

## Subcontract No. GGI-SUB-042

### Firm Fixed Price Subcontract

In consideration of the services to be performed by the Subcontractor identified below, ARD Inc. hereby enters into this Firm Fixed Price Subcontract in accordance with the Terms & Conditions and Annexes as presented here within.

#### For Subcontractor

Name of Firm:	Institute for Development of Freedom of Information
Legal Address:	#20 T. Shevchenko Street, Tbilisi 0108, Georgia
DUNS Number	683527652
Phone Number:	+995 32 292 15 14
Legal Agent (name & title): (authorized to sign contract)	Giorgi Kldiashvili, Executive Director
Legal Agent Email:	info@idfi.ge
Technical Representative (name and title):	Giorgi Kldiashvili, Project Manager
Technical Representative Email:	g.kldiashvili@idfi.ge

#### For ARD Inc.

Project Name:	Good Governance Initiative (GGI) in Georgia
Project Legal Address:	34 Chavchavadze str. Tbilisi, Georgia
Corporate Headquarters:	159 Bank Street, Suite 300, Burlington, Vermont, U.S.A
Phone Number:	+995 32 2 24 31 11
Chief of Party: (authorized to sign contract)	Levan Samadashvili; Chief of Party
Technical Representative (name and title):	Mikheil Darchiashvili; Governance Manager
Technical Representative Email:	mdarchiashvili@ggi.ge

*L.K.*



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ARD Inc, (hereinafter referred to as ARD Inc. or Contractor) shall pay the total Firm Fixed Price amount of:

GEL 40,970 (forty thousand nine hundred and seventy GEL)

to the Subcontractor according to the Terms and Conditions set forth below:

Part 1	Statement of Work
Part 2	Period of Performance
Part 3	Inspection and Acceptance of Work
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Part 23	Authorized Geographic Code
Part 24	Compliance with U.S. Anti-Corruption Regulations
Part 25	Set-Off Clause
Part 26	Clauses Incorporated by Reference

This Subcontract incorporates the following attachments:

ANNEX A	Statement of Work
ANNEX B	Illustrative Budget
ANNEX C	DBA Application and Guidance
ANNEX D	Certifications

The order of precedence for this Subcontract shall be Parts 1 through 26 (Terms & Conditions), followed by Annex's A through D.

*P. K.*

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I have read the terms and conditions contained in this subcontract, and, as the Subcontractor's authorized representative, my signature below legally represents the Subcontractor's concurrence with the terms and conditions and the unconditional acceptance of this subcontract.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For  
**ARD Inc.**

By:



Levan Samadashvili  
Chief of Party  
Date Signed: 04.23.2020

For  
**IDFI**

By:



Mr. Giorgi Kidiashvili  
Executive Director  
Date Signed: 04/22/2020



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



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### Terms & Conditions

#### Part 1. Statement of Work

Title: "Develop Building Integrity and Transparency Strategies and Action Plans for the City Halls of Telavi and Lagodekhi Municipalities".

The statement of work is presented in Annex A. This work is being performed under the Prime USAID Contract No.: AID-114-C-15-00001

#### Part 2. Period of Performance

The Subcontractor shall begin performance of the statement of work on or about **April 23, 2020** and shall complete the services no later than **August 31, 2020**

#### Part 3. Inspection/Acceptance of Work

The Subcontractor shall tender for acceptance only those items and services that conform to the requirements of this subcontract. ARD Inc. reserves the right to inspect or test any supplies or services that have been tendered for acceptance. ARD Inc. may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in subcontract price. ARD Inc. must exercise its acceptance rights in writing-

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

If, within three days of receipt of such notice, the Subcontractor does not improve performance as determined by ARD Inc's authorized representative, ARD Inc. reserves the right to terminate this subcontract below.

#### Part 4. Payment Information and Schedule

##### 4.1 Zero-VAT

The Subcontractor shall submit Zero VAT invoices. GGI will submit the Subcontractor's name to Georgia Tax authority, if applicable, in order to facilitate the Subcontractor receiving Zero VAT status for the term of this subcontract.

Each payment will be paid upon receipt of a Zero VAT invoice in the specified amounts.

##### 4.2 Payment Schedule

The total amount of this subcontract shall be GEL 40,970 (forty thousand nine hundred and seventy GEL) as per Annex B, Budget.

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*Depending on the covid-19 status, use of online tools are highly encouraged.*

Payments shall be made to the Subcontractor based on the following payment schedule:

#	Description	Verification	Amount in GEL	Due Date
1.	DBA Insurance	Proof of Payment of the Purchase of DBA Insurance	<b>770</b>	<b>By April 29, 2020</b>
2.	<p>Development of detailed Work Plan for elaboration of the Strategies, Action Plans and Monitoring Frameworks for the City Halls of Telavi and Lagodekhi Municipalities.</p> <p>Development of detailed Methodology for elaboration of the Strategies, Action Plans and Monitoring Frameworks for the City Halls of Telavi and Lagodekhi Municipalities.</p> <p style="color: #A52A2A;"><i>Methodology should be tailored to the unique circumstances created by covid19 outbreak.</i></p> <p>Present Work Plan and Methodology for elaboration of the Strategies, Action Plans and Monitoring Frameworks to the representatives of the City Halls of Telavi and Lagodekhi Municipalities.</p> <p>Facilitate establishment of a working groups in the City Halls of Telavi and Lagodekhi Municipalities composed of representatives from respective City Halls, City Councils and other relevant stakeholders. The working groups will be in charge of the development of Building Integrity and Transparency Strategies, subsequent action plans as well as monitoring frameworks.</p>	<ol style="list-style-type: none"> <li>1. Detailed <b>Work Plan</b> for elaboration of the Strategies, Action Plans and Monitoring Frameworks for the City Halls of Telavi and Lagodekhi Municipalities (Georgian-English).</li> <li>2. Detailed <b>Methodology</b> for elaboration of the Strategies, Action Plans and Monitoring Frameworks for the City Halls of Telavi and Lagodekhi Municipalities (Georgian-English).</li> <li>3. <b>Power Point Presentations</b> of work plan and methodology for the City Halls of Telavi and Lagodekhi Municipalities (Georgian).</li> <li>4. <b>Draft decrees of the Mayors</b> of Telavi and Lagodekhi on establishment of the Working Groups (Georgian).</li> <li>5. <b>Draft decrees of the Mayors</b> of Telavi and Lagodekhi to ensure institutionalization of building integrity and transparency strategy and action plan development that should also envisage annual/bi-annual review and update (Georgian).</li> <li>6. <b>Initial Progress Report</b> (English). Initial progress report should also incorporate <b>brief readout of the meetings</b> with leadership and staff of the City Halls of Telavi and Lagodekhi Municipalities. The readout should also include information about participants as well as <i>photos/screenshots</i>.</li> </ol>	<b>8,040</b>	<b>By May 7, 2020</b>



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3.	<p>Analyze audit reports of the State Audit office of Georgia concerning Telavi and Lagodekhi Municipalities.</p> <p>Contractor will use results of the desk research conducted during implementation of the similar project with Zugdidi City Hall as well as Senaki City Hall (<i>Analysis of anticorruption framework existing in Georgia at the central and local levels including National Anticorruption Strategy and Action Plan as well as best practices of leading OECD/GRECO member states and recommendations of relevant domestic and international institutions in connection with strengthening anticorruption capabilities of the local self-governments</i>).</p> <p>Conduct detailed situation analysis on existing practices of transparency, Integrity and accountability in the City Halls of Telavi and Lagodekhi Municipalities (<i>including using Fol requests, face to face interviews and focus group meetings</i>) that will inform development of the Building Integrity and Transparency strategies and action plans.</p> <p>Develop Comprehensive situational analysis reports for the City Halls of Telavi and Lagodekhi Municipalities.</p> <p>Present main findings of the situation analysis to the leadership of the City Halls of Telavi and Lagodekhi Municipalities and their respective key staff.</p>	<ul style="list-style-type: none"> <li>- <b>Comprehensive situational analysis report of the City Hall of Telavi Municipality</b> in compliance with pre-agreed format with USAID GGI (in Georgian with English summary).</li> <li>- <b>Comprehensive situational analysis report of the City Hall of Lagodekhi Municipality</b> in compliance with pre-agreed format with USAID GGI (in Georgian with English summary).</li> <li>- <b>Power point presentation</b> on the main findings of the Situational Analysis of the City Hall of Telavi Municipality (Georgian).</li> <li>- <b>Power point presentation</b> on the main findings of the Situational Analysis of the City Hall of Lagodekhi Municipality (Georgian).</li> <li>- <b>Interim Progress Report (English).</b> The report should also include: <ul style="list-style-type: none"> <li>- List of the analyzed material and processes during the desk research;</li> <li>- List of the Interviews conducted and focus group meetings and discussions held in both Municipalities.</li> <li>- Brief readouts of the meetings with representatives of Telavi and Lagodekhi City Halls to discuss findings of the situational analysis (English).</li> <li>- List of Fol requests;</li> <li>- Photos/screenshots and sign-in sheets and/or event tracking forms of meetings held during the preparation of the situational analysis.</li> </ul> </li> </ul>	8,040	By June 5, 2020
4.	<p>Based on the result of the situational analysis, best international practices and recommendations and in compliance with national policy planning, monitoring and evaluation guidelines develop first drafts of Building Integrity and Transparency Strategies and Action Plans of the City Halls of Telavi and Lagodekhi Municipalities.</p> <p>Develop detailed power point presentations highlighting goals, objectives and actions from the Strategies and Action Plans.</p>	<ol style="list-style-type: none"> <li>1. <b>First draft Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Telavi Municipality (Georgian).</li> <li>2. <b>First draft Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Lagodekhi Municipality (Georgian).</li> <li>3. <b>Power point presentation</b> highlighting goals, objectives and actions from the</li> </ol>	8,040	By July 24, 2020

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	<p>Present details of Building Integrity and Transparency Strategies and Action Plans to the leadership and key staff of the City Halls of Telavi and Lagodekhi Municipalities.</p> <p>Based on the feedback from the leadership and key staff of City Halls of Telavi and Lagodekhi Municipalities develop second drafts of the Building Integrity and Transparency Strategies and Action Plans together with indicators and monitoring framework.</p> <p>Hold public discussions on the second drafts of Building Integrity and Transparency Strategy and Action Plans of the City Halls of Telavi and Lagodekhi Municipalities.</p>	<p>Strategy and Action Plan of the City Hall of Telavi Municipality (Georgian).</p> <p>4. <b>Power point presentation</b> highlighting goals, objectives and actions from the Strategy and Action Plan of the City Hall of Lagodekhi Municipality (Georgian).</p> <p>5. <b>Brief report highlighting key take aways</b> of the meetings with leadership and key staff of the City Halls of Telavi and Lagodekhi Municipalities to discuss goals, objectives and actions from the Strategies and Action Plans. The report should also include photos/screenshots and sign in sheets/event tracking forms.</p> <p>6. <b>Second draft Building Integrity and Transparency Strategy, Action Plan</b>, together with monitoring framework of the City Hall of Telavi Municipality (Georgian).</p> <p>7. <b>Second draft Building Integrity and Transparency Strategy, Action Plan</b>, together with monitoring framework of the City Hall of Lagodekhi Municipality (Georgian)</p> <p>8. <b>Interim Progress Report</b> in English. Interim progress report should also incorporate detailed information about the public consultations held in Telavi and Lagodekhi Municipalities including main take aways. The report should also include photos/screenshots and sign in sheets/event tracking forms from the public consultations.</p>		
<p>5.</p>	<p>Prepare pre final versions of the Building Integrity and Transparency Strategies and Action Plans of the City Halls of Telavi and Lagodekhi Municipalities together with monitoring frameworks;</p> <p>Hold discussions with leadership and key staff of the City Halls of Telavi and Lagodekhi Municipalities to agree on the pre-final versions of the Strategies, Action Plans and monitoring frameworks.</p> <p>Develop final versions of Building Integrity and Transparency Strategies and Action Plans together with</p>	<p>1. <b>Pre-final version of Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Telavi Municipality together with monitoring framework (Georgian);</p> <p>2. <b>Pre-final version of Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Lagodekhi Municipality together with monitoring framework (Georgian);</p> <p>3. <b>Final version of Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Telavi Municipality together with monitoring framework (Georgian and English);</p>	<p>8,040</p>	<p>By August 7, 2020</p>



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	<p>indicators and monitoring framework for the approval of City Halls of Telavi and Lagodekhi Municipalities.</p>	<p>4. <b>Final version of Building Integrity and Transparency Strategy and Action Plan</b> of the City Hall of Lagodekhi Municipality together with monitoring framework (Georgian and English);</p> <p>5. <b>Interim Progress Report in English.</b> The report should also include information about the discussions with leadership and key staff of the City Halls of Telavi and Lagodekhi City Halls.</p>		
<p>6.</p>	<p>Develop training module/manual/guide/toolkit as well as training agenda and materials for capacity building activities of the staff of Telavi and Lagodekhi City Halls' systems on integrity and transparency framework.</p> <p>Plan and conduct capacity building activities for the relevant staff of Telavi and Lagodekhi City Halls' systems to successfully apply anticorruption measures in practice.</p> <p>Develop and submit all deliverables in the final form including the final report summarizing work conducted and the results achieved.</p>	<p>1. <b>Training module/manual/guide/toolkit</b> as well as <b>training agenda</b> and material for capacity building activities for the staff of Telavi and Lagodekhi City Halls' systems on integrity and transparency framework. Training material should include but not limited to presentations, case exercises, pre-and post-test evaluation forms as well as training evaluation tools (Georgian).</p> <p>2. <b>Capacity building activities</b> for the staff of Telavi and Lagodekhi City Halls' systems.</p> <p>3. <b>Report of the capacity building activities</b> for the staff of Telavi and Lagodekhi City Halls' systems. The report should highlight results of the capacity building activities as well as include information about participants (<i>completed sign-in sheets/event tracking forms and photos/screenshots</i>); completed pre-and post-test evaluation and training evaluation forms.</p> <p>4. <b>All deliverables in the final form</b> including the <b>Final Report</b> summarizing work conducted and the results achieved (English)</p>	<p style="text-align: center;">8,040</p>	<p style="text-align: center;">August 26, 2020</p>
<p><b>Total Amount in GEL</b></p>			<p style="text-align: center;"><b>40,970</b></p>	





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Subcontractor shall provide regular reporting throughout the assignment, including bi-weekly progress reports (in English).

Payments shall be made within 30 days after receipt of invoice. Invoices may be submitted only after acceptance of deliverables as described in Annex A.

The Subcontractor's final invoice shall be submitted upon completion of the Statement of Work and formal written approval by the Chief of Party, or his or her designated representative. Payment of this invoice in full will constitute full payment of all amounts due to Subcontractor.

### Part 5. Excusable Delays/Force Majeure

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Subcontractor shall notify ARD Inc. in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to ARD Inc. of the cessation of such occurrence.

### Part 6. Changes

- (a) ARD Inc. may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any changes in the work within the general scope of the contract, including but not limited to changes:
  - (i) in the specifications (including drawings and designs);
  - (ii) in the method of manner of performance of the work;
  - (iii) schedule for the performance of the work.
- (b) Any change order will be in writing and will not be valid unless it is in writing.
- (c) If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:
- (d) If the Subcontractor intends to assert a claim for an equitable adjustment under this clause, he/she must submit a proposal within 30 days after receipt of a written change order.

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- (e) No claim by the Subcontractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

### Part 7. Limitation of Liability

The Subcontractor shall absorb all expenses associated with performance of the Statement of Work and ARD Inc. shall not be liable for payment in an amount greater than GEL 40,970 (forty thousand nine hundred and seventy GEL) unless otherwise agreed to in writing.

In the event that this subcontract is terminated by ARD Inc. for convenience prior to completion, ARD Inc. shall pay the Subcontractor for work completed through the date of such termination. This amount will be determined solely by ARD Inc. based on the approved budget as presented in Annex B. The cumulative amount of all payments under this subcontract shall not exceed the cost of performance through the date of termination.

### Part 8. Exclusion of Work Relationship

The parties declare that this Subcontract does not generate a labor relationship between ARD Inc and the contracted personnel or personnel assigned by the Subcontractor. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract.

### Part 9. Technical Coordination

Technical coordination of this Subcontract will be the responsibility of Mariam Gorgadze, Deputy Chief of Party.

### Part 10. Legal Requirements

- (a) The Subcontractor is reminded that U. S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This statement must be included in all subcontracts/subawards issued under this Subcontract.

One of the applicable orders is Executive Order 13224, dated September 2, 2001. The web site of the Office of Foreign Assets Control (OFAC), of the Department of Treasury, contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other applicable statutes, regulations and Executive Orders. See <http://www.treas.gov/offices/enforcement/ofac/>

- (b) Contractor will check the following websites and will not contract with any person or entity that is listed on the Following:
- i. System for Award Management (SAM): <https://www.sam.gov/portal/SAM/>
  - ii. OFAC Sanctions List: <https://sanctionssearch.ofac.treas.gov/>;
  - iii. UN Sanctions List: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.



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- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants, and sub-grants issued under this subcontract.

### Part 11. Restrictions on Certain Foreign Purchases

- a) The Subcontractor shall not acquire, for use in the performance of this subcontract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, North Korea, and Sudan.
- b) The Subcontractor shall insert this clause, including this paragraph (b), in all lower-tier sub-agreements.

### Part 12. Termination

- a) For convenience: ARD Inc. reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Subcontractor can demonstrate to the satisfaction of ARD Inc, using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- b) For cause: ARD Inc. may terminate this subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide ARD Inc, upon request, with adequate assurances of future performance. In the event of termination for cause, ARD Inc. shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to ARD Inc. for any and all rights and remedies provided by law. If it is determined that ARD Inc. improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.

### Part 13. Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on ARD Inc., shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that ARD Inc. shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor,



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shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

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

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

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

(e) *Limitations.* Neither party shall be liable to the other for any indirect, consequential, special, incidental, or punitive damages including, without limitation, loss of revenue or profits, loss of production, loss or denial of opportunity or use, loss of market, loss of goodwill, loss of reputation, or damage to credit rating.

### Part 14. Compliance with Applicable Laws Standards

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the cooperating country where implementation of ARD Inc's contract with USAID as stated in Part 1 is being implemented, or the country of Subcontractor performance, if different, and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Part 27, Clauses Incorporated by Reference.

### Part 15. Inconsistency Between English Version and Translation

In the event of inconsistency between any terms of this subcontract and any translation into another language, the English language meaning shall control.

### Part 16. Indemnification

In addition to any other remedies that ARD Inc. may have, the Subcontractor shall indemnify, hold harmless and defend ARD Inc. and USAID from any and all claims, damages, demands, suits, actions, judgments, liabilities or costs or expenses of any nature including legal expenses and consequential or special damages or costs and including property damages or injury to the Subcontractor, its employees, agents, lower tier subcontractors or to any third party or its property, occasioned by any negligent or otherwise wrongful act of the Subcontractor, its lower tier subcontractors or anyone for whose actions the Subcontractor is legally responsible or arising from Subcontractor's breach of this Subcontract or negligent performance hereunder and arising out of work done under this Subcontract.



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### Part 17. Confidentiality

The Subcontractor shall have a duty to protect confidential and/or sensitive information. Confidential and/or sensitive information can be described as and include:

Technical and business information marked as confidential and/or sensitive at the time of disclosure relating to ARD Inc's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "confidential or sensitive" at the time of disclosure.

### Part 18. Rights in Data

The Subcontractor shall comply with Part 52.227-14 Rights in Data and 52.227.17, Rights in Data – Special Works of the FAR.

ARD Inc. and USAID will own all notes, records, files, background data and any other documents purchased or created or contributed to the Statement of Work under this Subcontract ("Work Product"), whether in hard copy or magnetic media and whether delivered to or produced or created by the Subcontractor. When the Statement of Work is complete, or the Subcontract expires, or the Subcontract is terminated for any reason, the Subcontractor will promptly deliver to ARD Inc. all Work Product.

### Part 19. Prohibition Against the Use of Federal Funds to Promote Trafficking in Persons (May 2007) (AAPD 07-03)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) The subcontractor shall insert this clause, in its entirety, in all sub-awards under this award.
- (c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by ARD Inc. prior to the end of the term.

### Part 20. Defense Base Act (DBA) Insurance



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The subcontractor is required to procure DBA insurance, unless the country where performance is taking place is a "waiver country" on the DBA waiver list [found here](#).<sup>\*</sup> Procurement of DBA must be done through USAID's approved Subcontractor, Allied, through AON.

Pursuant to AIDAR 752.228-3, Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc.  
2033 N. Main Street, Suite 760  
Walnut Creek, CA 94596-3722

Hours: 8:30am to 5:00pm, Pacific Time

Primary Contact: Fred Robinson  
Phone: (925) 951-1856  
Fax: (925) 951-1890  
Email: Fred.Robinson@aon.com

The DBA Application and Guidance are included as Annex C.

\*Please note that the Subcontractor is still required to secure a worker's compensation policy in accordance with local standards.

### Part 21. General Matters

This document sets forth all of the terms and provisions of the Subcontract between the parties hereto. This Subcontract may not be modified, altered, amended, or changed except in writing signed by the party against whom such a modification, amendment, or change is asserted or claimed. This Subcontract shall be construed under the laws of the State of Vermont and the United States of America.

### Part 22. Branding and Marking

Marking of subcontract deliverables shall comply with the USAID "Graphic Standard Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

### Part 23. Authorized Geographic Code; Source and Nationality Requirements (AIDAR 752.225-70, Feb 2012)

The authorized geographic code for procurement of goods and services under this subcontract is 937

### Part 24. Compliance With U.S. Anti-Corruption Regulations

Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Officials in International Business



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Transactions, the United States False Claims Act (FCA), the United States Anti-Kickback Act, and all related and implementing legislation that may be applicable to this Subcontract, the Subcontractor certifies, warrants and represents that:

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

In order to

- 1) influence any act or decision in any such person's official capacity;
  - 2) induce any such person to do or omit to do any act in violation of their lawful duty;
  - 3) secure any improper advantage; or
  - 4) 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.
- (b) It has not made, used, or caused to be made or used (and will not make, use, or cause to be made or used), a false record or statement to get a false or fraudulent claim paid or approved by the Government (including payment via the prime contractor). This includes, inter alia:
- 1) Submitting for payment or reimbursement a claim known to be false or fraudulent
  - 2) Making or using a false record or statement material to a false or fraudulent claim or to an 'obligation' to obtain payment from the government (including payment via the prime contractor).
  - 3) (iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.
  - 4) Concealing, improperly avoiding or decreasing an obligation to pay money to the government.

(c) The Parties agree to promptly advise each other if they believe violations of this provision has occurred, so that the matter may be handled in a timely fashion, and to cooperate on reporting requirements, if any.

Notwithstanding any other provision in this Subcontract, Tetra Tech considers non-compliance with this Section to be a material breach of this Subcontract and reserves the right to terminate this Subcontract, upon written notice, if it determines in its sole discretion that the Subcontractor is in breach of this Section.

### Part 25. Set-Off Clause

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



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### Part 26. Clauses Incorporated by Reference

This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulations (48 Code of Federal Regulations, Chapter 1) and AID Acquisition Regulations (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <https://www.acquisition.gov/?q=browsefar> and [https://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf). Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to ARD Inc. for any specifications or documentation required of ARD Inc. under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from ARD Inc.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "ARD Inc.," and references to "the Contractor" may refer to the "Subcontractor."

### Federal Acquisitions Regulation (FAR) Clauses

FAR Clause Number	Title and Year
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (APR 1984)
52.203-6	Restriction on Subcontractors Sale to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010) (as altered)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation of Payment to Influence Certain Federal Transactions (Oct 2010)
52.204-06	Data Universal Numbering System (DUNS) Number (Jul 2013)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (10/15)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52-215-2	Audit and Records-Negotiation (Oct 2010)
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010) [only if they exceed \$750,000]
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications (Oct 2010) [only if they exceed \$750,000]
52.215-14	Integrity of Unit Prices (Oct 2010) [only if procuring supplies by priced units]
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.225-13	Restriction on Certain Foreign Purchases (Jun 2008)

*P. H.*



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52.225-14	Inconsistency between English version and Translation of Contract (Feb 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
52.229-6	Taxes - Foreign Fixed price Contracts (Jun 2003)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1 (Alt III)	Changes-Fixed price (Aug 1987) Alt I [include Alt I for services]
52.246-4	Inspection of Services – Fixed price ( Aug 1996)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-8	Default Fixed Price Supply & Service (Apr 1984)

### Agency for International Development Acquisitions Regulation (AIDAR Clauses)

AIDAR Number	Title and Year
752.202 Alt.70 and Alt.72	Definitions Alt. 70(Jan 1990)/Alt.72 (Jan 1990)
752.211-70	Language and Measurement [especially provision in (a)] (Jun 1992)
752.225-70	Source Nationality Requirements (Feb 2012) (as altered)
752.228-3	Worker's Compensation Insurance (Defense Base Act)
752.228-70	Medical Evacuation (MEDEVAC) Services
752.7005	Submission Requirements for Development Experience Documents Sep 2013)
752.7009	Marking (Jan 1993)
752.7025	Approvals (Apr 1984)
752.7027	Personnel (Dec 1990)
752.7032	International Travel Approval and Notification (Jan 1990) *Only if international travel is required.
752.7034	Acknowledgement and disclaimer (Dec 1991)
752.7101	Voluntary Population Planning Activities (Jun 2008) *If a subcontract with family planning activities is contemplated, add "Alternate 1(6/2008)" to the clause name.

### Miscellaneous

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

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

(c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.

(e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.

(g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### Child Safeguarding Standards

- a) Implementation of activities under this subcontract may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The Subcontractor agrees to abide by the following child safeguarding core principles:
- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable.
  - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect.



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- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations.
  - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
  - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
  - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- b) The Subcontractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.
- c) The following definitions apply for purposes of this clause:
- (1) Child. A child or children are defined as persons who have not attained 18 years of age.
  - (2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
  - (3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
  - (4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
  - (5) Neglect. Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
  - (6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
  - (7) Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- (d) The Subcontractor must insert this clause in all subcontracts under this award.  
[End of Subcontract]



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### ANNEX A STATEMENT OF WORK

Tetra Tech ARD is implementing the Good Governance Initiative (GGI) in Georgia project, funded by the United States Agency for International Development (USAID). Its goal is to strengthen transparency, accountability, and effectiveness of governance in Georgia, within the legislative and executive branches at the central and local government levels. GGI's primary partners are different agencies in the Executive branch, as well as Parliament of Georgia and the objectives of the project are:

- Improved public administration at all levels
- Access to independent and reliable information and increased civic engagement
- evidence-based policy development and law-making
- Strengthened institutional oversight of government.

Among other activities, GGI intends to support City Halls of Telavi and Lagodekhi Municipalities to strengthen their anticorruption and transparency credentials by engaging a Subcontractor to develop Building Integrity and Transparency Strategies and subsequent Action Plans together with implementation guidelines, indicators and monitoring frameworks.

#### OBJECTIVE AND INTENDED OUTCOME

Overall objective of GGI's support is to strengthen resilience of Telavi and Lagodekhi City Halls' systems against the threat of corruption.

Specific objective of this assignment is to support Telavi and Lagodekhi City Halls in:

- 1) Development of Building Integrity and Transparency Strategies, subsequent Action Plans, together with indicators and monitoring frameworks;
- 2) Capacity building of the relevant staff to successfully apply anticorruption measures in practice.

(Hereinafter the above-mentioned elements of support referred to as the – "Building Integrity and Transparency Packages").

USAID GGI will provide support to Telavi and Lagodekhi City Halls by funding the development of Building Integrity and Transparency Packages. USAID GGI's intervention will also assist Telavi and Lagodekhi City Halls to meet strategic goal # 3 of 2020-2025 Decentralization strategy; Objective 16.5 of 2019-2020 Anticorruption Action Plan of Georgia and the OECD recommendation.

Building Integrity and Transparency Packages must be developed in compliance with co-creation principles and in



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full coordination-cooperation with USAID GGI, Telavi and Lagodekhi City Halls.

While developing Building Integrity and Transparency Packages of Telavi and Lagodekhi City Halls, the subcontractor should take into account policy planning, monitoring and evaluation guideline of the Government of Georgia.

The subcontractor shall be responsible for successful completion of the project within the specified Timeframe.

### **SPECIFIC REQUIREMENTS UNDER THE OBJECTIVE**

The subcontractor in close coordination with USAID GGI, Telavi and Lagodekhi City Halls shall undertake and complete the following key tasks:

1. Facilitate establishment of a working groups in both municipalities composed of representatives from City Halls, City Councils and other relevant stakeholders. The working groups will be in charge of the development of respective Building Integrity and Transparency Packages.
2. Analyze anticorruption framework existing in Georgia at the central and local levels including National Anticorruption Strategy and Action Plan as well as best practices of leading OECD/GRECO member states and recommendations of relevant international and domestic institutions in connection with strengthening anticorruption capabilities of the local self-governments.
3. Analyze audit reports of the State Audit office of Georgia in connection with Telavi and Lagodekhi municipalities.
4. Conduct detailed situation analysis on existing practices of transparency, Integrity and accountability in Telavi and Lagodekhi City Halls' systems that will inform development of the Building Integrity and Transparency Packages.
5. Based on the result of the situational analysis in both municipalities, best international practices, recommendations and in compliance with national policy planning, monitoring and evaluation guidelines develop:
  - First draft Building Integrity and Transparency Strategy and Action Plan for Telavi City Hall.
  - First draft Building Integrity and Transparency Strategy and Action Plan for Lagodekhi City Hall.
6. Develop detailed **power point presentations** highlighting goals, objectives and actions from the respective Strategy and Action Plan;
7. Hold individual discussions with **Telavi and Lagodekhi City Hall** leadership and working group/key staffers as well as public discussions in both municipalities as considered in the policy planning, monitoring and evaluation guideline;
8. Finalize Building Integrity and Transparency Strategy and Action Plan of Telavi City Hall together with indicators and monitoring framework;
9. Finalize Building Integrity and Transparency Strategy and Action Plan of Lagodekhi City Hall together with

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indicators and monitoring framework;

10. Develop Training module together with training material for capacity building activities of respective staff of Telavi and Lagodekhi City Halls' systems on integrity and transparency framework;
11. Plan and conduct capacity building activities for the relevant staff of Telavi and Lagodekhi City Halls' systems to successfully apply anticorruption measures in practice.
12. Develop and submit all deliverables in the final form including the final report summarizing work conducted and the results achieved.

### Following deliverables will be produced by the selected bidder for the assignment:

- Detailed **Work Plan** and **Methodology** for development of the Strategies, Action Plans, indicators and monitoring frameworks as well as for conducting capacity building activities in both municipalities (Geo-English).
- Telavi City Hall comprehensive situational analysis report in compliance with pre-agreed format with USAID GGI and Telavi City Hall (in Georgian summary in English).
- Lagodekhi City Hall comprehensive situational analysis report in compliance with pre-agreed format with USAID GGI and Lagodekhi City Hall (in Georgian summary in English).
- First draft Building Integrity and Transparency Strategy and Action Plan of Telavi City Hall (Georgian).
- First draft Building Integrity and Transparency Strategy and Action Plan of Lagodekhi City Hall (Georgian).
- Individual Power point presentations for Telavi City Hall and Lagodekhi City Hall highlighting goals, objectives and actions from the respective Strategy and Action Plan (Georgian).
- Report summarizing results of the meetings with leadership and WGs/key staffers of Telavi and Lagodekhi City Halls as well as public consultations to be held in Telavi and Lagodekhi (Geo). The report should also include photos and sign in sheets/event tracking forms from the public consultations.
- Finalized Building Integrity and Transparency Strategy and Action Plan for Telavi City Hall together with indicators and monitoring framework in Georgian and English (Georgian-English).
- Finalized Building Integrity and Transparency Strategy and Action Plan for Lagodekhi City Hall together with indicators and monitoring framework in Georgian and English (Georgian-English).
- Training module together with training material for capacity building activities of respective staff of Telavi and Lagodekhi City Halls' systems on integrity and transparency framework (Georgian).
- Capacity building activities for the relevant staff of Telavi and Lagodekhi City Halls' systems.
- All deliverables in the final form including the final report summarizing work conducted and the results achieved (Final Report should be submitted in English).
- The selected bidder shall provide regular reporting throughout the assignment, including bi-weekly progress



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reports (in English).

<b>DIRECT LABOR</b>				
<b>Position</b>	<b>Name</b>	<b>Rate</b>	<b>Days (Basis)</b>	<b>Total in GEL</b>
Project Manager	Giorgi Kldiashvili	700	30	21,000
Project Analyst	Goga Tushurashvili	250	45	11,250
Project Assistant		100	50	5,000
Financial Manager	David Dolidze	125	10	1,250
<b>Total Direct Labor</b>				<b>38,500.00</b>
<b>TRAVEL, TRANSPORTATION AND PER DIEM</b>				
<b>Description</b>	<b>Rate</b>	<b>Units (Basis)</b>	<b>Total</b>	
<b>Total Travel, Transportation &amp; Per Diem</b>				
<b>OTHER DIRECT COSTS</b>				
<b>Description</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>	
Printing and Stationary Expenses (For draft documents, workshop and	350	3	1,050.00	
DBA Insurance (2% of the personnel total cost)	770	1	770	
Zoom Pro account fee	80	5	400	
Bank Fees	50	5	250	
<b>Total Other Direct Costs</b>				<b>2,470</b>
<b>TOTAL COSTS in GEL</b>				<b>40,970</b>

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### ANNEX C DBA APPLICATION AND GUIDANCE

The USAID DBA insurance application must be completed and submitted to USAID's authorized DBA provider – AON. A copy of the application can be requested from ARD Inc. or by contacting USAID's DBA insurance carrier (AON) at the following:

Fred Robinson  
Aon Risk Solutions  
1990 N. California Blvd. | Suite 560 | Walnut Creek, CA 94596  
t +1.925.951.1856 | m +1.415.940.5441  
fred.robinson@aon.com  
aon.com

How to complete the DBA Application:

On Tab 1, provide company/contact information. On Tab 2, provide USAID prime and sub-award information, including:

- USAID Prime Award Number
- Task Order Number (if applicable)
- Name of Prime Contractor (ARD Inc.)
- Subcontract number
- Subcontract Period – provide the start/end dates shown in your subcontract.
- Employee Count (for only those staff working on the USAID funded subcontract outside of the U.S.)
- Estimated Wages (for work performed outside the U.S. on the USAID funded subcontract) If the subcontract start date has passed, provide estimated wages from the current date for the next 12 months or from the current date to the award end date if the award period is less than 12 months. The policy start date is the date AON receives your completed application, a future date of your choice, but never a date in the past.
- Place of Performance/Work Country
- Statement of Work (provide a brief description of the work being performed)





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- Sign, scan, and email the application back to AON attention Fred Robinson: [fred.robinson@aon.com](mailto:fred.robinson@aon.com)
- When processing is complete, AON will email a premium invoice and payment instructions, DBA policy, and claims reporting information.
- Send the policy document and proof of payment to ARD Inc. (as required under Deliverable 1 in Section 4.2). This process must be repeated on an annual basis, for the life of the subcontract

If you have any questions or need assistance completing the application, please contact ARD Inc. or AON directly.



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### ANNEX D CERTIFICATIONS

The following Certifications are required from Subcontractors prior to issuing a subcontract:

1. Certification Regarding Responsibility Matters - APR 2010. (FAR Reference 52.209-5).
2. Prohibition on Assistance to Drug Traffickers. (22 CFR Part 140).
3. Certification Regarding Terrorist Financing. (Implementation of Executive Order 13224).
4. Anti-Kickback Procedures – OCT 2010. (FAR Reference 52.203-7). **(If value is over \$250,000)**
5. Certification and Disclosure Regarding Payments to influence Certain Federal Transactions - SEPT 2007. (FAR Reference 52.203-11).
6. Federal Funding Accountability and Transparency Act (FSRS) Reporting Form

#### 1. CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

FAR Reference 52.209-5.



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As prescribed in 9.104-7(a), insert the following provision:

### Certification Regarding Responsibility Matters (APR 2010)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that –
- (i) The Offeror and/or any of its Principals –
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (D) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) *Examples.*
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax

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because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (ii) The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 2. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

22 CFR Part 140, Prohibition on Assistance to Drug Traffickers.

*Note: This certification shall be filled by any key person proposed in the project.*



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I hereby certify that within the last ten years:

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

### NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false, Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
3. A false certification from a key person involved in the project, shall result in the termination of his/her contract with the operator.

### 3. CERTIFICATION REGARDING TERRORIST FINANCING

Implementation of Executive Order 13224

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

- (a) The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph (c).
- (b) The following steps may enable the Recipient to comply with its obligations under paragraph (a)
  - (1) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eofac/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - (2) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

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- (3) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - (4) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (c) For purposes of this Certification-
- (1) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
  - (2) "Terrorist act" means-
    - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
    - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
    - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
  - (3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
  - (4) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
  - (5) The Recipient's obligations under paragraph (a) are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term."

#### 4. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

FAR Reference 52.203-11.



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As prescribed in 3.808(a), insert the following provision:

### **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)**

- (a) Definitions. As used in this provision— "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### **5. ANTI-KICKBACK PROCEDURES (Only required if subcontract value exceeds \$250,000)**

**FAR Reference 52.203-7.**

As prescribed in 3.502-3, insert the following clause:

#### Anti-Kickback Procedures (OCT 2010)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

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

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
- (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.



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- (4) The Contracting Officer may
- (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
  - (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

### 6. FSRS CERTIFICATION FOR SUBCONTRACT REPORTING

<b>Company Name:</b>	<b>Institute for Development of Freedom of Information</b>
<b>Address:</b>	<b>#20 T. Shevchenko Street, Tbilisi 0108, Georgia</b>
<b>Address 2:</b>	
<b>City/State/ZIP:</b>	<b>Tbilisi, 0108</b>
<b>County:</b>	
<b>Country:</b>	<b>Georgia</b>
<b>DUNS Number:</b>	<b>683527652</b>

**Section A.** Under the Federal Funding Accountability and Transparency Act (FSRS) or Transparency Act, ARD Inc., as prime contractor of U.S. federal government awards, must collect DUNS numbers for all subcontractors to be publicly available on a website. The second part of the provision requires ARD Inc. to report the sub recipient's compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Subaward Report System (FSRS) subject to the following criteria:

- The subcontractor must have generated at least 80 percent of its overall revenue in the preceding fiscal year from U.S. federal government contracts; AND
- The subcontractor must have generated at least USD 25 million in annual gross revenue in the preceding fiscal from U.S. federal government contracts; AND

*Handwritten initials*

## Subcontract No. GGI-SUB-042

- The subcontractor *must not* already publically report executive compensation levels to System for Award Management (SAM.GOV), the Internal Revenue Service (IRS), the Securities and Exchange Commission (SEC), or as mandated by the subcontractor's status as a non-profit organization or publically-traded company, respectively.

If any of the above *does not* apply to your firm, then ARD Inc. is exempt from reporting your executive compensation and you need not provide such information to ARD Inc. Please skip to Section C to certify your status as exempt from reporting executive compensation levels.

**Section B.** If all of the criteria listed in Section A are true of your firm, then ARD Inc. is required to report the full compensation of your firm's five most highly compensated executives including, but not limited to: salary, stock options, benefits, and fringe. This information must be attested to by an employee at the Chief Financial Officer level or higher and will be made public at <http://www.fsrc.gov>.

Employee Name:	Enter employee name
Full	Enter full compensation

Employee Name:	Enter employee name
Full	Enter full compensation

Employee Name:	Enter employee name
Full	Enter full compensation

Name:	Enter name
Position:	Enter position
Date:	Select a date.

Duly Authorized Company Signatory:	
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**Section C.** If you are exempt, please certify to your exemption below.

I hereby certify that **Institute for Development of Freedom of Information (IDFI)** is exempt from reporting executive compensation under Reporting Subawards and Executive Compensation provision (October 2010) for the following reason(s)(check all that apply).



## Subcontract No. GGI-SUB-042

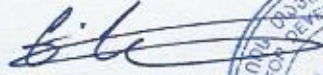
The subcontractor did not generate at least 80 percent of its overall revenue from U.S. federal government contracts in the preceding fiscal year.


The subcontractor did not generate at least USD 25 million of annual gross revenue from U.S. federal government contracts in the preceding fiscal year.

The subcontractor already publicly reports executive compensation levels to:

- System for Award Management (SAM.GOV)
- Internal Revenue Service (IRS)
- Securities and Exchange Commission (SEC)

<b>Name:</b>	<b>Giorgi Kldiashvili</b>
<b>Position:</b>	<b>Executive Director</b>
<b>Date:</b>	<i>04/22/2020</i>

<b>Duly Authorized Company Signatory:</b>	
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### SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Contractor certifies that they are accurate, current, and complete, and that the Contractor is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

By signing below the subcontractor provides certifications for:

1. Certification Regarding Responsibility Matters - APR 2010. (FAR Reference 52.209-5),
2. Prohibition on Assistance to Drug Traffickers. (22 CFR Part 140),
3. Certification Regarding Terrorist Financing. (Implementation of Executive Order 13224),
4. Anti-Kickback Procedures – OCT 2010. (FAR Reference 52.203-7), and,
5. Certification and Disclosure Regarding Payments to influence Certain Federal Transactions - SEP 2007 (FAR Reference 52.203-11).
6. Federal Funding Accountability and Transparency Act (FSRS) Reporting Form

Subcontract #: **GGI-SUB-042**



## Subcontract No. GGI-SUB-042

Subcontractor Name: **Institute for Development of Freedom of Information (IDFI)**

Project Title: **"Develop Building Integrity and Transparency Strategies and Action Plans for the City Halls of Telavi and Lagodekhi Municipalities"**.

Name and Title: **Giorgi Kidiashvili, Executive Director**

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

A handwritten signature in blue ink, appearing to be 'G. Kidiashvili', written over a horizontal line.

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

04/22/2020

