

Request for Proposals

RFP # GHSC-PSM-TO4-2021-01

For the provision of

MNCH procurement and supply manual commodity chapters

Contracting Entity:  
Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003-5115

Funded by:  
United States Agency for International Development (USAID)

Funded under:  
Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM)

Prime Contract Number AID-OAA-I-15-00004; AID-OAA-TO-16-00018

**\*\*\*\*\* 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 Senior Vice President and GHSC-PSM IDIQ Director Judith Heichelheim with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to [BusinessConduct@chemonics.com](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

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## List of Acronyms

AIDAR	Agency for International Development (USAID) Acquisition Regulation
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
DBA	Defense Base Act
DUNS	Data Universal Numbering System
FAR	Federal Acquisition Regulations
IDIQ	Indefinite Delivery Indefinite Quantity
MCH	Maternal and Child Health
MEDEVAC	Medical Evacuation
MNCH	Maternal, newborn and child health
PEPFAR	President's Emergency Plan for AIDS Relief
PMI	President's Malaria Initiative
POC	Point of Contact
PRH	Population and Reproductive Health
QA	Quality Assurance
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
TO	Task Order
UNCoLSC	UN Commission on Life Saving Commodities
U.S.	United States
USAID	U.S. Agency for International Development
USG	U.S. Government

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

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

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) under prime contract number AID-OAA-I-15-00004, task order AID-OAA-TO-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to develop additional commodity chapters for The Manual for Procurement and Supply of Quality-Assured Maternal, Newborn and Child Health Commodities.

GHSC PSM is ensuring an uninterrupted supply of health commodities to prevent suffering, save lives, and create a brighter future for families across the globe. The IDIQ has four task orders (TOs) that directly support the President's Emergency Plan for AIDS Relief (PEPFAR), the President's Malaria Initiative (PMI), Population and Reproductive Health (PRH) and the Office of Maternal and Child Health and Nutrition through an array of services for health commodity procurement and related systems strengthening technical assistance encompassing the different elements of a comprehensive supply chain. Under the IDIQ, the Maternal and Child Health (MCH) and Zika Commodities TO (TO4) provides USAID missions, bureaus, and operating units with a worldwide mechanism to support USAID's goal of ending preventable child and maternal deaths through increasing access to quality-assured commodities for maternal, newborn and child health (MNCH).

GHSC-PSM TO4 aims to support the objectives of the UN Commission on Life Saving Commodities (UNCoLSC) to respond to life-saving commodity knowledge needs at country level. In 2019, GHSC-PSM published The Manual for Procurement and Supply of Quality-Assured Maternal, Newborn and Child Health Commodities (<https://www.ghsupplychain.org/procurement-and-supply-quality-assured-maternal-newborn-and-child-health-commodities>). The manual was designed to assist procurement agencies and procurement specialists in establishing a quality assurance (QA) system for the procurement of MNCH products. It is the first of its kind to provide such comprehensive information on the specific quality requirements that must be met to ensure the quality, safety, and efficacy of MNCH products across the full MNCH supply chain in a country, up to the point of use. The manual also provides detailed product specifications for eight priority MNCH commodities. The objective of this activity is to increase knowledge around requirements for procurement of quality-assured maternal health products among government agencies and manufacturers through the creation of additional commodity chapters of the manual.

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

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

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

### **I.2. Chronological List of Proposal Events**

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

RFP published

06/01/22

Deadline for written questions	11/01/22, 5pm EST
Answers provided to questions/clarifications	13/01/22
Proposal due date	18/01/22, 5pm EST
Subcontract award (estimated)	31/01/22

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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to GHSC-PSM Program Management Operations Manager Megan Corrigan (mcorrigan@chemonics.com) no later than 5pm EST on January 11, 2022. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

**Proposal Submission Date.** All proposals must be received by the date and time and complying with the instructions as provided in Section I.3.

**Oral Presentations.** Chemonics reserves the option to have select offerors 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 GHSC-PSM office within 2 days of receiving notification.

**Subcontract Award (estimated).** Chemonics will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

### **I.3. Offer Submission Requirements**

Offerors shall submit their offers electronically only.

Emailed offers must be received by the same time and date at the following address:

Megan Corrigan  
GHSC-PSM Program Management Operations  
mcorrigan@chemonics.com

Faxed offers will not be considered.

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

Proposals must be submitted electronically only. Late offers will be considered at the discretion of Chemonics.

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

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

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. Eligibility Requirements**

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

Chemonics anticipates issuing a subcontract to a U.S. or international company or organization provided it is legally registered and recognized under the laws of the U.S. or the country where it is headquartered and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a small business, private firm, non-profit, civil society organization, or university.

The award will be in the form of a firm fixed price subcontract (hereinafter referred to as “the subcontract”). The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

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 U.S. or the country where it is headquartered upon award of the subcontract.
- (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, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

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

Any subcontract 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 935 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 the U.S.

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).

Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities please note that they will be deemed not technically responsive, and excluded from competition.

## **I.6. Validity Period**

Offerors' proposals must remain valid for 90 calendar days after the proposal deadline.

## **I.7. Instructions for the Preparation of the Proposal**

### **1. Cover Letter**

The offeror shall use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

### **2. Technical Proposal**

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive 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.

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 2 and 4 pages long but may not exceed 4 pages.
- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 3 pages long but may not exceed 3 pages. CVs may be included in an annex to the technical proposal and will not count against the page limit.
- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 5 and 7 pages long but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan.

Additionally, offerors must include three past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. Chemonics reserves the right to check additional references not provided by an offeror.

### **3. Cost Proposal**

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

The price of the subcontract to be awarded will be an all-inclusive fixed price. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items as well as a budget narrative. Offerors should include in the budget proposal the cost of one chapter which will be the same rate for up to seven chapters in the final subcontract. It is anticipated that the cost required to develop each chapter will not vary greatly depending on the commodity. If applicable, the offeror may include, cost savings or discounts based on economies of scale after developing one chapter as the structure and sections will likely be similar across chapters. The offeror shall describe this discount in the budget narrative. Please refer to Annex 2 for detailed instructions and a sample cost structure.

No profit, fees, taxes, or additional costs may be added after award.

## I.8 Evaluation and Basis for Award

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. 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. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the GHSC-PSM project. Chemonics 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.

Evaluation points will not be awarded for cost, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

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

<b>Evaluation Criteria</b>	<b>Evaluation Sub-criteria</b>	<b>Maximum Points</b>
<b>Technical Approach, Methodology, and Detailed Work Plan</b>		
	Technical know-how – Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the project as stated in the Scope of Work	15 points
	Approach and Methodology – Chemonics will assess whether the proposed program approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently	15 points
	Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror's knowledge related to MNCH commodities, supply chain management, and quality assurance required by the SOW.	20 points
<b>Total Points – Technical Approach</b>		50 points
<b>Management, Personnel, and Staffing Plan</b>		
	Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the	10 points



	proposed team members and evaluate if the offer has the experience and capabilities carry out the Scope of Work	
<b>Total Points – Management</b>		<b>10 points</b>
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work. Preference will be given to organizations that demonstrate experience with similar scopes of work related to procurement manuals for MNCH commodities.	20 points
	Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope	20 points
<b>Total Points – Corporate Capabilities</b>		<b>40 points</b>
<b>Total Points</b>		<b>100 points</b>

## I.9 Negotiations

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

## I.10 Terms of Subcontract

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of subcontract negotiations, any resulting subcontract will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in section III to finalize the subcontract. 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 Insurance and Services

Within two weeks of signature of this subcontract, the Offeror at its own expense (except that DBA shall be reimbursable to the Offeror at cost), shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing

to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

#### DEFENSE BASE ACT (DBA) INSURANCE

##### a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high risk environments and where Chemonics may be providing security.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) USAID's DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is AON Risk Insurance Services West, Inc. Address is: AON, 2033 N. Main St., Suite 760, Walnut Creek, CA 94596-3722. Point of contact is Fred Robinson: (o) 925-951-1856, fax: 925-951-1890, E-Mail: Fred.Robinson@aon.com. Subcontractor must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will

be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this Subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

TYPE	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage.	\$1,000,000 \$2,000,000
(c) Automobile Liability Combined Single Limit each occurrence	As per AIDAR 752.228-7 and \$1,000,000
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$1,000,000/ \$2,000,000

## I.12 Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics International for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement

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

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

GHSC-PSM is ensuring an uninterrupted supply of health commodities to prevent suffering, save lives, and create a brighter future for families across the globe. The IDIQ has four TOs that directly support PEPFAR, PMI, PRH and the Office of Maternal and Child Health and Nutrition through an array of services for health commodity procurement and related systems strengthening technical assistance encompassing the different elements of a comprehensive supply chain. TO4 provides USAID missions, bureaus, and operating units with a worldwide mechanism to support USAID's goal of ending preventable child and maternal deaths through increasing access to quality-assured commodities for MNCH.

GHSC-PSM TO4 aims to support the objectives of the UNCoLSC to respond to life-saving commodity knowledge needs at country level. In 2019, GHSC-PSM published The Manual for Procurement and Supply of Quality-Assured Maternal, Newborn and Child Health Commodities. The manual was designed to assist procurement agencies and procurement specialists in establishing a QA system for the procurement of MNCH products. It is the first of its kind to provide such comprehensive information on the specific quality requirements that must be met to ensure the quality, safety, and efficacy of MNCH products across the full MNCH supply chain in a country, up to the point of use. The manual also provides detailed product specifications for eight priority MNCH commodities.

The objective of this activity is to increase knowledge around requirements for procurement of quality-assured maternal health products among government agencies and manufacturers through the creation of additional commodity chapters of the manual.

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

Under this scope of work the subcontractor shall:

- 1) Review the technical specifications on the existing eight commodity chapters (please see the link in Annex 6) and update as needed.
- 2) Develop up to seven additional chapters for the following commodities:
  - a. Tranexamic Acid;
  - b. Methyldopa;
  - c. Hydralazine;
  - d. Methyldopa;
  - e. Heat-stable carbetocin;
  - f. Low dose aspirin; and
  - g. Calcium gluconate.

The activities that will allow the subcontractor to meet the above stated objective are described below.

#### **Activity 1. Review existing commodity chapters**

The subcontractor will review the technical specifications on the existing eight commodity chapters and update as needed.

#### **Activity 2. Produce additional chapters on select MNCH commodities for addition to the Manual**

The subcontractor will develop technical documentation on MNCH commodities.

The subcontractor will develop up to seven additional chapters including detailed product specifications, information on identified quality sources and other supply chain considerations for procurement agencies to use in sourcing quality products. Data sources may include, but are not limited to, regulatory requirement

information available on government regulatory authority websites, information from manufacturers and other information sourced by market access expert consultants.

### II.3. Deliverables

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

Deliverable No. 1: Updated existing commodity chapters

The subcontractor shall submit edited existing eight commodity chapters in Word format (using track changes to show the edits) to GHSC-PSM for review.

Deliverable No. 2: First draft of technical documentation: new commodity chapters

Following the approval of Deliverable 1, Updated existing commodity chapters, the subcontractor shall provide an initial draft of the new chapters to GHSC-PSM for review and input. The first draft shall be at least 15 pages per commodity chapter submitted in Word format.

Deliverable No. 3: Final draft of technical documentation: new commodity chapters

Following the approval of Deliverable 2, First draft of technical documentation: new commodity chapters, the subcontractor shall submit a final draft of technical documentation will adequately address comments from the review of the first draft (Deliverable No. 2). The document will be reviewed a second time before final copy editing. The final draft shall be fully copy edited and laid out in accordance with GHSC-PSM branding requirements. The final draft shall be at least 15 pages per commodity chapter submitted in Word and PDF format.

### 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	Updated existing commodity chapters	10 weeks after subcontract signing
2	First draft of technical documentation: new commodity chapters	14 weeks after subcontract signing
3	Final draft of technical documentation: new commodity chapters	18 weeks after subcontract signing

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

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

Please see Annex 5 Firm Fixed Price Subcontract (Terms and Clauses).

**Annex 1 Cover Letter**

[Offeror: Insert date]

Megan Corrigan  
Program Management Operations Manager  
GHSC-PSM  
Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003-5115

Reference: Request for Proposals for “MNCH procurement and supply manual commodity chapters”  
(RFP# GHSC-PSM-TO4-2021-01)

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

Dear Ms. Corrigan:

[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 90 calendar days after the proposal deadline.

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

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

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

Sincerely,

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

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

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the subcontract 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 strongly recommended that offerors follow the steps described below.

**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 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.** Offerors should consider 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.

**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. All items and services must be clearly labeled and include the total offered price. The detailed budget must show major line items, including, for example:

1. Salaries
2. Indirect costs
3. Any other costs applicable to the work
4. DBA – see clause I. 11

All cost information must be expressed in U.S. dollars.

**Step 4: Write Budget Narrative.** 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. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns 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. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.



### Sample Budget

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

<b>Design, Production, and Distribution of Communications Materials to District Courts</b>			
Deliverable	Base	Rate	Total
<b>Deliverable No. 1: Draft Communication Materials</b>			
Design Specialist (daily rate)	6	\$400	\$2,400
Operations Manager (daily rate)	3	\$500	\$1,500
Software Licence	1	\$1,500	\$1,500
<i>Total, Deliverable 1</i>			\$5,400
<b>Deliverable No. 2: Printed Communication Materials</b>			
Design Specialist (daily rate)	3	\$400	\$1,200
Operations Manager (daily rate)	2	\$500	\$1,000
Pamphlet Paper	500	\$2	\$1,000
Printing Ink	1	\$1,000	\$1,000
<i>Total, Deliverable 2</i>			\$4,200
<b>Deliverable No. 3: Proof of Distribution of Materials to Districts 1-4</b>			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 3</i>			\$3,525
<b>Deliverable No. 4: Proof of Distribution of Materials to Districts 5-8</b>			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 4</i>			\$3,525
<b>Grand Total</b>			<b>\$16,650</b>

## Annex 3 Required Certifications

### EVIDENCE OF RESPONSIBILITY

#### 1. Offeror Business Information

**Company Name:** Full Legal Name

**Address:** Address

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

#### 2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

#### 3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRs.gov in accordance with The Transparency Acts of 2006 and 2008. 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](http://www.SAM.gov))?
- ☐ Yes ☐ No

#### 4. Ability to Comply

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

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

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

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

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

## 7. Equipment and Facilities

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

## 8. Eligibility to Receive Award

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

## 9. Commodity Procurement

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

## 10. Cognizant Auditor

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

## 11. Acceptability of Contract Terms

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

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

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

## 13. Organization of Firm

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

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

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

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

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

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



## KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

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 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.

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

Name:

Title/Position:

Organization:

Address:

Date of Birth:

### 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.

## Subcontractor Size Self-Certification Form

**Reference Number:** [enter the funding agency's solicitation or contract number]

**Project Name:** [enter full name of project]

**Primary NAICS Code:** [enter the [NAICS](#) code that best describes the work being performed under the subcontract. i.e: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. The NAICS codes most commonly used by Chemonics is 541611, 541618, 541620, 541990]

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**Company Name:** Full legal name

**Address:** Street address

**City, State, Zip:** City, State Zip

**DUNS Number:** [enter the [Data Universal Numbering System \(DUNS\)](#) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]

**Contact Person:** Name, Title

**Contact Phone Number:** (555) 555-5555

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### Type of Entity

If you have difficulty ascertaining the business size status, please refer to SBA's website ([www.sba.gov/size](http://www.sba.gov/size)) or contact your local SBA office.

☐ Small Business ☐ Large Business ☐ Nonprofit/Educational ☐ Government ☐ Non-US

If "Small Business" is checked above, and if applicable, please identify any additional small business designations under which the company qualifies. You may wish to review the definitions for the below categories in the Federal Acquisition Regulation 19.7 or 52.219-8 ([www.acquisition.gov/far/](http://www.acquisition.gov/far/)) to determine applicability.

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> 8(a)
<input type="checkbox"/> HUBZone	<input type="checkbox"/> Woman Owned Small Business
<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Service Disabled Veteran Owned
<input type="checkbox"/> Alaskan Native Corporation	<input type="checkbox"/> Indian Tribe

By signature below, I hereby certify that the business type and designation indicated above is true and accurate as of the date of execution of this document, and I further understand that under 15 U.S.C. 645(d), any person who misrepresents a business' size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

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Signature and Title (required)

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Date

\*\*\*\*\*CHEMONICS INTERNAL USE ONLY\*\*\*\*\*

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of \_\_\_\_/\_\_\_\_/\_\_\_\_ conducted by: \_\_\_\_\_.





**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION**

**Prime Contract**

**Insert Prime Contract Name**

**Insert Prime Contract Number/Task Order Number**

**Subcontractor Data**

**Insert Subcontractor Name**

**Insert Subcontractor AddressLine1**

**Insert Subcontractor AddressLine2**

**Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other**

**Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country**

**Subcontract Number: INSERT SUBCONTRACT NUMBER**

**Start Date: INSERT SUBCONTRACT START DATE**

**Subcontract Value: INSERT SUBCONTRACT VALUE**

A. In the previous tax year, was your company's gross income from all sources **under** \$300,000?

☐ Yes ☐ No

B. If **"No"**, please provide the below information and answer the remaining questions.

**(i) Subcontractor DUNS Number: Insert DUNS on record**

(ii) 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

(iii) 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?:

☐ Yes ☐ No

(iv) Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?

☐ Yes ☐ No

(v) If you have indicated "Yes" for paragraph (ii) **and** "No" for paragraph (iii) and (iv) above, provide the names and total compensation\* of your five most highly compensated executives\*\* for the preceding completed fiscal year.

1. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

\_\_\_\_\_  
Signature and Title (required)

\_\_\_\_\_  
Date

\*"Total compensation" means the cash and noncash dollar value earned by the executive during the Subcontractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

\*\*"Executive" means officers, managing partners, or any other employees in management positions.

## Annex 4

### DUNS and SAM Registration Guidance

## **What is DUNS?**

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

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

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

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

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

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

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

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

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

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

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

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

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

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

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

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

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

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

- (1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**,
- (3) The public have **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the 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 US Internal Revenue Code of 1986.

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

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

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

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the 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.

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

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

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

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf)

Follow the step-by-step guidance for contracts registrations at:  
[https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Contract\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf)

*You must have a Data Universal Numbering System (DUNS) number in order to begin either registration process.*

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

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

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

- \* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- \* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- \* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
- \* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

\* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. \* Electronic Data Interchange (EDI) Information\* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (\*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

## **Annex 5 Firm Fixed Price Subcontract (Terms and Clauses)**

### **C.4 FURNISHED PROPERTY AND LOWER-TIER SUBCONTRACTING**

Unless authorized in writing by Chemonics in advance, no non-expendable equipment and/or resources, supplies, or commodities shall be procured and billed by the Subcontractor under this Subcontract. If Chemonics furnishes any property for performance of this subcontract, the Subcontractor shall comply with Chemonics' property management policies. In addition, the Subcontractor is not authorized to award any lower-tier subcontracts without prior written approval from Chemonics under this subcontract.

### **C.5 WORKING RELATIONSHIPS**

In carrying out this Subcontract, the Subcontractor shall report and receive overall policy guidance from Chemonics related to project activities and field office policies. Any subcontract staff working under this Subcontract activity directly in the field office are required to abide by the governing field office policies in effect. The Chemonics Chief of Party, or individual otherwise delegated, will advise the Subcontractor regarding the performance of any subcontract personnel on site. It is understood by both parties that any Subcontractor employees or agents, including without limitation those housed in the Chemonics project office, remain employees of the Subcontractor and shall not be considered Chemonics employees. Subcontractor personnel must keep an accurate daily record of time billed in accordance with the policies and practices of the Subcontractor and the requirements of the Subcontract. If requested by the Subcontractor, the Chief of Party or his/her designee in the field office shall review and provide concurrence on the Subcontractor's employee's time prior to submission to the Subcontractor for approval and processing. Any signature of a Chemonics employee on a Subcontractor employee's timesheet shall not be construed as creating any employment or contractual relationship, express or implied, between Chemonics and the Subcontractor employee, nor shall such signature constitute or be construed as an assurance that Chemonics will reimburse the Subcontractor for the cost of the subcontractor employee's labor.

The Subcontractor shall not have the right to bind Chemonics to any agreement without Chemonics' prior written consent. The Subcontractor agrees that none of the personnel that it provides to perform services hereunder shall be entitled to any of Chemonics' benefits, including (a) income tax withholding; (b) 401K or other retirement benefits; or (c) employee stock purchase or stock option plans. The Subcontractor shall be solely responsible for the withholding and payment of all taxes and insurance premiums owed by or relating to such personnel, including workers' compensation insurance.

The Subcontractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Subcontract in accordance with the terms and conditions herein and applicable Federal Acquisition Regulation cost principles. The Subcontractor shall ensure that Subcontractor employees comply with subcontract terms and conditions.

### **C.6 TEAM COMPOSITION AND QUALIFICATIONS**

The Subcontractor shall determine the appropriate composition and qualifications of its team per the guidelines herein.

### **C.7 LANGUAGE REQUIREMENTS**

Subcontractor personnel and/or consultants shall have language proficiency in English. In the event of inconsistency between any terms of this subcontract and any translation into another language, the English meaning shall control.

## **C.8 RESERVED**

## **C.9 RESERVED**

## **C.10 INTERNATIONAL TRAVEL and APPROVAL NOTIFICATION REQUIREMENT**

All international travel under this subcontract requires the prior written approval of Chemonics. In accordance with AIDAR 752.7032 International Travel Approval and Notification Requirements and AIDAR 752.7027 Personnel, the prior written approval for international travel must be provided in writing by USAID, through Chemonics, provided that concurrence with the assignment of individuals outside the United States is obtained by the Subcontractor, through Chemonics, in writing, prior to their assignment abroad. International Travel must be within the terms of this subcontract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount. The Subcontractor shall retain for audit purposes a copy of each travel concurrence.

## **C.11 LOCAL TRAVEL APPROVALS**

The Subcontractor is authorized to travel locally within the U.S. to carry out the services described in the statement of work. The Subcontractor shall not travel internationally under this Subcontract without the prior written approval of Chemonics (see C.10 above.).

## **C.12 EMERGENCY LOCATOR INFORMATION**

Per AIDAR 752.7004, the Subcontractor agrees to provide the following information to Chemonics on or before the arrival in the Cooperating Country of every subcontract employee or dependent:

- The individual's full name, home address, and telephone number.
- The name and number of the subcontract, and whether the individual is an employee or dependent.
- The Subcontractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Subcontractor's home office staff member having administrative responsibility for the subcontract.
- The name, address, and telephone number(s) of each individual's next of kin.

## **C.13 ORGANIZATIONAL CONFLICTS OF INTEREST**

It is understood and agreed that some of the work performed under this contract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, the



Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

### C.14 CHANGES

(a) Chemonics may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Subcontract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of performance; and (vi) place of performance.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Subcontract, Chemonics shall make an equitable adjustment in this Subcontract price and/or delivery schedule and modify this Subcontract accordingly. Changes to the period of performance will be subject to a price adjustment only.

(c) Subcontractor must request any equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from Chemonics, or the right to any additional compensation is waived. If Subcontractor's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, Chemonics shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Subcontract. However, nothing contained in this "Changes" clause shall excuse Subcontractor from proceeding without delay in the performance of this Subcontract as changed.

### C.15 SECURITY

#### (a) **Operating Conditions – Assumption of the Risk**

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

#### (b) **Access to Chemonics' Facilities – Security Requirements**

Subcontractor's access to property under Chemonics' control is subject to compliance with Chemonics' security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to Chemonics' facilities. When present on Chemonics' property, or when Chemonics is providing transportation, the Subcontractor agrees that its employees will comply with Chemonics' security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

#### (c) **Security Coordination, Reports of Security Threats and Incidents**

The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics on issues of safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract (“Security Threats”). Security Threats must be reported to Chemonics Chief of Party or his/her designee. The Subcontractor shall promptly report as “Security Incidents” any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

## **SECTION D. PACKAGING AND MARKING**

### **D.1 MARKING**

It is Chemonics’ policy to comply with USAID regulations and policy regarding marking of USAID-funded commodities, shipping containers, project construction sites, and other project locations. The Subcontractor shall obtain from Chemonics specific guidance on marking requirements prior to the procurement of any commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided by Chemonics’ client through Chemonics. (Applicable only if commodities or construction will be procured under this subcontract.)

### **D.2 BRANDING POLICY**

The Subcontractor shall comply with the requirements of the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 RESPONSIBLE OFFICIAL AND PLACE OF INSPECTION AND ACCEPTANCE**

Chemonics’ inspection and acceptance of services, reports, and other required deliverables shall take place at the project office in Washington, DC, USA or other designated locations. TO4 Director Jennifer Chavez or her designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

### **E.2 INSPECTION AND ACCEPTANCE**

Inspection of Services -- Fixed-Price (Aug. 1996)

(a) Definition: “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

### **E.3. SUBCONTRACTOR PERFORMANCE STANDARDS**

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in a manner consistent with the principles articulated in Chemonics' Standards of Business Conduct, accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. Chemonics Standards of Business Conduct may be downloaded at <https://test-chemonics.pantheonsite.io/wp-content/uploads/2018/12/Chemonics-Standards-of-Business-Conduct-English-12.2018.pdf>. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States

and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor's employees shall not act as agents or employees of Chemonics.

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

(c) Chemonics will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:

- Business meetings between the subcontract team, Chemonics and/or USAID
- Feedback from key partners · Site visits by Chemonics personnel
- Meetings to review and assess periodic work plans and progress reports
- Reports

(d) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract on an annual basis. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts. The Subcontractor will be evaluated for:

- Quality and timeliness of work. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.
- Responsiveness to Chemonics' requests. Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.
- Quality of financial management. Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability, and reasonableness of costs.
- Quality of subcontract administration. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

#### **E.4. MONITORING AND EVALUATION**

Chemonics will carry out monitoring and evaluation efforts on behalf of USAID and will provide the Subcontractor with guidance on the nature of specific monitoring and evaluation

requirements. The Subcontractor, as directed by Chemonics, shall cooperate with and facilitate these monitoring and evaluation activities as needed.

## **SECTION F. DELIVERY AND PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this subcontract is TBD through TBD. The Subcontractor will not be reimbursed for costs incurred before TBD or after TBD. In the event that Chemonics' client modifies Chemonics' prime contract, Chemonics may, at its discretion, extend or reduce the period of performance of this subcontract.

### **F.2 KEY PERSONNEL**

RESERVED

### **F.3 DELIVERY SCHEDULE FOR REPORTS**

(a) All reports shall be in the English language. The Subcontractor shall provide one electronic copy for each report, and submit them to Chemonics' TO4 Director Jennifer Chavez. The Subcontractor shall, however, promptly notify the TO4 Director Jennifer Chavez of any problems, delays, or adverse conditions which materially impair the Subcontractor's ability to meet the requirements of the subcontract. Reporting requirements may include the following:

(b) Special Reports. From time to time, as the project may require, the Subcontractor will be required to prepare and submit to Chemonics and/or USAID special reports concerning specific activities and topics related to the prime contract.

### **F.4. SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO USAID's DEVELOPMENT EXPERIENCE CLEARINGHOUSE (DEC)**

The Subcontractor shall submit to Chemonics for submission to USAID's Development Experience Clearinghouse (DEC) one copy each of report and information products which describe communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Subcontractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Subcontract. The following are not to be submitted:

(i) Time-sensitive materials such as newsletters, brochures or bulletins.

(ii) The subcontractor's information that is incidental to subcontract administration, such as financial, administrative, cost or pricing, or management information.

Chemonics shall review the reports and information products from the Subcontractor and shall submit them, as required, in accordance with the DEC website submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted.

## **F.5 STOP WORK ORDER**

(a) The Subcontractor shall stop work for up to ninety (90) days in accordance with any written notice received from Chemonics, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the work during the period of work stoppage.

(b) Within such period, Chemonics shall either terminate in accordance with the provisions of this Subcontract or continue the work by written notice to the Subcontractor. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

## **SECTION G. SUBCONTRACT ADMINISTRATION**

### **G.1 TECHNICAL DIRECTION**

(a) Only Chemonics' Senior Vice President and IDIQ Director Judith Heichelheim has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) Senior Vice President and IDIQ Director Judith Heichelheim may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Senior Vice President and IDIQ Director Judith Heichelheim or other authorized project staff member.

### **G.2 ASSIGNMENT AND RELEASE OF CLAIMS**

(a) Assignment and release of claims. The Subcontractor shall execute and deliver, at the time of and as a condition precedent to final payment under this subcontract, the release included below, discharging Chemonics, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exception: Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statements by the Subcontractor.

(b) Assignment and release of claims certification.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
SUBCONTRACTOR\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

CERTIFICATE I, \_\_\_\_\_, certify that I am the \_\_\_\_ [Title of Subcontractor Owner or Officer] \_\_\_\_\_ of the Subcontractor named in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Subcontractor has full authority to bind the Subcontractor with respect to such release.

### **G.3 PRIVACY OF CONTRACT AND COMMUNICATIONS**

The Subcontractor shall not communicate with Chemonics' client in connection with this Subcontract, except as expressly permitted, in writing, by Chemonics. All approvals required from USAID shall be obtained through Chemonics.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

- (a) matters the Subcontractor is required by law to communicate to the U.S. Government;
- (b) an ethics or anti-corruption matter;
- (c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or
- (d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

### **G.4. PAYMENT TERMS**

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in US dollars, paid to the account specified below. Upon TO4 Director Jennifer Chavez's acceptance of the contract deliverables described in Sections B. and C., the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of GHSC-PSM Program Management Operations Team ([psmprogrammgtops@chemonics.com](mailto:psmprogrammgtops@chemonics.com)) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in US dollars, per Section B.3; and d) payment information corresponding to the authorized account listed below.

Chemonics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:

Account name: INSERT Account name provided by Subcontractor

Bank name: INSERT Subcontractor's bank name

Bank address or branch location: INSERT Subcontractor's bank address or branch location

Account number: INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable

## **G.5. SET OFF CLAUSE**

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

## **SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS**

### **H.1 AUTHORIZED GEOGRAPHIC CODE AND SOURCE AND NATIONALITY REQUIREMENTS**

[AIDAR 752.225-70 Source and Nationality Requirements (FEB 2012) As Altered]

(a) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 ?Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. The authorized source for procurement is Geographic Code 935. Guidance on eligibility of specific goods or services may be obtained from Chemonics.

(b) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items



- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If Chemonics determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through Chemonics and has received payment for such purposes, Chemonics may require the Subcontractor to refund the entire amount of the purchase.

## **H.2 PREFERENCE FOR U.S. FLAG AIR CARRIERS**

The Subcontractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with FAR 52.247-63:

(a) *Definitions.* As used in this clause— “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under [49 U.S.C. Chapter 411](#).

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. 40118](#)) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Subcontractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Subcontractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Subcontractor shall obtain advance written approval from Chemonics and include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons

(see section [47.403](#) of the Federal Acquisition Regulation): [*State reasons*]:

## **H.3 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**

**[FAR 52.225-13 Restrictions on Certain Foreign Purchases (As Altered)]**

- (a) Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Syria, and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely – are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Subcontractor shall insert this clause, including this paragraph (c), in all subcontracts and subawards issued under this subcontract.

**H.4 INSURANCE REQUIREMENTS****(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) JULY 2014**

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high risk environments and where Chemonics may be providing security.

**(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]**

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions. Address is: 1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596. Point of contact is: Fred Robinson, 925-951-1856, [usaiddbains@aon.com](mailto:usaiddbains@aon.com). Coverage should be request in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of the DBA insurance are allowable and reimbursable as a direct cost to this subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

Pursuant to the clause of this subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics.

(ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by subcontractor employees overseas.

## **H.5 CONFIDENTIALITY**

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID through Chemonics. All findings, conclusions and recommendations shall be considered confidential and proprietary.

## **H.6 INTELLECTUAL PROPERTY**

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless Chemonics and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor's obligation to defend, indemnify, and hold harmless Chemonics and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Chemonics' Prime Contract for infringement of a U.S. patent and Chemonics and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that Chemonics, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to Chemonics pursuant to this Subcontract shall become the sole property of Chemonics.

## **H.7 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE**

[Required by section 579 of the Foreign Appropriation Act — AAPD 03-12]

(a) *Final reports.* The Subcontractor must annually submit a final report by April 10 of the next year.

(b) *Contents of reports.* The reports must contain:

- (1) Subcontractor's name.
- (1) Contract name with phone, fax, and e-mail address.
- (3) Subcontract number.
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at US\$500 or more financed with U.S. foreign assistance funds under this Subcontract during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by a foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Subcontractor during the period in (iv), regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the subcontractor through October 31 and, for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the Subcontractor did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the Subcontractor is implementing more than one program in a foreign country.
- (c) *Definitions.* For purposes of this clause:
  - (i) "Subcontract" means this subcontract.
  - (ii) "Commodity" means any material, article, supply, goods, or equipment.
  - (iii) "Foreign government" includes any foreign governmental entity.
  - (iv) "Foreign taxes" means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit reports to:  
Chemonics Technical Officer  
TO4 Director Jennifer Chavez  
jchavez@ghsc-psm.org
- (e) Lower-tier subcontracts. Should Chemonics approve lower-tier subcontracts under this subcontract, the Subcontractor must include this reporting requirement in all lower-tier subcontracts.
- (f) For further information see <http://www.state.gov/s/d/rm/c10443.htm>.

## **H.8 SUBMISSION OF ISR (INDIVIDUAL SUBCONTRACTING REPORT) SSR (SUMMARY CONTRACTING REPORT)**

RESERVED

## **H.9 ASSIGNMENT AND DELEGATION**

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

## **H.10 DISPUTES**

(a) *Disputes Based on Client Actions.*

(1.) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

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

- (b) *Other Disputes.* All disputes not covered under subparagraph (a) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- (c) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.
- (d) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed the total subcontract price. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.
- (e) The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

## **H.11 INDEMNITY**

The Subcontractor shall defend, indemnify, and hold harmless Chemonics from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to Chemonics or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor's employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by Chemonics.

## H.12 TERMINATION

(a) Chemonics may terminate performance of work under this Subcontract in whole or, from time to time, in part, if (1) the Senior Vice President, Project Management, or designee determines that a termination is in Chemonics' interest; or (2) The Subcontractor defaults in performing this Subcontract and fails to cure the default within 10 days (unless extended by Senior Vice President, Project Management, or designee after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance. (b) The Senior Vice President, Project Management, or designee, shall terminate by delivering a Notice of Termination to the Subcontractor specifying whether termination is for default of the Subcontractor or for convenience of Chemonics, the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of Chemonics.

(c) After receipt of a Notice of Termination, and except as directed by Senior Vice President, Project Management, or designee, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further lower tier subcontracts or orders (referred to as lower tier subcontracts in this clause), except as necessary to complete the continued portion of the Subcontract.
- (3) Terminate all lower tier subcontracts to the extent they relate to the work terminated.
- (4) Assign to Chemonics, as directed by Senior Vice President, Project Management, or designee, all right, title, and interest of the Subcontractor under the lower tier subcontracts terminated, in which case Chemonics shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by Senior Vice President, Project Management, or designee, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower tier subcontracts, the cost of which will be reimbursable in whole or in part under this subcontract; approval or ratification will be final for purposes of this clause.
- (6) Transfer title (if not already transferred) and, as directed by Senior Vice President, Project Management, or designee, deliver the following to Chemonics:
  - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; (ii) The completed or partially completed plans, drawings, information, and other property that, if the subcontract had been completed, would be required to be furnished to Chemonics; and (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this subcontract, the cost of which the Subcontractor has been or will be reimbursed under this subcontract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which Chemonics has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Senior Vice President, Project Management, or designee, any property of the types referred to in paragraph (c)(6) of this clause; *provided, however*, that the Subcontractor (i) is not required to extend credit to any purchaser, and (ii) may acquire the property under the conditions prescribed by, and at prices approved by Senior Vice President, Project Management, or designee. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Chemonics under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Senior Vice President, Project Management, or designee.

(d) The Subcontractor shall submit complete termination inventory schedules, if applicable, no later than 60 days from the effective date of termination, unless extended in writing by Senior Vice President, Project Management, or designee upon written request of the Subcontractor within this 60-day period.

(e) Reserved.

(f) After termination, the Subcontractor shall submit a final termination settlement proposal to Senior Vice President, Project Management, or designee in the form and with the certification prescribed by the Senior Vice President, Project Management, or designee. The Subcontractor shall submit the proposal promptly, no later than 60 days from the effective date of termination, unless extended in writing by Senior Vice President, Project Management, or designee upon written request of the Subcontractor within this 60 day period. However, if Senior Vice President, Project Management, or designee determines that the facts justify it, a termination settlement proposal may be received and acted on after 60 days or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Senior Vice President, Project Management, or designee may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination, and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Subcontractor and Senior Vice President, Project Management, or designee may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The Subcontract shall be amended, and the Subcontractor paid the agreed amount.

(h) If the Subcontractor and the Senior Vice President, Project Management, or designee fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Senior Vice President, Project Management, or designee shall determine, on the basis of information available, the amount, if any, due the Subcontractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this subcontract, not previously paid, for the performance of this subcontract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by Senior Vice President, Project Management, or designee; however, the Subcontractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated lower tier subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in paragraph (h)(1) of this clause.



(3) The reasonable costs of settlement of the work terminated, including (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of lower tier subcontracts (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Subcontractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the subcontract, determined as follows:

(i) If the subcontract is terminated for the convenience of Chemonics, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding lower tier subcontract effort included in lower tier subcontractors' termination proposals, less previous payments for fee.

(ii) If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by Chemonics is to the total number of articles (or amount of services) of a like kind required by the subcontract.

(5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.

(i) The cost principles and procedures in [Part 31](#) of the Federal Acquisition Regulation, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Subcontractor shall have the right of appeal, under the Disputes clause of this Subcontract, from any determination made by Senior Vice President, Project Management, or designee under paragraph (f), (h), or (l) of this clause, except that if the Subcontractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Senior Vice President, Project Management, or designee has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, Chemonics shall pay the Subcontractor the following:

(1) The amount determined by the Senior Vice President, Project Management, or designee if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Subcontractor under this clause, there shall be deducted the following:

(1) All unliquidated advances or other payments to the Subcontractor under the terminated portion of this Subcontract;

(2) Any claim which Chemonics has against the Subcontractor under this Subcontract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Subcontractor or sold under this clause and not recovered by or credited to Chemonics.

(l) The Subcontractor and Senior Vice President, Project Management, or designee must agree to any equitable adjustment in fee for the continued portion of the subcontract when there is a partial termination. The Senior Vice President, Project Management, or designee shall amend the subcontract to reflect the agreement.

(m) (1) Chemonics may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the Subcontract, if the Senior Vice President, Project Management, or designee believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled. (2) If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to Chemonics upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of Senior Vice President, Project Management, or designee the retention or disposition, or a later date determined by the Senior Vice President, Project Management, or designee because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this Subcontract does not include a fee

### **H.13 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

(a) The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Section I, Clauses Incorporated by Reference.

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

(c) The Subcontractor shall undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that Subcontractor's employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.

### **H.14 USAID DISABILITY POLICY**

[Required by USAID Disability Policy — AAPD 0417]

(a) The objectives of the USAID Disability Policy are (i) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country, and sector strategies, activity designs, and implementation; (2) to increase awareness of issues of people with disabilities, both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

**(b) USAID therefore requires that Chemonics and in turn its subcontractors not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this subcontract. To that end and within the scope of the subcontract, the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.**

## **H.15 COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS**

Subcontractor represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), as well as the a) UN Convention against Corruption (UNCAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

(a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or

(b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Subcontract "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

## **H.16 COMPLIANCE WITH U.S. EXPORT LAWS**

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to Chemonics' prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Subcontractor's non-compliance with this provision

## **H.17 GRATUITIES AND ANTI-KICKBACK**

(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Chemonics supplier.

(b) By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

## **H.18 PROTECTING CHEMONICS' INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS**

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

(a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

- (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

## **H.19 SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS**

This Subcontract and Subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

## **H.20 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. 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. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

## **H.21 REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

- (a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

(b) Subcontractor's Responsibility to Report Identifying Data.

**Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6.** If the Subcontractor maintains a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the "FSRS Reporting Questionnaire and Certification" found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to Chemonics or the Subcontractor demonstrates to Chemonics that its System for Award Management record has been updated. In addition to contractual remedies, Chemonics may make the Subcontractor's failure to comply with the reporting requirements a part of the Subcontractor's performance information record.

## H.22 MISCELLANEOUS

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

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

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

### **H.23 STANDARD EXPANDED SECURITY**

The Subcontractor shall be responsible for initiating, undertaking and supervising all safety and security precautions and programs in connection with the services to be provided pursuant to this Subcontract. The Subcontractor shall undertake affirmative actions to assure that adequate safety and security precautions and programs are implemented in all phases of performing services, production, control and distribution including by way of example but not limited to: (i) electronic data processing and information systems, (ii) physical security of plant, production, records and inventory, (iii) production control and control of inventory, (iv) control of distribution systems and (v) control of labor, including employees and officers of the Subcontractor, agents, contract or temporary employees and subcontractors. The Subcontractor shall comply with all applicable laws, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. The direction, advice or input by Chemonics with respect to security precautions and programs in connection with the services to be provided shall not relieve the Subcontractor of the responsibility for establishing and maintaining such security precautions.

The Subcontractor shall implement and maintain adequate information security measures to protect against unauthorized access to or use of Users' Data in accordance with the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder, including without limitation: (i) access controls on information systems, including controls to authenticate

and permit access only to authorized individuals and controls to prevent employees from providing Users' Data to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Users' Data, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Users' Data where unauthorized individuals may reasonably foreseeably have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to Users' Data; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when the Subcontractor detects unauthorized access to information systems, including immediate reports to Chemonics; (viii) measures to protect against destruction, loss or damage of Users' Data due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training of staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) reporting to Chemonics on the results of its audit evaluations of the Subcontractor's information security systems and procedures.

The Subcontractor will provide documentation of its security measures in form satisfactory to Chemonics as part of audit obligations under this subcontract. If the Subcontractor becomes aware of any unauthorized access to or unauthorized use of Chemonics's data by a person (other than Chemonics, its affiliates, any of their respective employees or any of their other agents (i.e., an agent that is not the Subcontractor or an agent of the Subcontractor) accessing such systems through the service provider or its agents or has reason to believe that such unauthorized access or use will occur, the Subcontractor will promptly at its expense: (i) notify Chemonics in writing; (ii) investigate the circumstances relating to such actual or potential unauthorized access or use; (iii) take commercially reasonable steps to mitigate the effects of such actual or potential unauthorized access or use and to prevent any reoccurrence.

## **H.24 PRIVACY SHIELD**

For purposes of compliance with the EU-US Privacy Shield Framework ("Privacy Shield"), the Subcontractor agrees that it shall maintain the implementation of a data protection program which conforms to the same level of protection as is required by the Privacy Shield. To this end the Subcontractor shall:

1. Devise appropriate systems and procedures to ensure that its processing of the Personal Information is protected against unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and does not place Chemonics in breach of any of the privacy laws, which may include, without limitation, The Fair Credit Reporting Act, The Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the EU Directive 95/46/EC, the Regulation (EU) 2016/679, and EU Directive 2002/58/EC (collectively: "Privacy Laws");
2. Promptly refer to Chemonics any requests, notices or other communication from data subjects, the national data protection authority established in the jurisdiction of Chemonics, or any other law enforcement authority, for such Chemonics to resolve;



3. Provide such information to Chemonics and take such action as Chemonics may reasonably require, and within the timeframes reasonably specified by Chemonics, to allow Chemonics to:
  1. Comply with the rights of data subjects in relation to the Personal Information, as required by law, including (where applicable) subject-access rights and rights of rectification, or with notices served by a national data protection authority; and gain access to information enabling Chemonics to supervise the processing of the Personal Information by the Subcontractor;
  2. Take all reasonable steps to ensure the reliability of any the Subcontractor employees, or other personnel, who have access to the Personal Information; and
  3. Respond to any investigation, inquiry, notice, or similar action by a regulator with proper jurisdiction over the processing of Personal Information undertaken by the Subcontractor.
4. Not transfer any Personal Information from the EU to any country outside of the EU (nor to any subcontractor located outside of the EU) without (i) putting in place appropriate legal safeguards for the protection of such Personal Information, (ii) if required by applicable law, entering into a data transfer and/or processing agreement with each Chemonics affiliate, consistent with the requirements of applicable Law, and (iii) obtaining the prior written consent of Chemonics; and
5. Only collect, use, disclose, or otherwise process Personal Information upon instruction of Chemonics.

## **SECTION I. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS**

### **I.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract.

### **I.2 GOVERNMENT SUBCONTRACT**

- (a) This Subcontract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:
  1. "Commercial Item" means a commercial item as defined in FAR 2.101.
  2. "Contract" means this Subcontract.

3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.

4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.

5. "Prime Contract" means the contract between Chemonics and the U.S. Government.

6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

### **I.3 NOTES**

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

### **I.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work

under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

## **I.5 PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE**

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. The following FAR clauses apply to this Contract:

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<a href="#"><u>52.202-1</u></a>	DEFINITIONS	JUN 2020	All subcontracts regardless of value
<a href="#"><u>52.203-3</u></a>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<a href="#"><u>52.203-5</u></a>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.203-6</u></a>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<a href="#"><u>52.203-7</u></a>	ANTI-KICKBACK PROCEDURES	JUN 2020	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.203-8</u></a>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold. (Note 1 applies)
<a href="#"><u>52.203-10</u></a>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold. (Note 1 applies)
<a href="#"><u>52.203-11</u></a>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#"><u>52.203-12</u></a>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#"><u>52.203-13</u></a>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
<a href="#"><u>52.203-14</u></a>	DISPLAY OF HOTLINE POSTER(S)	JUN 2020	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<a href="#"><u>52.203-17</u></a>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020	All Subcontracts equal to or greater than the simplified acquisition threshold.

<a href="#">52.204-06</a>	UNIQUE ENTITY IDENTIFIER	OCT 2016	All Subcontracts equal to or greater than \$30,000
<a href="#">52.204-10</a>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUN 2020	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.209-6</a>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020	All Subcontracts > \$35,000. (Note 2 applies)
<a href="#">52.209-10</a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.215-2</a>	AUDITS AND RECORDS - NEGOTIATION	JUN 2020	All subcontracts equal to or greater than the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<a href="#">52.215-10</a>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA  Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemronics" in paragraph (d)(1).)
<a href="#">52.215-11</a>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	JUN 2020	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<a href="#">52.215-12</a>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<a href="#">52.215-13</a>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS	JUN 2020	Applies if Subcontract is above the simplified acquisition threshold and is not otherwise exempt under FAR 15.403.
<a href="#">52.215-14</a>	INTEGRITY OF UNIT PRICES	JUN 2020	Applies if Subcontract > \$150,000. Delete paragraph (b) of the clause.
<a href="#">52.215-15</a>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<a href="#">52.215-16</a>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and

<a href="#"><u>52.215-17</u></a>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Subcontractor proposed facilities capital cost of money in its proposal. Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 <i>and</i> Subcontractor did not propose facilities capital cost of money in its proposal.
<a href="#"><u>52.215-18</u></a>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<a href="#"><u>52.215-19</u></a>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<a href="#"><u>52.215-20</u></a>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<a href="#"><u>52.215-21</u></a>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS	JUN 2020	(Note 2 applies)
<a href="#"><u>52.215-23</u></a>	LIMITATION ON PASS-THROUGH CHARGES	JUN 2020	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<a href="#"><u>52.216-7</u></a>	ALLOWABLE COST AND PAYMENT  Alt II applies to educational institutions.  Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "3 years." The references to government entities in paragraph (d) are unchanged.)
<a href="#"><u>52.216-8</u></a>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<a href="#"><u>52.216-10</u></a>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are

<a href="#"><u>52.216-11</u></a>	COST CONTRACT - NO FEE	APR 1984	deleted. The amounts in paragraph (e) are set forth in the Subcontract. ) Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<a href="#"><u>52.216-18</u></a>	ORDERING	AUG 2020	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<a href="#"><u>52.216-19</u></a>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<a href="#"><u>52.216-22</u></a>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<a href="#"><u>52.217-8</u></a>	OPTION TO EXTEND SERVICES	NOV 1999	Insert “30 days” as <i>the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</i>
<a href="#"><u>52.217-9</u></a>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<a href="#"><u>52.219-8</u></a>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<a href="#"><u>52.219-9</u></a>	SMALL BUSINESS SUBCONTRACTING PLAN  (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	JUN 2020	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<a href="#"><u>52.222-2</u></a>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<a href="#"><u>52.222-3</u></a>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

<a href="#"><u>52.222-21</u></a>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<a href="#"><u>52.222-22</u></a>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies of clause 52.222-26 applies.
<a href="#"><u>52.222-26</u></a>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<a href="#"><u>52.222-29</u></a>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<a href="#"><u>52.222-35</u></a>	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<a href="#"><u>52.222-36</u></a>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S., Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
<a href="#"><u>52.222-37</u></a>	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	Applies if this Subcontract is above the simplified acquisition threshold. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<a href="#"><u>52.222-40</u></a>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts above the <i>simplified acquisition threshold</i> . Does not apply to Subcontracts performed <i>entirely</i> outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold.
<a href="#"><u>52.222-50</u></a>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<a href="#"><u>52.222-54</u></a>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the



			COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<a href="#">52.223-6</a>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<a href="#">52.223-18</a>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020	Applies to all subcontracts regardless of value.
<a href="#">52.225-1</a>	BUY AMERICAN ACT -- SUPPLIES	JUN 2020	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<a href="#">52.225-13</a>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<a href="#">52.225-14</a>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<a href="#">52.227-1</a>	AUTHORIZATION AND CONSENT	JUN 2020	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<a href="#">52.227-2</a>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
<a href="#">52.227-9</a>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<a href="#">52.227-14</a>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<a href="#">52.228-3</a>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<a href="#">52.228-4</a>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<a href="#">52.228-9</a>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services.
<a href="#">52.229-6</a>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	(see also AIDAR 752.228-9) Applies to Fixed Price Subcontracts of any value.
<a href="#">52.229-8</a>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.



<a href="#">52.230-2</a>	COST ACCOUNTING STANDARDS	JUN 2020	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<a href="#">52.230-3</a>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<a href="#">52.230-4</a>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	JUN 2020	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<a href="#">52.230-5</a>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	JUN 2020	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<a href="#">52.230-6</a>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<a href="#">52.232-20</a>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<a href="#">52.232-22</a>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<a href="#">52.232-40</a>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<a href="#">52.233-3</a>	PROTEST AFTER AWARD	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<a href="#">52.237-8</a>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<a href="#">52.237-9</a>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.	MAY 2014	Applies to Subcontracts—regardless of type and value—that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.

	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS		
<a href="#">52.242-1</a>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<a href="#">52.242-3</a>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<a href="#">52.242-4</a>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<a href="#">52.242-13</a>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<a href="#">52.242-15</a>	STOP-WORK ORDER	AUG 1989	Notes 1 and 2 apply.
	Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.		
<a href="#">52.243-1</a>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<a href="#">52.243-2</a>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<a href="#">52.243-3</a>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<a href="#">52.244-6</a>	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020	Applies to Subcontracts for commercial items only.
<a href="#">52.245-1</a>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<a href="#">52.246-3</a>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
	Applies to Cost Reimbursement Subcontracts and Task Orders.		
<a href="#">52.246-4</a>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<a href="#">52.246-5</a>	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3

<a href="#">52.246-6</a>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e). Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b),(c),(d), Note 3 applies; in paragraphs (e),(f),(g),(h), Note 1 applies.)
<a href="#">52.246-25</a>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<a href="#">52.247-63</a>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<a href="#">52.247-64</a>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<a href="#">52.247-67</a>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<a href="#">52.249-1</a>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<a href="#">52.249-6</a>	TERMINATION (COST-REIMBURSEMENT)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
	Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)		
<a href="#">52.249-8</a>	DEFAULT FIXED PRICE SUPPLY & SERVICE.	APR 1984	Applies to all Fixed Price Subcontracts.
<a href="#">52.249-14</a>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)
52.223.-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS	SEP 2021	Applies to all international Subcontractors based in the United States or its outlying areas which have a total value that exceeds the simplified acquisition threshold and are for the provision services or construction.
<a href="#">52.204-23</a>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<a href="#">52.204-25</a>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS VIDEO SURVILLIANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)

The following AIDAR clauses apply to this Contract:

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”.
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used or (i) if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)

752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas.  Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)

752.7028	DIFFERENTIALS AND ALLOWANCES  APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

## **I.6 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION FOR SUBCONTRACTS AND SUB-TASK ORDERS UNDER INDEFINITE DELIVERY/INDEFINITE QUANTITY SUBCONTRACTS**

**Subcontractor Name:**

**Subcontractor DUNS Number:**

**Subcontract or Sub-Task Order Number:**

**Subcontract or Sub-Task Order Start Date:**

**Subcontract or Sub-Task Order Value:**

The information in this section is required under FAR 52.204-10 “Reporting Executive Compensation and First-Tier Subcontract Awards” to be reported by prime contractors receiving federal contracts through the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). **As required by Section H.21 of the Subcontract or the ordering Indefinite Quantity Subcontract and the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more.**

In the previous tax year, was your company’s gross income from all sources under \$300,000?

☐ Yes ☐ No

If “No”, please provide the below information and answer the remaining questions.

- (i) 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
- (ii) 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?:  
☐ Yes ☐ No
- (iii) Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?  
☐ Yes ☐ No
- (iv) If you have indicated “Yes” for paragraph (i) **and** “No” for paragraph (ii) and (iii) above, provide the names and total compensation\* of your five most highly compensated executives\*\*for the preceding completed fiscal year.

1. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

2. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

3. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

4. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

5. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

The information provided above is true and accurate as of the date of execution of the referenced Subcontract or Sub-Task Order. Annual certification is required for information provided in paragraph (iv) above.

\*“Total compensation” means the cash and noncash dollar value earned by the executive during the Subcontractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

\*\*“Executive” means officers, managing partners, or any other employees in management positions



## **Annex 6**

### **The Manual for Procurement and Supply of Quality-Assured Maternal, Newborn and Child Health Commodities**

The Manual for Procurement and Supply of Quality-Assured Maternal, Newborn and Child Health Commodities is designed to assist procurement agencies and procurement specialists in establishing a quality assurance (QA) system for the procurement of maternal, newborn, and child health (MNCH) products. It is the first of its kind to provide such comprehensive information on the specific quality requirements that must be met to ensure the quality, safety, and efficacy of MNCH products across the full MNCH supply chain in a country, up to the point of use. The manual also provides detailed product specifications for priority MNCH commodities.

The manual can be found linked here <https://www.ghsupplychain.org/procurement-and-supply-quality-assured-maternal-newborn-and-child-health-commodities>

The complete Manual is [available for download here](#).