

Firm Fixed Price Subcontract

In consideration of the services to be performed by Institute for Development of Freedom of Information (IDFI), hereinafter referred to as "Subcontractor" and fully identified below, ARD, Inc., Hereinafter referred to as ARD, hereby enters into this Firm Fixed Price Subcontract in accordance with the Terms & Conditions and Attachments as presented here within.

For Subcontractor

Name of Firm:	Institute for Development of Freedom of Information (IDFI)
Legal Address:	Mtatsminda district, B. Kraveishvili str.#4, Apt.18 Tbilisi, Georgia
DUNS Number	683527652
Phone Number:	(+995 322) 92 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, Executive Director
Technical Representative Email:	g.kldiashvili@idfi.ge

For ARD

Project Name:	Good Governance Initiative (GGI) in Georgia
Project Legal Address:	34 Chavchavadze Str.
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

ARD shall pay the total Firm Fixed Price amount of: **GEL 50,160 (fifty thousand one hundred and sixty 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

Part 4	Payment Schedule
Part 5	Excusable Delays/Force Majeure
Part 6	Changes
Part 7	Limitation of Liability
Part 8	Exclusion of Work Relationship
Part 9	Technical Coordination
Part 10	Legal Requirements
Part 11	Restrictions on Certain Foreign Purchases
Part 12	Termination
Part 13	Disputes
Part 14	Terms and Conditions
Part 15	Inconsistency between English Version and Translation
Part 16	Indemnification
Part 17	Confidentiality
Part 18	Rights in Data
Part 19	General Matters
Part 20	Authorized Geographic Code

This Subcontract incorporates the following attachments:

Attachment A	Statement of Work
Attachment B	Budget
Attachment C	Incorporated Provisions
Attachment D	Certifications

The order of precedence for this Subcontract shall be Parts 1 through 20 (Terms & Conditions), followed by Attachments A through D.



Terms & Conditions

Part 1. Statement of Work

Title: "Develop Open Data Strategies and Action Plans (2019-2020)"

The statement of work is presented in Attachment 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 **May 3, 2019** and shall complete the services no later than **October 20, 2019**

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 reserves the right to inspect or test any supplies or services that have been tendered for acceptance. ARD may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in subcontract price. ARD. 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 five days of receipt of such notice, the Subcontractor does not improve performance as determined by ARD's authorized representative, ARD reserves the right to terminate this subcontract.

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 50,160 (fifty thousand one hundred and sixty GEL)**

Subcontract No. GGI-SUB-026

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

Deliv. #	Description	Verification	Due Date for deliverable	Payment in Gel
1.	Development of detailed methodologies for elaboration of Situational Analysis, Open Data Strategies and Action Plans for both Akhaltsikhe and Kutaisi City Halls as well as capacity building activities.	Detailed methodologies for elaboration of Situational Analysis, Open Data Strategies and Action Plans for both Akhaltsikhe and Kutaisi City Halls as well as capacity building activities (Geo-English)	17 May, 2019	10,032.00
	Development of detailed work plan for the given tasks;	Detailed work plan for the given tasks (Geo-English);		
2.	Comprehensive situational analysis in connection with open data collection, processing and publication in Akhaltsikhe and Kutaisi City Halls;	Reports of comprehensive situational analysis in connection with open data collection, processing and publication in Akhaltsikhe and Kutaisi City Halls (Geo-English); The report should also include set of recommendations tailored to the individual needs of Akhaltsikhe and Kutaisi Municipalities aimed at improvement of open data management including publication of datasets on the www.data.gov.ge portal and websites of respective City Halls in a consistent and verifiable manner (Geo-English);	28 June, 2019	15,048.00
	Development of set of recommendations tailored to the individual needs of Akhaltsikhe and Kutaisi Municipalities aimed at improvement of open data management including publication of datasets on the www.data.gov.ge portal and websites of respective City Halls in a consistent and verifiable manner			
	Hold presentations for Akhaltsikhe and Kutaisi City Hall leadership and relevant staff (Geo) on findings of the situational analysis and recommendations to improve open data management.	Power Point Presentations for Akhaltsikhe and Kutaisi City Hall leadership and relevant staff (Geo) on findings of the situational analysis and recommendations to improve open data management.		
	Development of draft Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi municipalities and subsequently support development of sound policy documents using open government data (Geo).	First Drafts of Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi municipalities and subsequently support development of sound policy documents using open government data;		

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		Interim Progress Report in ENG (the report should also include: Main take-aways of the presentations in Akhaltsikhe and Kutaisi city halls, photos and sign-in sheets, and/or event tracking forms);		
3.	Hold public discussion on the draft strategies and Actions plans in Akhaltsikhe and Kutaisi.	Finalized Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi City Halls together with monitoring frameworks (Geo-English); Interim Progress Report in English (the report should also include: brief summary of results of the public consultations; photos and sign in sheets);	19 July, 2019	15,048.00
	Finalize Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi City Halls together with monitoring frameworks (Geo-English);			
4.	Development of training module/material, including open data manual for the capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls to successfully collect, process and publish open government data in practice.	Training module/material including open data manual for the capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls to successfully collect, process and publish open government data in practice (Georgian)	20 September, 2019	10,032.00
	Conduction of capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls;	Training Agenda; list of training deliverables, training materials including but not limited to presentations, handouts, group work papers, case exercises as well as training evaluation tools.		
	All deliverables in the final form together with final report summarizing work conducted and results achieved (Geo-English).	Capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls; Final report summarizing work conducted and results achieved in Georgian and English languages (the final report should also include completed sign-in sheets and photos of the capacity building activities).		
Total Amount in GEL				50,160.00

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Subcontractor will provide GGI with brief bi-weekly status reports in English by email format agreed prior with GGI.

Payments shall be made within 15 days after receipt of an invoice and each/all deliverable(s) per the above payment schedule and attached Statement of Work. Invoices may be submitted only after acceptance of deliverables in writing by GGI, or as described in Attachment A.

The Subcontractor's final invoice shall be submitted upon completion of the Statement of Work and formal written approval of 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 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 the ARD of the cessation of such occurrence.

Part 6. Changes

(a) ARD 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 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 must, submit a proposal within 30 days after receipt of a written change order.

(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 shall not be liable for payment in an amount greater than **GEL 50,160 (fifty thousand one hundred and sixty GEL)** unless otherwise agreed to in writing.

If this subcontract is terminated by ARD prior to completion, ARD shall pay the Subcontractor for work completed through the date of such termination. This amount will be determined solely by ARD based on the approved budget as presented in Attachment 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 and the contracted personnel or personnel assigned by the Subcontractor.

Part 9. Technical Coordination

Technical coordination of this Subcontract will be the responsibility of **Mikheil Darchiashvili, Governance Manager**

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 website and will not contract with any person or entity that is listed on the website with active exclusions. www.sam.gov
- (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 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 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 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 upon request, with adequate assurances of future performance. In the event of termination for cause, ARD shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to ARD for any and all rights and remedies provided by law. If it is determined that ARD improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.

Part 13. Disputes

- (a) Should a dispute as to the proper interpretation of this Subcontract, or Statement of Work or material performed or furnished hereunder, arise which concerns the parties hereto only, or Subcontractor and other vendors or suppliers, the same shall be decided by binding arbitration, pursuant to the rules of arbitration of a recognized and mutually acceptable national arbitration entity.
- (b) The Subcontractor shall proceed diligently with the Statement of Work, unless the subcontract has been cancelled, pending final determination pursuant to any Disputes clause or pursuant to any other action taken with respect to a claim or claims.
- (c) In the event either party institutes suit in court against the other party or against the surety of such party, in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief granted by the court.

**Part 14. Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)
(Modified from FAR 52.213-4)**

This subcontract agreement incorporates the Federal Acquisition Regulation (FAR) clauses listed in Attachment C by reference. The text of each clause and the FAR shall be deemed to be modified with respect to the identification of parties as provided in paragraphs a. and b. below.

- a. Unless one of the exceptions provided in paragraph (c) below shall apply, the term "Contract" shall mean "Subcontract"; the term "Contractor" shall mean "Subcontractor"; the term "Government" and "prime contractor" shall mean "ARD "; and the term "Contracting Officer" shall mean the "ARD"
- b. The following instances are exceptions to the general rules of construction as provided in paragraph (a):
- (i) Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;
- (ii) Where an explicit provision of this subcontract states a contrary intent;
- (iii) Where access to proprietary financial information or other proprietary data is required; or

- (iv) Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the prime contract whereas construction of the terms without modification would not.

- c. References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" clause contained in Part 13 of this subcontract. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the disputes process as defined in the terms of the Prime Agreement.

The full text of a clause incorporated by reference may be accessed electronically at this/these address (es): <http://www.acquisition.gov/far/>

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 may have, the Subcontractor shall indemnify, hold harmless and defend ARD 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.

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 Tetra Tech ARD'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 of the FAR.

Tetra Tech ARD 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 Tetra Tech ARD all Work Product.

Part 19. General Matters

This document sets forth all 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 20. Authorized Geographic Code

The authorized Geographic Code for procurement of goods and services under this subcontract are 937 and 110. Please see regulations in the USA Automated Directive System (ADS) 310.3.1.1 at <http://www.usaid.gov> (who-we-are, Operational Policy – ADS)

I have read the above terms and conditions, 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.

For "Institute for Development of Freedom of Information (IDFI)"



Signature of Subcontractor's Authorized Representative

Representative's Name: Mr. Giorgi Kldiashvili

Representative's Title: Executive Director

Date: May 3, 2019



For "ARD Inc."



Signature:

Representative's Name: Mr. Levan Samadashvili

Representative's Title: Chief of Party

Date: 05.03.2019

**ATTACHMENT A
Statement of Work**

BACKGROUND

The open data plays one of the major roles in the open government process. As described by the OECD: “Open Government Data (OGD) is a philosophy- and increasingly a set of policies - that promotes transparency, accountability and value creation by making government data available to all. Public bodies produce and commission huge quantities of data and information. By making their datasets available, public institutions become more transparent and accountable to citizens. By encouraging the use, reuse and free distribution of datasets, governments promote business creation and innovative, citizen-centric services”.

It is notable that not all public information can be considered as open data, since it requires production in special format such as CSV and Open XML.

For regular publication of open government data, Data Exchange Agency of the Ministry of Justice of Georgia created an open data portal www.data.gov.ge under the OGP Georgia National Action Plan 2014-2015.

In 2015, the Institute for Development of Freedom of Information (IDFI) implemented project funded by the USAID Good Governance Initiative aimed at increasing functional effectiveness of the www.data.gov.ge. As a result, the number of datasets published on the open data portal has almost doubled. Despite the above mentioned intervention, collection, processing and publishing of open government data in relevant formats has been carried out with a very low frequency and intensity in Georgia, especially on the part of municipalities mostly due to the shortage of necessary capabilities.

In order to improve open data collection, processing and publishing process Akhaltsikhe and Kutaisi City Halls embarked on the commitment to develop Open Data Action Plans under the OGP National Action Plan of Georgia (2018-2019).

OBJECTIVES/ EXPECTED OUTCOME

The objective of GGI is to support Akhaltsikhe and Kutaisi City Halls to improve open data collection and publishing process and ensure release of open government data in a way that will make it more accessible, interoperable and reusable. The ultimate goal of GGI is to support its partner municipalities in the publication of valuable datasets to meet the existing demands from all stakeholders including private sector, civil society, media, academia, etc.

The specific objective of this assignment is to provide technical assistance to the Akhaltsikhe and Kutaisi City Halls to develop Open Data Strategies and Action Plans (2019-2020) and monitoring frameworks that will ensure improved data management including better practices of data disclosure, which is an important element of a wide variety of key policy documents and action plans.

This intervention is in line with the OGP NAP 2018-2019 commitments of Akhaltsikhe and Kutaisi City Halls and ensures that publication of datasets on their respective websites and open data portal www.data.gov.ge is done in a consistent and verifiable manner.

DELIVERABLES

Specific deliverables of the Subcontract include:

1. Detailed methodologies for development of Situational Analysis, Open Data Strategies and Action Plans for both Akhaltsikhe and Kutaisi City Halls as well as capacity building activities are prepared and submitted to GGI (Geo-English).
2. Detailed work plan for the given tasks developed and submitted to GGI (Geo-English);
3. Reports of comprehensive situational analysis in connection with open data collection, processing and publication in Akhaltsikhe and Kutaisi City Halls (Geo-English);
4. Set of recommendations tailored to the individual needs of Akhaltsikhe and Kutaisi Municipalities aimed at improvement of open data management including publication of datasets on the www.data.gov.ge portal and websites of respective City Halls in a consistent and verifiable manner (Geo-English);
5. Power Point Presentations for Akhaltsikhe and Kutaisi City Hall leadership and relevant staff (Geo) on findings of the situational analysis and recommendations to improve open data management including by providing information on:
 - Open Data Licence
 - Recommended Formats for Open Data
 - Recommended Standards for Open Data
 - Unique Resource identifiers
6. Draft Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi municipalities and subsequently support development of sound policy documents using open government data (Geo).
7. Brief report of the public discussions (in the focus group format) in both cities;
8. Finalized Strategies and Action Plans (2019-2020) highlighting concrete steps on how to improve open data management process in Akhaltsikhe and Kutaisi City Halls together with monitoring frameworks (Geo-English);
9. Training module and material, including open data manual for the capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls to successfully collect, process and publish open government data in practice.
10. Capacity building activities for the relevant staff of Akhaltsikhe and Kutaisi City Halls;
11. All deliverables in the final form together with final report summarizing work conducted and results achieved (Geo-English).

ATTACHMENT B - THE BUDGET

DIRECT LABOR				
Position	Name	Rate in GEL	Days (Basis)	Total
Project Manager (POC)	Giorgi Kldiashvii	600.00	30	18,000.00
Project Analyst	Teona Turashvili	250.00	35	8,750.00
Project Analyst	Goga Tushurashvili	230.00	35	8,050.00
IT Consultant	TBD	200.00	15	3,000.00
Financial Manager	Ketevan Esvanjia	125.00	10	1,250.00
Total Direct Labor				39,050.00
TRAVEL, TRANSPORTATION and PER DIEM				
Description	Rate	Units (Basis)	Total	
Transportation Services (for the transportation of the project team to Akhaltsikhe and Kutaisi)	400.00	12	4,800.00	
Per Diem Expenses of the Project Manager (12 days)	65.00	12	780.00	
Per Diem Expenses of the Project Analyst (12 days)	65.00	12	780.00	
Accommodation of the Project Analyst at the hotel in Akhaltsikhe and Kutaisi	250.00	12	3,000.00	
Total Travel, Transportation and Per Diem			9,360.00	
Other Direct Costs				
Description	Rate	Units months	Total	
Printing and Stationary Expenses (For draft documents and workshop materials)	250.00	5	1,250.00	
Mobile phone Expenses (for 2 project team members)	50.00	5	250.00	
Bank Fees	50.00	5	250.00	
Total Other Direct Costs			1,750.00	
Total Costs in GEL			50,160.00	

ATTACHMENT C

INCORPORATED PROVISIONS

This Subcontract incorporates by reference the FAR clauses listed below with the same force and effect as if they were given in full text. Changes in references in the clauses of this article are as follows:

- (1) Contractor shall mean Subcontractor.
- (2) Contract shall mean Subcontract, e.g., this Subcontract between Tetra Tech ARD and SUBCONTRACTOR.
- (3) Contracting Officer shall mean the Tetra Tech ARD Contracting Officer or his authorized representatives.
- (4) The term "subcontract" means "second-tier or lower-tier subcontract".
- (5) The term "contract" means, "subcontract".
- (6) The term "Government" means "Tetra Tech ARD".

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/> for electronic access to the full text of FAR clauses and

<http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL 2013

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52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR	AUG 2013
52.209.9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUNE 2013
52.216-8	FIXED-FEE	JUNE 2011
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES 30 days	NOV 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH	JUL 2014
	DISABILITIES	
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	MAY 2014
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENCE BASE ACT)	JUL 2014
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010

B.K.

Subcontract No. GGI-SUB-026

52.232.9	LIMITATION ON WITHHOLDING OF PAYMENT	APR 1984
52.233-1	DISPUTES	MAY 2014
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.243-7	NOTIFICATION OF CHANGES (b) 30 (d) 30	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2014
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

ATTACHMENT D

CONTRACTOR'S 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).

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

FAR Reference 52.209-5.

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

Certification Regarding Responsibility Matters (APR 2010)

(a) (1) The Subcontractor certifies, to the best of its knowledge and belief, that –

(i) The Subcontractor 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. During 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 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 Subcontractor 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, and United States Code.

- (b) The Subcontractor 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 because 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 Subcontractor's: responsibility. Failure of the Subcontractor 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 a Subcontractor 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 Subcontractor 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.

1. 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.

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.

2. 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/cotffc/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 (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>.
- (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.

- (6) 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.”

SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Subcontractor, 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),

Subcontract #: GGI - SUB - 026

Subcontractor Name: Institute for Development of Freedom of Information

Project Title: Develop Open Data Strategies and Action Plans (2019-2020)

Name of Representative and Title: Giorgi Kldiashvili (Executive Director)

Signature:  Date: May 3, 2019

