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.<sup>1</sup>

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

## **B. Required Proposal Documents**

### **1. Cover Letter**

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. UEI Number
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.
  - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. A template is provided in Annex 3 "Required Certifications".
  - e) Applicable documents listed in I.4.A.

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

### **2. Technical Proposal**

The technical proposal shall comprise the following parts:

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

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<sup>1</sup> If Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform> Further guidance on obtaining a UEI number is available from Chemonics upon request.

Detailed technical proposal demonstrating organization's understanding of the study requirements and proposed approach of the needs analysis/evaluation. The proposal will be assessed based on robust, appropriate (actionable, sensitive, responsible) methodology to achieve the study requirements.

Technical proposal must also include understanding of the deliverables and activities to be implemented, describing proposed approach to project management, providing a complete workplan with timeline (as per the deliverables schedule mentioned below) and delivering the outputs on time and within budget.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 3 and 5 pages long but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

- a) Key Position: Team Lead

Major Responsibilities: To lead the entire team, coordinating both teachers professional and leadership development related research activities to carry out the TNA.

Qualifications: Preferably PhD in Education, Social Science or any relevant subject. Extensive experience in curriculum development, capacity development for teachers and educational leaders, designing, conducting and managing TNA/situation analysis; strong knowledge on blended teaching and learning approach; proven inter-personal communication skills

- b) Key Position: Expert (teachers' professional development)

Major Responsibilities: To coordinate and conduct teachers' professional development related research activities focusing on three mentioned objectives of this TNA,

Qualifications: PhD/Masters in Education, Social Science or any relevant subject. Extensive experience in curriculum development, assessment; capacity development for teachers; designing, conducting and managing TNA/situation analysis; facilitating teachers training; strong knowledge on blended teaching and learning approach; proven inter-personal communication skills; Experience of conducting similar research in the last 5 years;

c) Key Position: Expert (educational leadership development)

Major Responsibilities: To coordinate and conduct teachers' professional development related research activities focusing on three mentioned objectives of this TNA,

Qualifications: PhD/Masters in Education, Social Science or any relevant subject. Extensive experience in curriculum development, capacity development for educational leaders; designing, conducting and managing TNA/situation analysis; facilitating leadership training; strong knowledge on blended teaching and learning approach; proven inter-personal communication skills; Experience of conducting similar research in the last 5 years.

d) Key Position: Project Manager

Responsibilities: Serves a primary contact between Chemonics and the Offeror and provides updates to Chemonics as requested. Oversees implementation of the work plan for the Subcontract's scope of work. Coordinates with Offeror's proposed staff to ensure timeliness and quality of deliverable submissions.

Qualifications: At least 10 years of professional experience, with at least 7 years working in education/any relevant field. Advanced University degree in education/ social science/ business. Demonstrated experience in managing teams and education/development projects, as well as conducting training need assessment preferred.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 3 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.

Chemonics reserves the right to check for additional references not provided by the offeror.

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

### 3. Cost Proposal

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

The price of the contract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after the 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 BDT. See Annex 2 for a sample cost structure.

Because HSEA is a USAID funded project and is implemented under a bilateral agreement between the Bangladesh and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal. In accordance with the agreement under which this procurement is financed, Chemonics is exempt from payment of taxes, VAT, tariffs, duties, or other levies imposed by the Bangladesh government. Offerors must include taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Bangladesh as a separate cost line. Chemonics will provide the successful offeror with a VAT coupon for VAT amount. VAT coupon will be issued upon submission of a Mushok-6.3.

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

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

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

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

Any contract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Codes 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Bangladesh.

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 the 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 announcement	18/12/23
RFP published	18/12/23

Deadline for written questions	23/12/23
Answers provided to questions/clarifications	24/12/23
Proposal due date	31/12/23
Contract award (estimated)	07/01/24

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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to Anowar Hossain, HSEA Finance and Operations Director, [ahossain@chemonics.com](mailto:ahossain@chemonics.com) no later than 12:00 PM Bangladesh Standard Time on December 23, 2023. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

**Proposal Submission Date.** All proposals must be received by 05:00 PM Bangladesh Standard Time on December 31, 2023. Late offers will be considered at the discretion of Chemonics.

**Contract Award (estimated).** Chemonics 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 90 calendar days after the proposal deadline.

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

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

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. 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, Chemonics will use the following evaluation criteria and sub-criteria:

<b>Evaluation Criteria</b>	<b>Evaluation Sub-criteria</b>	<b>Maximum Points</b>
<b>Technical Approach, Methodology, and Detailed Work Plan</b>		
	Technical know-how: Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the TNA as stated in the Scope of Work and respond to the objectives of the project as stated in the Scope of Work?	15 points
	Approach and Methodology: Chemonics will assess whether the proposed TNA approach, detailed activities, and suggested timeline fulfill the requirements of the Scope of Work effectively and efficiently.	20 points
	Sector Knowledge: Chemonics will assess whether the proposal demonstrates the offeror's knowledge related to high secondary education referring to curriculum, teaching and learning practices, teacher development, and capacity building of educational leaders, and blended training/learning approach.	20 points
<b>Total Points – Technical Approach</b>		<b>55 points</b>
<b>Management, Key Personnel, and Staffing Plan</b>		
	Personnel Qualifications: Chemonics will evaluate the CVs of the proposed team members and evaluate if they have the experience and capabilities to carry out the TNA.	20 points
<b>Total Points – Management</b>		<b>20 points</b>
<b>Corporate Capabilities, Experience, and Past Performance</b>		
	Company Background and Experience: Chemonics will evaluate whether the company experience is relevant to the TNA Scope of Work.	15 points
	Chemonics will assess the past performance of the Offerors by contacting 3 references provided by Offeror to determine past performance for similar assignment.	10 points
<b>Total Points – Corporate Capabilities</b>		<b>25 points</b>
<b>Total Points</b>		<b>100 points</b>

Evaluation points will not be awarded for 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. Chemonics will award a contract to the offeror whose proposal represents the best value to Chemonics and the HSEA. Chemonics may award a higher priced offeror

if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

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

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

### **I.10. Terms of Contract**

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

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

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

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

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

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

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

The key focus of Higher Secondary Education Activity (HSEA) project is to improve the overall educational environment in terms of teaching-learning approaches and effective monitoring and mentoring procedures for ensuring quality education at higher secondary level. So, the prime goal for this Training Needs Assessment (TNA) will be to find out gaps and needs in existing Continuous Professional Development practices for college teachers and principals/vice-principals/ education

leaders to plan future courses to build their capacity in necessary skills, values and hence competencies to improve the quality of teaching at higher secondary level.

In Bangladesh, Higher Secondary Education (Grades 11–12) provides an important bridge between secondary and tertiary education. The lack of pre- and in-service teacher training that integrates Engaged Learning Pedagogy (ELP) is the biggest barrier to improve instruction as Bangladesh undergoes a total transformation of education. There is also a lack of structure around Continuing Professional Development and motivations to attend training that is needed to provide teachers with the regular hands-on support that improves teaching practice and student learning outcomes. Current practice of training for teachers and leaders refers to the opportunity to both improve teacher training, motivation, and realign system-wide incentives and accountability through reforms that propel teachers to improve their own instructional, management, critical thinking, and soft skills. The findings derived from this TNA will guide the project to develop a training package for teachers, principals/vice-principals, and education officers.

This TNA will have a deep look at the issues and answer several crucial questions based on extensive practical data collected from a range of key stakeholders on how to enhance teacher's instructional and management skills and influential leadership capacity in principals and education leaders. Education materials and online content will be uploaded to a Comprehensive Learning Management system. Additionally, the program will foster peer engagement by connecting teachers and leaders with Professional Learning Communities.

### **About Higher Secondary Education Activity (HSEA)**

Chemonics International with its partners BacBon Limited and Michigan State University College of Education is working under the guidance of Ministry of Educations' Directorate of Secondary and Higher Education. This project is funded by USAID. The target population are teachers, principals, vice principals and education officers and governing body members pertaining to ensuring the congenial environment for learning of the students at higher secondary level. HSEA is driven by its commitment to introduce innovative teaching learning methods, foster academic excellence, and cultivate the untapped potential of our nation's young minds. Through a series of comprehensive programs and initiatives, it endeavors to bridge educational gaps, empower teachers and students, and chart a path towards a brighter and more intelligent future for Bangladesh. Through collaborative efforts and strategic planning, the project is committed to making a positive impact on the educational landscape of the country.

### **Objective 1: Teachers' instructional and management skills enhanced.**

A new curriculum for HSE will be rolled out by 2027. The MoE is very keen to start teacher training before the new curriculum is in place. Therefore, it is critical to think of ways to get teachers' skills up to date and build their confidence by building their capacity, through foundation and in-service training programs, which will focus on creating lively, student centered activities in classrooms.

The intermediate results under objective 1 are:

**IR 1.1:** Improved instructional practice of higher secondary education teachers.

**IR 1.2:** Enhanced use of classroom-level support and monitoring mechanism by higher secondary education teachers.

### **Objective 2: Leadership and supervision capacity of principals and education officers strengthened.**

HSEA will work with DSHE to ascertain the current system of training for principals and education officers and implement initiatives that strengthen their capacity to lead and supervise. The intermediate results under objective 2 are:

**IR 2.1:** Improved supervision and mentoring practices by principals.

**IR 2.2:** Improved supervision and mentoring practices by education officers.

**Objective 3: Coordinated and Harmonized training for Teachers/ Principals/ Education Officers introduced in HSE.**

With this project, inclusive and need-based training will be designed for and delivered to Higher Secondary level Teachers and Principals/Education Officers at regular frequencies. This project will build an LMS system where Training Lessons and Materials will be kept and accessed via digital platform by Ts/Ps/VPs/EOs. Through effective training model development under this project, replication of need-based training in non-intervention colleges will be initiated by DSHE. The intermediate results under objective 3 are:

**IR 3.1:** Inclusive and need-based training designed for and delivered to HSE Ts, Ps/VPs and EOs at regular frequencies.

**IR 3.2:** Training Lessons and Materials accessed via digital platform by Ts/Ps/Eos.

**IR 3.3:** Replication of need-based training in non-intervention colleges initiated by DSHE.

To enhance the quality of teaching and learning practices within Bangladesh's higher secondary education system, with a particular focus on Grade 11 and 12, broadly the TNA is guided by the following specific objectives:

- To understand existing knowledge, skills, and practices of professionals' (teachers, principals, vice principals, regional government officials) on instructional skills and management to activate the teaching-learning processes.
- To identify the key strengths and challenges of the current educational practices for exploring need-based upgraded instructional and management supports to the teachers and educational leaders.
- To identify the scopes (modality of training, content, facilitation, inclusiveness, duration, access to ICT) in introducing ELP based training addressing the blended learning approach for teachers and education leaders.

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

The successful offeror will employ a range of approaches to comprehensively learn about the current teacher and leadership training landscape and the key experiences and concerns of several stakeholders through:

- 1) Desk review of existing training curriculum and key policy documents: This document analysis will be done to identify key training documents from NAEM and HSTTI to better understand and document the current framework of teacher and leadership training including gender equality and social inclusion perspective.
- 2) Conduct qualitative and quantitative investigations on teachers, principals and education leaders understanding on ELP, in-service blended learning.
- 3) scope, mentorship, and peer support through Professional Learning Community.
- 4) Review, customize and test the TNA tools for data collection developed by HSEA, as appropriate.
- 5) Conduct assessment through Key Informant Interviews (representatives from DSHE i.e. Training wing, Planning and development wing, Monitoring, and evaluation wings, EMIS cell, NAEM, HSTTIs, Regional Education offices) to garner understanding of the current key barriers and strengths of teacher and leadership training delivery and outcomes in Higher Secondary Education (HSE).
- 6) Conduct Focus Group Discussion to complement the experiences during the KII interviews and to understand how common these experiences are.
- 7) Conduct an online Survey to capture the targeted teacher's and educational leader's responses on the MCQ items related to ELP.

- 8) Conduct classroom observations ensuring significant number of public and private, rural and urban, resourced and under-resourced, boys' and girls' colleges.
- 9) Conduct case studies as part of surveys and KII as mentioned of the institutes selected to explore the teaching-learning practices along with the stakeholder's roles performed for the targeted institute as a whole.
- 10) Analyze data and prepare the report for TNA. The report should be followed by the presentation of the major findings in Power Point.
- 11) Participate in sharing workshop on TNA findings to ensure the feedback and suggestions to be incorporated in the revised version. Facilitate validation workshop on the needs assessment findings.
- 12) Consider Gender equality and social inclusion (GESI) as a priority of HSEA project and GESI considerations needs to be reflected in data collection tools, data collection and TNA reporting.
- 13) Identify the scopes and challenges need to consider in achieving the objectives to support teacher training and instructional leadership in HSE.
- 14) Prepare the alternative Plan for TNA to be produced and implemented in case of urgent requirements.

### **Technical Qualifications**

Selected offeror must possess the following technical qualifications:

- Designing and conducting training need assessment study using mixed methods in education sector.
- Conducting research, assessments, and/or evaluations in the field of education particularly experience in conducting need analysis of Secondary and Higher Secondary level in Bangladesh and abroad.
- Communicating and coordinating with a range of government, non-government, community groups and academic stakeholders i.e., Education ministry, district level education offices, educational institutions, teachers, principals, parents, students and so on.
- Expertise in capacity building of educational institutes i.e., Government official, Teacher trainer, Leadership trainer, teachers, students, and parents.
- Leading socio-economic research, baselines or consultancy work in Bangladesh that is sensitive to the local context and culture, particularly child rights, gender equality, ethnicity, religion, and minority groups and/or other factors.
- Experience in gender responsive and inclusive baseline, mid-term, endline assessment of education programs/projects.
- Having competency in preparing and presenting training needs assessment reports.
- Having a combination of individual or team expertise in higher secondary education system, gender equality and social inclusion, M&E and research is preferable.
- Have experience of varied technical partners with the given time frame.

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

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

#### **Deliverable 1: Inception report along with Data collection Tools:**

The offeror will submit an inception report and share data collection methodology with summary report in Google Doc, PDF and other readable format with HSEA team. Successful offeror will review the tools and prepare the revised/updated versions to be used for collecting data. A detailed plan which includes orientations for field investigators/ enumerators, data collection process (Online survey, KIIs, FGDs etc.) and procedures, data organization, data analysis and report preparation format. HSEA team will review the inception report including adapted methodology/tools/workplan etc.

#### **Deliverable 2: Presentation on progress of field data findings to HSEA team:**

Conduct a presentation of all types of findings from document analysis and field level investigations on existing relevant materials, training modules, manuals, policy documents, teaching-learning practices in power point. Prepare a report embedding major findings, risks and challenges from the field and attached proof of data collection. Additionally, a report needs to be prepared and submitted based on field findings followed by a presentation. The agency will share dissemination of presentation with supporting files/documents in PPT, MS word, PDF, Google Doc, and MS Excel.

**Deliverable 3: Facilitate workshop on TNA findings:**

Based on the feedback on field findings given under deliverable 2, the offeror will facilitate TNA findings through a workshop with HSEA stakeholders. The offeror will provide a draft TNA report addressing the feedback from HSEA team along with technical committee. The draft full report is to be revised including executive summary of TNA findings in doc, PDF format.

**Deliverable 4: Submission of final TNA report:**

The successful offeror will submit the final TNA report. The offeror will also submit all raw data and records collected from field in a digital format with valid evidence for example, FGD record, Digital records, Filled up Questionnaires, IDI and KII records, Online survey records in Google Doc (online data), MS Excel, MS word.

**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	Inception report along with team setup and data collection Tools	1 week after contract signing - January 14, 2024
2	Presentation on progress of field data findings to HSEA Team	January 28, 2024
3	Facilitate workshop on TNA findings	February 18, 2024
4	Submission of final TNA report to HSEA	February 28, 2024

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

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

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

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

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

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

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

##### E.1. Contract fixed price

In consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Contractor a total of BDT XX,XXX. This figure represents the total price of this Contract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section E.3, below, after Contractor's completion of the corresponding deliverable indicated in the following table:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. BDT XXXX	1. Deliverable 1: Inception report along with team setup and data collection Tools
2. BDT XXXX	2. Deliverable 2: Presentation on progress of field data findings to HSEA Team
3. BDT XXXX	3. Deliverable 3: Facilitate workshop on TNA findings
4. BDT XXXX	1. Deliverable 4: Submission of final TNA report

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

##### E.2. Invoicing

Upon the Chief of Party's (COP) acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Contractor shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of Deputy Chief of Party (DCOP), and shall include the following information: a) contract number, b) deliverables delivered and accepted, c) total amount due in Bangladeshi Taka (BDT), per Section E.1., above; and d) payment address/bank account number.

### E.3. Payment

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

### E.4. Expenses and Liabilities

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

## Section F. Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a either party—that is, either Chemonics or the Contractor—and which makes a Party's performance of its obligations under the contract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

## Section G. Intellectual Property Rights

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

## Section H. Proprietary and Confidential Information

The Contractor acknowledges that, in performing this Contract, Chemonics may be required to make available to Contractor certain information deemed to be Proprietary and Confidential information

("Proprietary Information"). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

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

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

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

#### Section I. Indemnity and Contractor Waiver of Benefits

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

- (1) the acts or omissions of Contractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this contract except to the extent that such damage is due to the negligence of Chemonics;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Contractor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

(b) Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to

the subject matter of this Contract and to which Chemonics is or may reasonably be expected to be a party, unless and until Contractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

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

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

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

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

#### Section J. Compliance with Applicable Laws and Standards

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

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

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

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

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

#### Section L. Governing Law and Resolution of Disputes

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

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

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

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

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

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

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

Section M. Organizational Conflicts of Interest

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

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

(a) Definitions.

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

*Illegal payments to Foreign Officials*, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

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

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

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

(b) Prohibition Against Kickbacks.

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

(c) Prohibition Against Illegal Payments to Foreign Officials.

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

- (1) It will not make, authorize, or offer any payment, or will not give, authorize the giving of,

or offer anything of value, directly or indirectly, with respect hereto or otherwise,

- (i) To any official or employee of any government, state-owned enterprise, or international organization,
- (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
- (iii) To any political party or to any person known to be a candidate for any office in any government,

In order to

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

(d) Prohibition Against Fraudulent Activity

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

(e) Reporting and Cooperation.

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

(f) Remedies.

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

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

Section O. Terrorist Financing Prohibition

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

Section P. Set-Off Clause

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

Section Q. Assignment and Delegation

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

Section R. Contractor Performance Standards

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

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

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

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

(a) This Contract embody the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract and to execute and deliver such further documents or instruments, and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Contract, and any SOWs issued hereunder, shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Contract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Contract.

(c) In the event that any court of competent jurisdiction determines that any provision, or any portion thereof, contained in this Contract is unenforceable or invalid in any respect, then such provision

shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court deems any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

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

#### Section T. Other Applicable Clauses

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

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

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

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

The contractor is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet, video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Contractor to procure specific CTES on a case-by-case basis if no available alternate

eligible source exists. If the Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the contractor.

(c) For US firms under USAID awards:

Mandatory Standard Provisions for U.S. nongovernmental Organizations (The full text of terms and conditions may be accessed electronically at this address: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303maa>). This clause of the contract will be adjusted based on the final contractor.

- i) Nondiscrimination (June 2012)
- ii) Subawards and contracts (December 2014)
- iii) USAID Eligibility Rules for Goods and Services (June 2012)
- iv) Preventing Terrorist Financing – Implementation of E.O. 13224 (August 2013)
- v) Marking and Public Communications Under USAID Funded Assistance (December 2014)
- vi) Travel and International Air Transportation (December 2014)
- vii) Trafficking in Persons (October 2020) (a)(1)-(4)
- viii) Ocean Shipment of Goods (June 2012)
- ix) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- x) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- xi) Child Safeguarding (a) and (b) (June 2015)
- xii) Mandatory Disclosures (July 2015)
- xiii) Nondiscrimination against beneficiaries (November 2016)

(d) For non-US organizations under USAID-funded cooperative agreements:

Mandatory Standard provisions for non-US Nongovernmental Organizations. This clause of the contract will be adjusted based on the final contractor:

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

The full text of terms and conditions may be accessed electronically at this address: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303mab>

(e) For all organizations under USAIS-funded cooperative agreements:

Required As Applicable Standard Provisions and applicable RAA clauses based on the SOW, type of organization, terms of the prime cooperative agreement. This clause of the contract will be adjusted based on the final contractor.

(f) For Department of State:

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

(g) If the contract value is over \$150,000 and with US organization:

Clean Air Act and the Federal Water Pollution Control Act, as amended - Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(h) If the contract value is over \$100,000 and with US organization:

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

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

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

**Annex 1      Cover Letter**

[Offeror: Insert date]

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

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

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

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

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

Name of Organization’s Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
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 RFP:

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

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

Sincerely yours,

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

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

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

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

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

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

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

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

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

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

### Sample Budget

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

<b>Design, Production and Distribution of Communication Materials for District Courts and Supreme Court BUDGET</b>							
<b>Offeror's Names</b>							
<b>RFP TITLE</b>							
<b>RFP #</b>							
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Frequency</b>	<b>Unit</b>	<b>Cost per unit</b>	<b>Total</b>
<b>1</b>	<b>Design</b>						
	Annual Report	1	pack	4	court	Rp 100	Rp 400
	Leaflet	1	ver	4	court	Rp 100	Rp 400
							Rp -
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
3	Distribution Management						
	PIC	1	pack	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 400
<b>GRAND TOTAL</b>							<b>Rp 877,100</b>

Customs duties or VAT may not be included in the cost proposal.

**Annex 3 Required Certifications for Signing**

## **EVIDENCE OF RESPONSIBILITY**

### **1. Offeror Business Information**

**Company Name:** Full Legal Name

**Address:** Address

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

### **2. Authorized Negotiators**

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

### **3. Adequate Financial Resources**

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

#### 4. Ability to Comply

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

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

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

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

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

#### 7. Equipment and Facilities

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

#### 8. Eligibility to Receive Award

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

**9. Commodity Procurement**

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

**10. Cognizant Auditor**

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

**11. Acceptability of Contract Terms**

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

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

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

**13. Organization of Firm**

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

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

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

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

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

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

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

### **What is an UEI Number?**

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

### **Why am I being requested to obtain a UEI number?**

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Chemonics is required to report subcontracts with an award valued at greater than or equal to \$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of \$25,000 or more, whether U.S. or locally based. Because the U.S. Government uses UEI numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding UEI number.

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

No. Obtaining a UEI number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

### **How do I obtain a UEI number?**

UEI numbers can be obtained online at SAM.gov.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at:  
[https://www.fsd.gov/sys\\_attachment.do?sys\\_id=d4d157741ba3c5103565ed3ce54bcba0](https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcba0)

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

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

*You must have a UEI number in order to begin either registration process.*

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

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

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

- \* General Information - Includes, but is not limited to, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- \* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- \* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
- \* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.
- \* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. \* Electronic Data Interchange (EDI) Information\* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (\*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

**Annex 5      Response to Questions Received by Email**

**Distribution of Questions and Answers**  
RFP # HSEA-2023-003  
For the provision of  
Conducting a Training Needs Assessment

December 26, 2023

HSEA Response to Questions Received Through Email

1. Point 8 of the scope of work mentions resourced and under-resourced as one of the selection criteria of the colleges for classroom observation. What is the threshold to consider a college as resourced or under-resourced?

**Chemonics Response:**

*Resourced Colleges: Colleges have a supportive learning environment, well-equipped classrooms, and provide ample teaching-learning opportunities. This also considers a well-maintained infrastructure, availability of teaching aids including ICT facilities, and a conducive atmosphere for student engagement.*

*Under-resourced Colleges: Colleges falling under the under-resourced category are characterized by limited support in teaching-learning activities and comparatively lower academic performance. It may include inadequate infrastructure, lack of essential teaching resources, and lower student outcomes.*

*It's important to note that the identification and selection of colleges will be determined by DESHE based on these criteria. To establish a quantitative threshold for the definitions above it would be going through a consultation process with DSHE and HSEA technical team.*

2. What is the tentative number of colleges to be covered for this assignment? Does this assignment need to consider the whole country or only the intervention areas of the HSEA? For the second case, it would be useful to know the coverage of the HSEA to determine the sample size.

**Chemonics Response:** *The scope of the Training Needs Assessment is designed to be extensive, focusing on a targeted selection of colleges rather than nationwide coverage. The selection criteria emphasize diversity, encompassing colleges situated in marginalized upazilas, remote areas, and both rural and urban environments. The selection process aims to represent a varied landscape, including boys', girls', and co-education colleges. Considering HSEA's scope, the project envisions covering a total of 3000 colleges during its life time, with a specific focus on 300 colleges in its inaugural year.*

*It is to be noted that the strategic sampling approach, as demonstrated in the earlier situation analysis, involved primary data collection from 100 colleges and college schools offering Higher Secondary Education. This sample comprised government and non-government colleges, school college sections, degree (pass and honors) colleges, and master's degree colleges. For a thorough examination of teacher training issues, the selection extended to five public teacher training colleges (TTCs) and five public higher secondary teacher training institutes (HSTTIs) spanning five divisions, namely Barisal, Chattogram/Cox's Bazar, Khulna, Mymensingh, and Rajshahi..*

3. The due date for submission of the final TNA report of HSEA is February 28, 2024. To collect the data (both qualitative and quantitative), a good amount of travel will be required across the country. Considering the country's current political climate, we anticipate some disruptions to this end. Given that, we are wondering if there is any flexibility regarding timing. Nonetheless, we are confident about completing the assignment within the timeline. Despite we are requesting clarifications so that we can plan accordingly.

**Chemonics Response:** *The specified due date for the submission of the final TNA report for HSEA, February 28, 2024, is currently non-negotiable. As outlined in the SOW, the selected agency is expected to present an alternative plan that accommodates the TNA activities within the stipulated time frame. This alternative plan should factor in potential disruptions due to the anticipated challenges in the country's political situation. Navigating possible disruptions in travel, it is crucial to adhere to the given timeline. This will allow us to plan accordingly and address any unforeseen circumstances while meeting the project's objectives and deadlines.*

4. What do you mean by Conduct classroom observations ensuring significant number of public and private, rural and urban, resourced and under-resourced, boys' and girls' colleges? Is it a national representative sample size from each cluster for this study?

**Chemonics Response:** *The classroom observations aim to cover a diverse range of colleges, including public and private, rural, and urban, as well as resourced and under-resourced institutions. Resourced colleges provide a supportive learning environment with well-equipped classrooms, teaching aids, and ICT facilities. Under-resourced colleges may lack such support, leading to comparatively lower academic performance. Selection of the sample colleges for observation will be determined by DESHE based on these criteria, avoiding duplication, and ensuring diversity. Establishing quantitative thresholds for resourced and under-resourced categories will involve consultation with DSHE and the HSEA technical team.*