

October 2, 2018

Request for Proposals # 053
Edutainment Performance at SACE's Project Closeout Event

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as "Chemonics"), through its locally registered associate company, SAI Associates Limited by Guarantee (hereinafter referred to as "SAI Associates" or "SAI") under the Strengthening Advocacy and Civic Engagement (SACE) project, USAID Contract No. AID-620-C-14-00001, is issuing a Request for Proposals (RFP) from edutainment groups to perform on November 8, 2018, at SACE's project closeout event an inspiring piece of performance art highlighting issues of transparency, accountability, and good governance (TAGG). The attached RFP contains all the necessary information for interested Offerors.

The SACE project is in its fifth and final year of programming and will officially close in late December 2018. SACE is a five year, \$19.2-million program funded by the U.S. Agency for International Development (USAID), through a contract with Chemonics International. Its objective was to strengthen civil society's ability to influence the development and implementation of key democratic reforms at the national, state, and local levels. SACE has supported increased engagement and efficacy of civil society to be able to influence public institutions whose function it is to serve citizens' interests. SACE explicitly aimed to engage marginalized populations, such as women, youth, and the disabled in the process and emphasize the importance of leadership and innovation.

The program has had four components:

1. Strengthened institutional, organizational, and technical capacity of targeted civil society organizations (CSO) coalitions and networks to advance targeted democracy and good governance initiatives.
2. Strengthened partnerships between CSO-led coalitions and networks and targeted Government of Nigeria (GON) institutions and key stakeholders to advocate for and monitor select democratic reforms aimed at strengthening transparency, accountability, and responsiveness of government institutions.
3. Strengthened public awareness, discourse and support for key democratic governance issues such as TAGG.
4. Strengthened capacity of partner business membership organizations (BMOs) and CSOs in the Niger Delta to advocate for inclusive economic reforms and equitable economic growth.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated fixed price services agreement (FPSA) by sending an e-mail indicating their intention to Senior Operations Manager Evelyn Okwudolor at procurement@nigeriasace.org by 5:00pm on October 4, 2018.

SAI Associates realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Senior Operations Manager Evelyn Okwudolor at procurement@nigeriasace.org according to the instructions in 1.8 of the RFP. If necessary, SAI Associates will provide answers to all relevant questions received in an amendment that will be e-mailed directly to all interested Offerors who registered with Ms. Okwudolor.

This RFP does not obligate SAI Associates to execute an FPSA nor does it commit SAI Associates to pay any costs incurred in the preparation and submission of the proposals. Furthermore, SAI Associates

reserves the right to reject any and all offers, if such action is considered to be in the best interest of SAI Associates.

Sincerely,

Joseph Urban
Compliance Director, SACE

Request for Proposals

RFP # 053

For the provision of

Edutainment Performance at SACE's Project Closeout Event

Contracting Entity:

SAII Associates Limited by Guaranteed
17 Euphrates Crescent, off Aminu Kano Crescent
Maitama, Abuja

Funded by:

United States Agency for International Development (USAID)

Funded under:

Strengthening Advocacy and Civic Engagement (SACE)

Prime Contract Number AID-620-C-14-00001

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

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

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

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

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

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

Please contact Compliance Director Joseph Urban (jurban@nigeriasace.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SACE	Strengthening Advocacy and Civic Engagement
SAF	Strategic Activities Fund
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Nigeria	USAID Mission in Nigeria
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, through SAI Associates, acting on behalf of the U.S. Agency for International Development (USAID) and the SACE project, under contract number AID-620-C-14-00001 is soliciting offers from companies and organizations to submit proposals for carrying out an inspiring piece of performance art highlighting issues of transparency, accountability, and good governance (TAGG) during SACE's closeout event on November 8, 2018.

SACE works with 17 policy clusters (groups of organizations, anchored by a project grantee), supporting them to influence reform that improves transparency, accountability, and good governance in Nigeria nationally, across a number of designated states, and also in the Niger Delta as a region. SACE has also worked with other groups, both civil society and government, outside the cluster model to influence an enabling environment for good governance and to meet the project's key democratic reform goals.

In its fifth year of implementation, SACE will end on January 1, 2019. During this five years, the project has recorded numerous successes and experienced new learnings that have impacted the Nigerian governance landscape. The project intends to hold a Project Closeout Event to showcase these successes, share our learnings and experiences to be applied to future projects, and celebrate the SACE's journey since early 2014. The ceremony will be a mixture of presentations, testimonials, videos, and appropriate performances that highlights and informs on SACE's success in Nigeria's development space.

The appropriate performance considered for the closeout ceremony is in the form of a dance/drama presentation that shows how partners, working in clusters, have been able to engage national, regional, and local governance processes and build capacities and promote citizen engagement in areas of transparency, accountability, and good governance in Nigeria. The dance/drama should include Nigerian cultural elements in explaining our work.

The project, through this method, hopes to build and share a vision of success which will inspire and catalyze memorable, sustainable civic action based upon our project and our achievements. The project is therefore desirous of engaging a dance drama performance group to produce a short skit that highlights the project's successes, lessons learned, and some key ecosystem achievements.

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

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

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

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

I.2. Offer Deadline

Offerors shall submit their offers electronically only.

E-mailed offers must be received no later than 12:00 noon on Wednesday, October 10, 2018, at the following address:

Evelyn Okwudolor
Senior Operations Manager, SACE
procurement@nigeriasace.org

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

I.3. Submission of Offers

Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

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

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

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

I.4. Requirements

To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.

A. General Requirements

SAII Associates anticipates issuing a fixed price services agreement to a Nigerian company or organization, provided it is legally registered and recognized under the laws of the Federal Republic of Nigeria and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the Federal Republic of Nigeria upon award of the FPSA.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in Nigeria at the time the FPSA is signed.

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

B. Required Proposal Documents

1. Cover Letter

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. Official bank account information
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 "Required Certifications".
 - e) Applicable documents listed in I.4.A.

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

2. Technical Proposal

The technical proposal shall comprise the following parts:

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

Offerors must describe their planning process for creating a piece of performance art to be presented at SACE's closeout event on November 8, 2018, including how they would collaborate with the SACE team in this creation. Offerors must also describe a potential performance, how it incorporates TAGG themes, and the meaning and moral which the audience should take from seeing such a performance. Offerors may provide online links to other similar performances they have undertaken for review by the evaluation committee.

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

Part 2 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include two past performance references of similar work previously implemented as well as contact information for the organizations for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

The company must also have the following:

- Minimum one-year experience in delivering similar dance/drama performances for reputable non-profit organizations.
- Demonstrable experience of having performed skits that speak to issues of corruption, transparency, accountability and good governance (photos and videos should be presented as proof).
- Demonstrable experience of having performed themes touching on marginalized groups, including women, youth, and/or persons with disabilities.
- Be made up of persons between the ages of 18 and 35.
- Referral letter from a SACE project partner attesting to the organization's integrity, credibility, and professionalism, preferred.

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

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

3. Cost Proposal

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

The price of the FPSA to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Nigerian naira. See Annex 2 for a sample cost structure.

If and when travel is required during the execution of the FPSA, the successful offeror shall be paid for all travel and per diem expenses based on the submission of expense reports supported by relevant receipts and bills. These costs do not need to be included in the cost proposal, however. No costs other than the hourly rates contained in the offeror's commercial rate sheet and reimbursable travel expenses will be paid under the FPSA.

Because SACE is a USAID-funded project and is implemented under a bilateral agreement between the Nigerian and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.

If an offeror does not have commercial rates, the cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. SAI

Associates reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. SAI Associates reserves the right to request additional information to substantiate an Offeror's indirect rates.

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

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

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

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

The cooperating country for this RFP is Nigeria.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.6. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP published	October 2, 2018
Deadline for written questions	October 5, 2018
Answers provided to questions/clarifications	October 9, 2018
Proposal due date	October 10, 2018
FPSA award (estimated)	October 24, 2018

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to procurement@nigeriasace.org no later than 9:00am on Friday, October 5, 2018. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

Proposal Submission Date. All proposals must be received by 5:00pm on Wednesday, October 10, 2018. Late offers will be considered at the discretion of SAI Associates.

Oral Presentations. SAI Associates reserves the option to have select offerors to participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the SACE office within 2 days of receiving notification, or via Skype should offerors not be located in Abuja.

FPFA Award (estimated). SAI Associates will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

I.7. Validity Period

Offerors' proposals must remain valid for 30 days calendar days after the proposal deadline.

I.8. Evaluation and Basis for Award

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

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

In evaluating proposals, SAI Associates will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	10 points
	Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	10 points
	Sector Knowledge – Does the proposal demonstrate the offeror's knowledge related to technical sectors required by the SOW?	15 points
Total Points – Technical Approach		35 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company meet the requirements under this subsection and have the relevant experience to execute the SOW?	65 points

Total Points – Corporate Capabilities	65 points
Total Points	100 points

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. SAII Associates will award an FPSA to the offeror whose proposal represents the best value to SAII Associates and the SACE project. SAII Associates may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.9. Negotiations

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

I.10. Terms of FPSA

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

I.11. Privity

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

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

II.1. Background

SACE works with 17 policy clusters (groups of organizations, anchored by a project grantee), supporting them to influence reform that improves transparency, accountability, and good governance in Nigeria nationally, across a number of designated states, and also in the Niger Delta as a region. SACE has also worked with other groups, both civil society and government, outside the cluster model to influence an enabling environment for good governance and to meet the project's key democratic reform goals.

In its fifth year of implementation, SACE will end on January 1, 2019. During this five years, the project has recorded numerous successes and experienced new learnings that have impacted the Nigerian governance landscape. The project intends to hold a Project Closeout Event to showcase these successes, share our learnings and experiences to be applied to future projects, and celebrate the SACE's journey since early 2014. The ceremony will be a mixture of presentations, testimonials, videos, and appropriate performances that highlights and informs on SACE's success in Nigeria's development space.

The appropriate performance considered for the closeout ceremony is in the form of a dance/drama presentation that shows how partners, working in clusters, have been able to engage national, regional, and local governance processes and build capacities and promote citizen engagement in areas of transparency, accountability, and good governance in Nigeria. The dance/drama should include Nigerian cultural elements in explaining our work.

The project, through this method, hopes to build and share a vision of success which will inspire and catalyze memorable, sustainable civic action based upon our project and our achievements.

The project is therefore desirous of engaging a dance drama performance group to produce a short skit that highlights the project's successes, lessons learned, and some key ecosystem achievements.

II.2. Scope of Work

Working collaboratively with the SACE public awareness and communications team, the offeror will perform the following specific tasks, subjected to expansion or revision based on planning with the SACE project during the creation stage:

- Collaborate with the SACE public awareness and communications team to plan a themed performance that is enjoyable, informative, and well organized, focusing on the themes of transparency, accountability, and good governance.
- Arrive at the close out event the day before, i.e. November 7, 2018, and execute a dress rehearsal for the SACE chief of party and public awareness and communication team.
- Make any revisions to the performance based on feedback from the dress rehearsal.
- Perform a 10-minute skit, with a maximum number of five performers, at the time and place in Abuja directed by the SACE team on November 8, 2018.

II.3. Deliverables

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

Deliverable No. 1: Activity Schedule

A one-page document, Times New Roman font, size 11, single spaced. This activity schedule shall have a timeline indicating specific activities required to occur before, during, and after the Closeout Event in order to successfully execute the FPSA.

Deliverable No. 2: Performance Storyboard

A comprehensive storyboard that lays out the details of the performance to be presented at the Closeout Event.

Deliverable No. 3: Post-Event Activity Report

A one-page document, Times New Roman font, size 11, single spaced. The report shall detail the organization's planning and execution of the performance, any issues or challenges encountered during the FPSA, and their resolution.

II.4. Deliverables Schedule

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule:

Deliverable Number	Deliverable Name	Due Date
1	Activity Schedule	October 29, 2018
2	Performance Storyboard	November 2, 2018
3	Post-Event Activity Report	November 14, 2018

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

**Any expense reports submitted in relation to required travel under the FPSA must be submitted, with all receipts and boarding passes, no later than November 16, 2018. Expenses received after that date will not be reimbursed.

Section III Fixed Price Services Agreement**FIXED-PRICE SERVICES AGREEMENT****This agreement is made between:**

SAII ASSOCIATES LIMITED BY GUARANTEE (hereinafter "SAII Associates") whose registered office is situated at 17 Euphrates Crescent, off Aminu Kano Crescent, Maitama, Abuja, Nigeria,

And

TBD, (hereinafter "the Service Provider")

SAII Associates and the Service Provider hereby agree that the Service Provider will provide professional services to SAII Associates subject to the terms and conditions as follows:

Section I. Background

SACE works with 17 policy clusters (groups of organizations, anchored by a project grantee), supporting them to influence reform that improves transparency, accountability, and good governance in Nigeria nationally, across a number of designated states, and also in the Niger Delta as a region. SACE has also worked with other groups, both civil society and government, outside the cluster model to influence an enabling environment for good governance and to meet the project's key democratic reform goals.

In its fifth year of implementation, SACE will end on January 1, 2019. During this five years, the project has recorded numerous successes and experienced new learnings that have impacted the Nigerian governance landscape. The project intends to hold a Project Closeout Event to showcase these successes, share our learnings and experiences to be applied to future projects, and celebrate the SACE's journey since early 2014. The ceremony will be a mixture of presentations, testimonials, videos, and appropriate performances that highlights and informs on SACE's success in Nigeria's development space.

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The project, through this method, hopes to build and share a vision of success which will inspire and catalyze memorable, sustainable civic action based upon our project and our achievements.

The project is therefore desirous of engaging a dance drama performance group to produce a short skit that highlights the project's successes, lessons learned, and some key ecosystem achievements.

Section II. Specific Tasks

The Service Provider shall undertake the following tasks under this agreement:

1. Pre-planning event with SACE team
2. Create storyboard of performance for SACE team review
3. Rehearsals and dress rehearsal for SACE teams prior to day of event
4. Event performance

5. Post-event report drafting

Section III. Level of Effort

The Service Provider's level of effort will vary based upon pre-planning meetings with SACE and the number of rehearsals required. It therefore cannot be estimated at this time. As level of effort directly affects the overall price of this FPSA, reference is hereby made to Section VIII.A which sets out the total price ceiling above which the Service Provider will not be reimbursed without a formal modification to this agreement.

Section IV. Period of Performance

This agreement is effective from TBD, to November 16, 2018.

Section V. Location

The Service Provider shall perform its obligations under this agreement primarily in Abuja.

Section VI. Reporting

The Service Provider shall report to Jennifer Onyejekwe, Public Awareness and Communications Advisor of the SACE project, or to her designated representative as appropriate.

Section VII. Deliverables

The Service provider will complete the following deliverables aligned with the specific tasks in Section II above:

Deliverable No. 1: Activity Schedule

A one-page document, Times New Roman font, size 11, single spaced. This activity schedule shall have a timeline indicating specific activities required to occur before, during, and after the Closeout Event in order to successfully execute the FPSA.

Deliverable No. 2: Performance Storyboard

A comprehensive storyboard that lays out the details of the performance to be presented at the Closeout Event.

Deliverable No. 3: Post-Event Activity Report

A one-page document, Times New Roman font, size 11, single spaced. The report shall detail the organization's planning and execution of the performance, any issues or challenges encountered during the FPSA, and their resolution.

All deliverables shall be e-mailed to Jennifer Onyejekwe (jonyejekwe@nigeriasace.org), copying eokwudolor@nigeriasace.org, in MS Word and Excel format as appropriate.

Section VIII.A. Price and Payment

The Service Provider shall be paid a total amount of ₦TBD. This amount will be paid in installments based upon the successful completion and submission of the deliverables specified in Section VII and in line with the schedule in Section VIII.B. The Service Provider will submit an invoice with each

deliverable to Ms. Onyejekwe, or her designee. The total price includes all expenditures related to the successful completion of the agreement. No additional costs, with the exception of travel and per diem expenses as detailed below, shall be paid or reimbursed without a formal amendment to this agreement.

All travel and per diem expenses will be reimbursed outside this agreement and will be based upon the submission of expense reports (in SAII Associates format) supported by receipts. All expense reports must follow the expense report guidelines outlined in Annex B and the expense report template attached hereto.

Section VIII.B. Payment Schedule

The Service Provider shall be paid according to the payment schedule as follows:

Installments:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)
1. <u>NTBD</u>	1. Activity Schedule
2. <u>NTBD</u>	2. Performance Storyboard
	3. Post-Event Activity Report

Schedule:

Deliverable Number	Deliverable Name	Due Date
1	Activity Schedule	October 29, 2018
2	Performance Storyboard	November 2, 2018
3	Post-Event Activity Report	November 14, 2018

Section VIII.C. Conditions for Payment

The Service Provider shall be paid within 30 days of the *approval* of the deliverables and the submission of an invoice. If for any reason the work is considered incomplete or professionally unacceptable in the opinion of Ms. Onyejekwe or her designee, the Service Provider will be informed and shall, per the requests of Ms. Onyejekwe or her designee, revise the work in question with no additional compensation owing to the Service Provider. Payment for a deliverable shall not be made until the deliverable is fully and appropriately approved by Ms. Onyejekwe or her designee.

Section VIII.D. Invoice Format

The Service Provider shall submit invoices in the format outlined in Annex A of this agreement.

Section VIII.E. Withholding Tax

Per relevant Nigerian law, SAII Associates shall withhold a mandated percentage of each of the payments due to the Service Provider and remit them to the relevant tax authority.

Section IX. Rights of Data Ownership

The ownership of all reports, research, data, intellectual property, and work products developed or used under this agreement vests with SAII Associates and must be delivered to SAII Associates upon request at the conclusion of the agreement. The Service Provider agrees not to publish, distribute to a third party, or make use of any such materials without the prior approval in writing of SAII Associates, except when such prohibition would contravene applicable Nigerian law.

Section X. Termination

Either party may terminate this agreement for cause, including but not limited to, any breach of obligation under this agreement. Additionally, SAI Associates may terminate this agreement at any time for convenience in the event of termination of the project contracts currently in place between SAI Associates' associate company, Chemonics International Inc., and the U.S. Agency for International Development (USAID) in Nigeria. In either event, no less than five days' notice shall be given to either party, and an equitable adjustment shall be negotiated between the parties for services rendered prior to the date of termination.

Section XI. Nondisclosure of Confidential Information

The Service Provider acknowledges that its agreement with SAI Associates provides it with access to specialized and confidential information and knowledge regarding SAI Associates' work, including but not limited to, that work under the contracts which fund this agreement. The Service Provider recognizes that if this information were to become publicly available, it could cause serious and irreparable harm and damage to SAI Associates and its staff.

Therefore, the Service Provider shall, at all times, maintain all "confidential information" in the strictest confidence. "Confidential information" is defined as all information and materials concerning SAI Associates and Chemonics' USAID and other donor-funded contracts, including such information that USAID treats and/or designates as confidential, which includes but is not limited to all information and materials concerning or relating to SAI Associates' business and financial practices, its methods of performing under any and all USAID or other donor-funded contracts, its trade secrets, and any and all other information and materials not generally known to the public.

Except as expressly required to perform its duties and services on behalf of SAI Associates, the Service Provider shall not, during the period of performance of this agreement or after, either directly or indirectly, use, communicate, convey, disclose, disseminate, publish, or otherwise impair the confidentiality (or assist or allow another to do so) of any and all "confidential information" that the Service Provider became aware of or that was otherwise provided or available to it during or on account of this agreement with SAI Associates.

Section XII. Other Conditions

- A. The Service Provider is not the agent of USAID or SAI Associates and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of USAID or SAI Associates in any respect.
- B. The Service Provider shall perform all of its obligations under this agreement (including the provision of services) with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.
- C. The Service Provider shall not engage in business or professional activity that conflicts or could conflict with any of its obligations in relation to this agreement.
- D. This agreement shall be governed by the laws of the Federal Republic of Nigeria.
- E. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this agreement. If the matter is not resolved by negotiation, the parties will refer the dispute to arbitration in accordance with UN

Commission on International Trade Law (UNCITRAL) procedures at a location to be determined and agreed by both parties.

Section XIII. Signature

If the Original Agreement is not returned to SAII Associates duly completed, signed, and dated by and on behalf of the Service Provider within 30 days of the date of SAII Associates' execution, SAII Associates shall be entitled, at its sole discretion, to declare this agreement void. No payment will be made to the Service Provider under this agreement until a copy of the agreement, signed by and on behalf of the Service Provider, shall have been returned to SAII Associates.

On behalf of SAII Associates:

Name: Joseph Urban
Position: Compliance Director

Signature: _____

Date: _____

For TBD:

Name: _____

Position: _____

Signature: _____

Date: _____

Address: _____

Telephone: _____

E-Mail: _____

Annex 1 Cover Letter

[Offeror: Insert date]

Evelyn Okwudolor
Senior Operations Manager
Strengthening Advocacy and Civic Engagement (SACE)
17 Euphrates Crescent, off Aminu Kano Crescent
Maitama, Abuja

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

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

Dear Ms. Okwudolor:

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

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

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 30 calendar days after the proposal deadline.

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

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

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

Sincerely yours,

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

Annex 2 Guide to Creating a Financial Proposal for an FPSA

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

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

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

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

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

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

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

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

Sample Budget

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

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

**Offeror's Names
RFP TITLE
RFP #**

No.	Description	Quantity	Unit	Frequency	Unit	Cost per unit	Total
1	Design						
	Annual Report	1	pack	4	court	Rp 100	Rp 400
	Leaflet	1	ver	4	court	Rp 100	Rp 400
							Rp -
	Sub Total						Rp 800
2	Production Cost						
2.1	Annual Report	500	exp	4	court	Rp 100	Rp200,000
2.2.	Leaflet	500	exp	8	court	Rp 100	Rp400,000
	Sub Total						Rp 400,000
3	Distribution Management						
	PIC	1	pack	4	court	Rp 100	Rp 400
							Rp -
	Sub Total						Rp 400
GRAND TOTAL							Rp 877,100

Annex 3 Required Certifications**EVIDENCE OF RESPONSIBILITY****1. Offeror Business Information**

Company Name: Full Legal Name

Address: Address

2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes No

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

in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

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

Yes No

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

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

Signature: _____

Name: _____

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

Title: _____

Date: _____