March 4, 2016

Request for Proposals # FEWS-NET-CLDPS-01
FEWS NET Casual Labor Data Pilot Studies

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Famine Early Warning Systems Network (FEWS NET) project, USAID IDIQ Contract No. AID-OAA-I-12-00006, Task Order AID-OAA-TO-12-00003, is issuing a Request for Proposals (RFP) for up to two design and implement casual labor income monitoring system subcontracts: one in Guatemala and/or one in a TBD FEWS NET presence country to be proposed by the Offeror. The attached RFP contains all the necessary information for interested Offerors.

FEWS NET is a leading provider of information and analysis on food insecurity. Created in 1985 by the United States Agency for International Development (USAID) after devastating famines in East and West Africa, FEWS NET today is a valuable resource to a vast community of governments, international relief agencies, NGOs, journalists, and researchers planning for, responding to, and reporting on humanitarian crises. With the hope of one day moving past famine towards long-term solutions for chronic food insecurity, FEWS NET research and early warning reports are intended to support international development organizations as they tackle economic and nutritional challenges in the world’s poorest countries. Income from casual labor constitutes an important component of livelihoods in many FEWS NET countries, with important implications for household purchasing power. However, to date, FEWS NET has had a substantial knowledge gap related to casual labor incomes in the countries where we work. By designing and implementing unskilled labor income monitoring systems, the Subcontractor(s) shall allow FEWS NET to monitor casual labor market data and better inform our livelihoods knowledge products.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Nathan Williams according to the instructions in Section 1.8 of the RFP and summarized below along with a calendar summarizing the important dates in the solicitation process. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to the website where this RFP was published.

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.

Sincerely,

Nathan Williams
Project Manager | Chemonics International Inc.
Request for Proposals

RFP # FEWS-NET-CLDS-01

For the provision of

FEWS NET Casual Labor Data Pilot Studies

Contracting Entity:
Chemonics International Inc.
1717 H St. NW
Washington, DC 20006

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

Funded under:
FEWS NET III Task Order No. 1
Prime IDIQ Contract Number AID-OAA-I-12-00006
Prime Task Order Contract Number AID-OAA-TO-12-00003

***** 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 http://www.chemonics.com/OurStory/OurMissionAndValues/Pages/default.aspx.

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 Erin Schmalz with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.
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<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CO</td>
<td>USAID Contracting Officer</td>
</tr>
<tr>
<td>COP</td>
<td>Chief of Party</td>
</tr>
<tr>
<td>COR</td>
<td>USAID Contracting Officer’s Representative</td>
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<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
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<tr>
<td>FAR</td>
<td>Federal Acquisition Regulations</td>
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<tr>
<td>LHZ</td>
<td>Livelihoods Zones</td>
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<tr>
<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
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<tr>
<td>NICRA</td>
<td>Negotiated Indirect Cost Rate Agreement</td>
</tr>
<tr>
<td>NGO</td>
<td>Nongovernmental organization</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
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<td>U.S.</td>
<td>United States</td>
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<tr>
<td>USAID</td>
<td>U.S. Agency for International Development</td>
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<tr>
<td>USG</td>
<td>U.S. Government</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
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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 FEWS NET project, under contract number AID-OAA-TO-12-00003 is soliciting offers from companies and organizations to submit proposals to participate with FEWS NET to carry out a casual labor data pilot study in Guatemala and/or a TBD FEWS NET presence country.

The Famine Early Warning Systems Network, or FEWS NET, is a leading provider of objective, evidence-based food security analysis. Created in 1985 in response to famines in East and West Africa, the project currently covers about 36 countries. Led by USAID, FEWS NET implementing partners include NASA, NOAA, USGS, USDA, Kimetrica, and Chemonics, which manages the Washington technical office and more than 20 field offices in Africa, Central Asia, Central America, and Haiti. In order to gain a better understanding of casual labor income earning opportunities and levels, FEWS NET proposes to contract up to two firms to design and implement casual labor income monitoring systems through up to two parallel pilot studies: one in Guatemala and one in a TBD FEWS NET presence country from the list provided in Annex 6.

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

Offerors are invited to submit proposals in response to this RFP in accordance with Section I Instructions to Offerors, which will not be part of the 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. Offer Deadline

Emailed offers must be received at the following address no later than 9:00 AM EST March 22, 2016 at the following address:

FEWSLaborRFP@gmail.com

Faxed offers will not be considered.

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

I.3. Submission of Offers
Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

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

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

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

I.4. Requirements

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

A. General Requirements

Chemonics anticipates issuing a subcontract to host country, U.S., or international company or organization, provided it is legally registered and recognized under the laws of 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 private firm, non-profit, civil society organization, or university.

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

(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of 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 must have a local presence in Guatemala and/or the TBD FEWS NET presence country at the time the subcontract is signed.
(iv) 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.\(^1\)

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\(^1\) 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 possible. Contact Dun & Bradstreet through this webform to obtain a number: [https://fedgov.dnb.com/webform](https://fedgov.dnb.com/webform)

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

B. Required Proposal Documents

1. Cover Letter

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

i. Name of the company or organization
ii. Type of company or organization
iii. Address
iv. Telephone
v. Fax
vi. E-mail
vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
viii. Taxpayer Identification Number
ix. DUNS Number
x. Official bank account information
xi. Other required documents that shall be included as attachments to the cover letter:

   a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
b) Copy of company tax registration, or equivalent document.
c) Copy of trade license, or equivalent document.
d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.
e) Applicable documents listed in I.4.A.

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

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages. The offeror must satisfactorily describe:
  - The monitoring system design and rationale with clear description of implementation procedures and contingency planning to ensure an adequate and appropriate sample. Offerors should specify data collection methods, frequency, and geographic coverage.
  - A demonstrated understanding of the context in the focus geographic area of the survey.
  - A demonstrated understanding of labor market concepts and monitoring indicators.
• Part 2: Management and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. Should the design phase include face to face interviews of any kind, the Staffing Plan must include a rationale for the number of Survey Agents proposed and must confirm that the Survey Agents meet the following qualifications consistent with Section II.2.5.a:

  i. Experience supervising or administering quantitative surveys in rural areas;
  ii. Fluency in local languages used in survey area assigned to;
  iii. Familiarity with labor market and food security concepts;
  iv. Experience collecting livelihoods and market information;
  v. Demonstrated management and communication skills;
  vi. Proven ability to monitor quality of survey data.

• Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 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 no more than 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.

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

3. Cost Proposal

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

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

Because FEWS NET is a USAID funded project and is implemented under bilateral agreements between the host country governments where we have a presence and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.
The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns 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.

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

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

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


The cooperating country for this RFP is Guatemala and/or TBD FEWS NET presence country.

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: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.6. Chronological List of Proposal Events

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP published</td>
<td>March 4, 2016</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>9:00 AM EST March 11, 2016</td>
</tr>
<tr>
<td>Anticipated release of answers to questions</td>
<td>9:00 AM EST March 15, 2016</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>9:00 AM EST March 22, 2016</td>
</tr>
<tr>
<td>Subcontract award (estimated)</td>
<td>April 4, 2016</td>
</tr>
</tbody>
</table>

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 Nathan Williams, project manager, FEWSLaborRFP@gmail.com, no later than 9:00 AM EST March 11, 2016. Questions and requests for clarification, and the responses thereto, will be
circulated to all RFP recipients, offerors who submit questions, and posted as an amended RFP available online on the FEWS.NET website.

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 FEWS NET project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 9:00 AM EST March 22, 2016. Late offers will be considered at the discretion of Chemonics.

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

**I.7. Validity Period**

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

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

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

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

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Sub-criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach, Methodology and Detailed Work Plan</td>
<td>Appropriate monitoring system design with clear description of implementation procedures and contingency plan to ensure an adequate and appropriate sample is obtained. Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>A demonstrated understanding of the context in the focus countries. Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>A demonstrated understanding of labor</td>
<td>10</td>
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</tbody>
</table>
market concepts and monitoring indicators.  

<table>
<thead>
<tr>
<th>Management and Staffing Plan</th>
<th>40 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and capacity of the Subcontractor’s Survey Agents and team respond to the needs of the proposed approach and methodology. This includes the team’s knowledge of the area they will be working in and their ability to communicate effectively in local languages.</td>
<td>10</td>
</tr>
<tr>
<td>The proposed management plan responds to needs for effectively executing the proposed methodology and approach</td>
<td>10</td>
</tr>
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Total Points – Management 20 points

<table>
<thead>
<tr>
<th>Corporate Capabilities, Experience, and Past Performance</th>
<th>40 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A demonstrated logistical capacity for implementing the proposed data collection approach, including security; and any specific measures taken to mitigate anticipated challenges/ constraints.</td>
<td>15</td>
</tr>
<tr>
<td>Offeror’s experience conducting income and expenditure, market, and/or livelihood surveys</td>
<td>15</td>
</tr>
<tr>
<td>Offeror’s experience conducting surveys in Focus countries</td>
<td>10</td>
</tr>
</tbody>
</table>

Total Points – Corporate Capabilities 40 points

Total Points 100 points

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness to ensure that the budget corresponds to the offeror’s technical proposal and is responsive to the technical requirements of the scope of work. If technical scores are determined to be nearly equal, cost will become the determining factor.

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the FEWS NET 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.

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. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.
Section II  Background, Scope of Work, Deliverables, and Deliverables Schedule

II.1. Background

The Famine Early Warning Systems Network, or FEWS NET, is a leading provider of objective, evidence-based food security analysis. Created in 1985 in response to famines in East and West Africa, the project currently covers about 36 countries. Led by USAID, FEWS NET implementing partners include NASA, NOAA, USGS, USDA, Kimetrica, and Chemonics, which manages the Washington technical office and more than 20 field offices in Africa, Central Asia, Central America, and Haiti.

Based on in-depth understanding of local livelihoods, FEWS NET analysts monitor information and data related to weather and climate, crops, pasture conditions, markets and trade, nutrition, and other factors that influence acute and chronic food insecurity. Along with monthly reports and alerts, FEWS NET produces specialized research products on food security drivers and cross-cutting issues such as climate change and resilience. All reports are made available at www.fews.net and distributed globally to governments, relief agencies, and other organizations engaged in humanitarian response and development programs.

The ongoing $200 million, five-year phase (2012-2016) of FEWS NET centers on close collaboration with international, regional, and national partners on the production of analysis and reinforcement of food security networks. Activities include: joint monitoring and assessments, data exchanges, collaborative analysis and report writing, and training. The goal is to ensure that local and regional food security networks lead the way to achieving the global objective of food security for all.

Income earned by poor and very poor households through casual labor constitutes an important component of livelihoods in many FEWS NET countries, with important implications for household purchasing power. In this context, casual labor income is defined as income (cash or in-kind) earned through informal short-term or part-time employment in sectors such as agriculture, construction, or other seasonal, temporary, or migratory work. However, to date, FEWS NET has had a substantial knowledge gap related to casual labor income levels and variation (seasonal or otherwise) in the countries monitored. This is in stark contrast to say commodity price monitoring, which we are able to do regularly and effectively, through our own price data enumerators (using existing and widely recognized methods) or via Market Information Systems (MIS) in the countries where we work. Understanding the levels and variations in income through casual labor activities is essential to understanding food access in these areas, and essential to FEWS NET’s food security analysis.

In order to gain a better understanding of casual labor income earning opportunities and levels, FEWS NET, proposes to partner with up to two firms to design and implement casual labor income monitoring systems through two parallel pilot studies. The first pilot study will take place in Guatemala, focusing on livelihood zones (LHZ) 5, 7, 8, and 9 according to the livelihoods zoning map for Guatemala provided in Annex 5 (also available at http://www.fews.net/central-america-and-caribbean/guatemala/livelihood-zone-map/november-2009). The second pilot study will take place in a minimum of three (3) LHZs proposed by the responding firm(s) in a FEWS NET presence country from the list provided in Annex 6. The casual labor income monitoring system will focus on key quantitative monitoring indicators identified by the responding firms, based on their understanding of local livelihoods and labor markets, and will collect primary data through surveys.

II.2. Scope of Work

The Subcontractor shall be responsible for the following:
1. Carry out a review of literature of casual labor markets and existing casual labor market monitoring systems following the specifications provided in Section II.3 Deliverables.

2. Design and implement a casual labor income monitoring system for Guatemala and/or a TBD FEWS NET presence country proposed by the offeror. The monitoring system shall consist of primary data collection survey modules including, but not necessarily limited to the following data:
   
   i. Casual laborer characteristics (gender, age, experience, homestead location)
   ii. Casual labor income earning activity and location
   iii. Casual labor payment mechanism(s)
   iv. Casual labor payment rate (eg. $1/day, $1 per bag, 1kg of maize per hectare harvested)
   v. Units of casual labor income (number of days worked, number of bags collected, number of hectares harvested)

3. Translate the survey tool as necessary, depending on areas selected for data collection, into local languages in the zones of survey implementation. Potential languages for survey translation include Spanish, Swahili, French, Chichewa, Creole, according to the proposed survey location in Guatemala and/or a TBD FEWS NET presence country;

4. Collaborate with FEWS NET staff to finalize data collection system design, and provide inputs to the study protocol;

5. Provide a team of well-qualified Survey Agents to implement the surveys. The specific number of Survey Agents to be hired should be responsive to the design described below.
   
   a. Selection criteria for Survey Agents include:
      
      i. Experience supervising or administering quantitative surveys in rural areas;
      ii. Fluency in local languages used in survey area assigned to;
      iii. Familiarity with labor market and food security concepts;
      iv. Experience collecting livelihoods and market information;
      v. Demonstrated management and communication skills;
      vi. Proven ability to monitor quality of survey data.

6. Conduct training on data collection methodology and data processing for Survey Agents in Guatemala and/or the TBD FEWS NET presence country in collaboration with FEWS NET and its local partners, as necessary;

7. Develop a schedule of all field activities necessary to implement the surveys and coordinate all field logistics (e.g. transportation, accommodation, communication, supplies) in collaboration with FEWS NET and partners;

8. Develop an Excel-based study database for entry of all primary qualitative and quantitative data collected in the surveys. Offerers should describe the format and size of the database in their proposals;

9. Implement simultaneous quantitative and qualitative data collection in focus geographic areas following the data collection schedule/frequency in the approved system design and survey protocol.

10. Enter survey data into the study database;

11. Clean data and deliver the complete dataset;

12. Prepare a written summary report of basic descriptive statistics following each round of data
collection, highlighting such issues that may have arisen by analyzing these basic descriptive statistics, which may include dropout rates, gaps in geographic coverage, or other, as proposed by the offeror.

13. Provide a report describing sampling and methods, data collection and any challenges encountered, and basic descriptive statistics.

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: Review of literature

The subcontractor shall provide a review of literature, focusing on three themes:

(A) Livelihoods information in Guatemala and/or the TBD FEWS NET presence country, including but not limited to FEWS NET livelihoods information. Through this review of literature, the subcontractor shall identify which casual labor markets in that country poor and very poor households engage in to earn income.

(B) Labor market functioning and performance in, at a minimum, the focus geographic areas proposed for the survey. Through this review of literature, the subcontractor shall provide FEWS NET with an overview of existing theoretical frameworks available for understanding labor market functioning and performance. This will include an overview of payment mechanisms and factors that have been previously identified to influence casual labor income levels.

(C) Existing casual labor income monitoring systems around the world, ideally located in a developing country, but not limited to that context. For example, offers may cover the U.S. Department of Labor and U.S. Department of Agriculture casual labor monitoring systems. Through this review of literature, the subcontractor shall provide FEWS NET with a review of existing labor income monitoring systems, including the key indicators monitored, the frequency, and the data collection methods.

Deliverable No. 2: Monitoring System design

Following discussions with FEWS NET, the Subcontractor shall propose with justification to FEWS NET the casual labor income monitoring system design. This will include but will not be limited to the sampling framework, key indicators to be monitored mentioned based on the literature review in A.2 (1), the geographic location, timing, the frequency of data collection, and data collection method(s). The Subcontractor shall not proceed to subsequent deliverables without written approval of Deliverable No. 2 or direction from FEWS NET.

Deliverable No. 3: Data collection Tool

The tool will gather the data mentioned in A.2 (1), and should be accompanied by a data collection protocol that describes key aspects of implementation. Depending on areas selected for data collection, the assessment tool may require translation into Spanish or other local languages. Prior to submission of the final data collection tool and protocol, the Subcontractor will schedule an initial telephone call to review the topics to be covered in the tool and the desired method of data collection.

a. The Subcontractor shall submit a draft tool and survey protocol to FEWS NET for review. FEWS NET will return the draft with comments and suggestions within three business days.
b. The Subcontractor shall submit a final tool and survey protocol to FEWS NET. The deliverable shall be in Word format, in English and in translation to up to three agreed upon local languages, as required, and include all agreed-upon survey modules mentioned in A.2 (1) as well as any additional modules requested by FEWS NET.

Deliverable No. 4: Data collection mechanism

The subcontractor shall deliver a list of selected data collection mechanisms used to implement the assessment tool in A.2 (1). This may include face to face household surveys or focus group discussions, remote (mobile) household level data collection, among others and may consist of a combination of data collection methods. In the case of face to face surveys, the subcontractor should propose the required size and composition of the team necessary to complete the survey. In the case of remote data collection, the subcontractor should propose any essential requirements necessary to successfully collect the required data.

The subcontractor shall explicitly address how it plans to assure a consistent flow of data in either the case of face to face or remote data collection. For example, if proposing a remote (mobile) household-level data collection approach, with multiple rounds of data collection (longitudinal) how will the subcontractor assure the sample size stays consistent over time? What measures will the subcontractor take to limit dropout rates?

Deliverable No. 5: Plan for Training and the Presentation/Delivery of Collected Information

The Subcontractor shall present FEWS NET with a plan for the training of Survey Agents (on interview methods, data collection/entry methods, and correct usage of the survey tool), data analysis, and the final presentation of collected information and data. The plan shall be in English, no more than 15 pages, and delivered in Word format. The Subcontractor will be expected to submit a draft of this plan to FEWS NET at least five business days prior to the due date for this deliverable, allow two days for comments from FEWS NET, and incorporate said comments before delivering the finalized plan.

Deliverable No. 6: Completed Staff training

The Subcontractor shall plan, coordinate logistics for, and conduct a one to two day training of the Survey Agents, following the plan outlined in Deliverable No. 5. This training should include a one day survey pilot, consisting of simulated exercises in primary data collection utilizing the tool in Deliverable No.3. The Subcontractor shall provide FEWS NET with the attendance sheet signed by all Survey Agents and final training materials, including participant evaluations of the training sessions.

Deliverable No. 7: Raw Data Collection and Delivery

The Subcontractor shall collect the data using the tool in Deliverable No. 3, clean the data, and share the dataset with FEWS NET. In addition, the Subcontractor shall submit a draft codebook, a description of data collection and any challenges encountered, and a preliminary report of basic descriptive statistics from the data collected to FEWS NET, which may include a review of survey dropout rates and/or gaps in geographic coverage. These data shall be shared no later than 10 business days following the completion of data collection. The frequency of data collection and delivery shall be in accordance with the approved monitoring system design.

Deliverable No. 8: Consolidation of Information and Data, and Submission of Final Report
The Subcontractor shall synthesize the information and data collected and prepare a report in English which includes the following: a description of sampling, methods and data collection, basic descriptive statistics, a summary of any additional qualitative information gathered during data collection. This report will be accompanied by the final, cleaned database, and codebook. The cleaned databases shall be delivered in both STATA and Excel formats while the final report shall be in Word format.

II.4. Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

<table>
<thead>
<tr>
<th>Deliverable No.*</th>
<th>Deliverable Name*</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Literature Review</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>2</td>
<td>Monitoring system design</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>3</td>
<td>Data Collection Tool Finalized</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>3</td>
<td>Data Collection Mechanism Finalized</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>4</td>
<td>Plan for Training and the Presentation/Delivery of Collected Information</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>5</td>
<td>Completed Staff training</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>6</td>
<td>Raw Data Collection and Delivery</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>7</td>
<td>Consolidation of Information and Data</td>
<td>To be proposed by offeror</td>
</tr>
<tr>
<td>8</td>
<td>Submission of final report</td>
<td>To be proposed by offeror</td>
</tr>
</tbody>
</table>

*Deliverable numbers and names refer to those fully described in II.3 above.
Section III    Firm Fixed Price Subcontract (Terms and Clauses)

SECTION A. COVER PAGE
Fixed Price Subcontract
Between
CHEMONICS INTERNATIONAL INC.
And
XXX
Hereinafter referred to as the Subcontractor

For
Famine Early Warning Systems Network (FEWS NET III), Task Order 1
Contract No. AID-OAA-TO-12-00003

Subcontract number: FEWS NET DATA-CLDPS-01
Start Date: XXX
End Date: XXX
Ceiling Price: XXX

ISSUED BY:
Chemonics International Inc.
1717 H Street, N.W.
Washington, D.C. 20006

ISSUED TO:
XXX

Subcontractor Tax ID Number: XXX
Subcontractor DUNS Number: XXX

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SECTION G. SUBCONTRACT ADMINISTRATION 33
SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS 35
SECTION I. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID 49
PRIME CONTRACTS
Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

Chemonics International, Inc. XXX
By, By,
Emerson Mohr XXX
Senior Vice President, East Africa XXX
Chemonics International Inc. XXX

Date: ___________________________ Date: ___________________________
SECTION B. SERVICES AND COSTS

B.1 SUBCONTRACT PURPOSE

The purpose of this Subcontract is to XXX.

B.2 SUBCONTRACT TYPE

This is a fixed price subcontract. For the consideration set forth below, the Subcontractor shall provide the deliverables or outputs described below and in Section C., Scope of Work in accordance with the performance standards specified in Section E., Inspection and Acceptance.

B.3 PRICING DETAIL

As consideration for the delivery of all of the products and/or services stipulated in Section C. and below, Chemonics will pay the Subcontractor a total of $ XXX. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section F.1, Period of Performance.

Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to the table below, after Subcontractor’s completion of the corresponding deliverable as indicated:

Content will be developed based on the successful offeror’s technical proposal and Section II of the RFP.
SECTION C. STATEMENT OF WORK

C.1 BACKGROUND AND DETAILED STATEMENT OF WORK

Content will be developed based on the successful offeror’s technical proposal and Section II of the RFP.

C.2 SUBCONTRACTOR’S RESPONSIBILITIES

Content will be developed based on the successful offeror’s technical proposal and Section II of the RFP.

C.3 CHEMONICS INTERNATIONAL’S RESPONSIBILITIES

Content will be developed based on the successful offeror’s technical proposal and Section II of the RFP.

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

C.5(a) 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 will advise the Subcontractor regarding the performance of any subcontract personnel on site. It is understood by both parties that any Subcontractor employees housed in the Chemonics field office remain employees of the Subcontractor and shall not be considered Chemonics employees.

C.5(b) The Subcontractor shall ensure that its employees obey and promote Chemonics’ field office policies and procedures when fulfilling short-term or long-term positions in the field. C.5(c) In the course of the Subcontractor’s work under this subcontract, the Subcontractor may receive or have access to business sensitive, propriety or confidential information (“Confidential Information”) which constitutes a valuable corporate asset and is critical to the success and competitive position of Chemonics. The Subcontractor agrees as follows:

(1.) The term “Confidential Information” means information not generally known to third parties and which is proprietary to Chemonics including information about Chemonics’ Project which includes information relating to strategies, budgets, organizational strategies, technical strategies and other contract discussions and strategies, technical know-how, trade secret information, financial information, position specifications, prospective investor lists and strategies, pricing policies, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, business plans, and other business affairs of Chemonics. All information of Chemonics that is disclosed to the Subcontractor or an employee of the Subcontractor or to which the Subcontractor or an employee of
the Subcontractor obtains access, whether originated by the Subcontractor or an employee of the Subcontractor or by the discloser or others, shall be presumed to be Confidential Information.

(2.) It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to Chemonics. Accordingly, the Subcontractor, and all employees of the Subcontractor, agrees:

a. Not to disclose to any third party the object and scope of the discussions between the parties, except as required by law or as may be necessary to enforce the terms hereof.

b. Not to use any of the Confidential Information for any purpose other than for purposes authorized by Chemonics.

c. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of Chemonics.

d. That any dissemination of Confidential Information shall be only in connection with the purposes authorized by Chemonics, and shall be only to the employees, agents or affiliates of the Subcontractor who have a need to know said Confidential Information in order for the Subcontractor to carry out proper purposes and responsibilities related to this (insert: Subcontract or Sub-Task Order) and who have been advised of the confidential nature of such information. Further, that the Subcontractor shall cause such employees, agents and affiliates who have access to the Confidential Information to comply with the terms and provisions of this clause in the same manner as each party is bound hereby, with the Subcontractor remaining responsible for the actions and disclosures of such representatives.

(3.) That, upon termination of this (insert: Subcontract or Sub-Task Order) or upon Chemonics’ request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Chemonics or destroyed by the Subcontractor, and the Subcontractor will certify that the provisions of this paragraph have been complied with.

(4.) The obligations pursuant to sub-paragraph 1 above shall not apply to information which:

a. Is or becomes a part of the public domain through no act or omission of the Subcontractor;

b. Can be shown to be already possessed by the Subcontractor as of the date of disclosure;

c. Shall be made available to the Subcontractor on a non-confidential basis by a third party having a right to do so;

d. Is disclosed by order of a court of competent jurisdiction; or

e. Chemonics authorizes, in writing, for release.

(5.) In the event that the Subcontractor or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:
a. Immediately notify Chemonics of the existence, terms and circumstances surrounding such a request, so that is may seek an appropriate protective order and/or waive the Subcontractor’s compliance with the provisions of this clause; and

b. If disclosure of such Confidential Information is required in the opinion of the Subcontractor’s counsel, to the extent possible cooperate with Chemonics in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

(6.) The parties hereto acknowledge that the Confidential Information is the property of Chemonics and the disclosure of the Confidential Information to the Subcontractor does not convey any right, title or license in the Confidential Information to the Subcontractor. The Subcontractor shall not appropriate the Confidential Information to its own use or to the use of any third party and shall only use the Confidential Information for the exclusive benefit of Chemonics except to the extent otherwise authorized in writing by Chemonics.

(7.) It is further understood and agreed that no failure or delay by Chemonics in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(8.) The termination of this Subcontract shall not relieve the Subcontractor or its employees, agents or affiliates of the obligations of nonuse or nondisclosure hereunder or the obligation to return or destroy certain materials.

(9.) The parties agree that money damages would not be sufficient remedy for any breach of this clause, and the non-breaching party shall be entitled to enforce this clause by injunctive and other available relief, including without limitation specific performance.

C.5(d) Chemonics will have the right to recover from the Subcontractor any loss caused by Subcontractor’s negligence upon documentation of such loss.

C.6 TEAM COMPOSITION AND QUALIFICATIONS

The Subcontractor shall determine the appropriate composition and qualifications of its team per the guidelines herein. Chemonics and USAID, through Chemonics if required, shall have approval over the key personnel.

C.7 LANGUAGE REQUIREMENTS

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

C.8 PERSONNEL COMPENSATION

(a) Limitations

Compensation of personnel which is charged as a direct cost under this subcontract, like other costs, will be reimbursable in accordance with Sections B and G of this subcontract and the clause of this
subcontract entitled “Allowable Cost and Payment” (FAR 52.216-07) and other applicable provisions of
this subcontract, but subject to the following additional specified understandings which set limits on items
which otherwise might be reasonable, allocable, and allowable.

(b) Approvals

Salaries and wages may not exceed the Subcontractor’s established written policy which will be based on
the Subcontractor’s established pay scale for equivalent classifications of employees, as certified by the
Subcontractor and approved, in writing, by Chemonics. If the Subcontractor does not have a pay scale
approved by Chemonics’ for this subcontract, the Subcontractor shall obtain Chemonics’ written approval
for each long- and short-term person hired by the Subcontractor. Each individual request will require
justification based on a position description, a resume, and biographical data sheet for the proposed
candidate.

There is a ceiling on reimbursable salaries and wages paid to any person employed directly under the
subcontract of the maximum salary rate of the USAID contractor salary threshold, or USAID CST,
established for U.S. government agencies without a certified SES performance appraisal system as issued
by the Office of Personnel Management and published in the Federal Register.

The ceiling for reimbursable salaries and wages paid under this subcontract for host-country personnel is
set by the USAID Foreign Service Nationals scale in effect for the host country, unless advance written
approval is given by Chemonics. If Section B.3 sets forth Ceiling Daily Rates (CDRs) for specific labor
categories, the CDRs are the maximum amount the Subcontractor shall charge under this Subcontract for
salaries and wages.

(c) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the
time required for travel by the most direct and expeditious air route.

(d) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Subcontractor for
misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period
which extends beyond the time required to return him promptly to his point of origin by the most direct
and expeditious air route.

(e) Annual Salary Increases

Prior to providing any salary increase to Salary increases for personnel working under this subcontract,
the Subcontractor shall obtain Chemonics’ written approval for such increase.

(f) Consultants

No compensation for consultants will be reimbursed unless their use under the subcontract has the
advance written approval of Chemonics., and if such provision has been made or approval given,
compensation shall not exceed, without specific approval of the rate by Chemonics: (1) the current
compensation or the highest rate of annual compensation received by the consultants during any full year
of the immediately preceding three years; or (2) the maximum FSN daily rate for host-country nationals,
or the USAID CST daily salary rate for expatriate personnel, whichever is less.
(g) **Third Country and Cooperating Country Nationals**

No compensation for third country or cooperating country nationals will be reimbursed unless their use under the subcontract has the prior written approval of Chemonics. In no event shall compensation for such persons exceed the USAID CST, unless approved in advance by USAID.

**NOTE:** The daily rate of the USAID CST is determined by dividing the annual salary by 2080 hours and multiplying the quotient by 8.

**NOTE:** Any approvals issued pursuant to paragraphs above shall be retained by the Subcontractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this subcontract, and shall not serve to increase the total estimated cost of this subcontract.

**C.9 WORK WEEK**

**Non-overseas Employee.** The work week for the Subcontractor’s non-overseas employees shall not be less than the established practice of the Subcontractor.

**Overseas Employee.** The work week for the Subcontractor’s overseas employee shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this subcontract. **Six Day Work Week:** A six day work week for short-term consultants or employees is authorized under this subcontract; however, the Subcontractor may not pay or bill for post differential and/or danger pay for the 6th day. Per USAID policy, the Subcontractor may only invoice for post differential and danger pay based on the employee’s basic compensation as defined by AIDAR 752.7028, a 40-hour standard work week.

Differentials and Allowances authorized per AIDAR 752.7028 (incorporated by reference) are explicitly tied to personnel compensation. AIDAR 752.7028 does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differential and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director, through Chemonics.

**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 Guatemala and/or TBD in order 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.
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 or other designated locations. The Chief of Party or his 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, 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 www.chemonics.com/OurStory/OurMissionandValues/Standards-of-Business-Conduct. 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 XXX through XXX. The Subcontractor will not be reimbursed for costs incurred before XXX or after XXX. 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 hard copy and one electronic copy for each report, and submit them to Chemonics’ Chief of Party. The Subcontractor shall, however, promptly notify the Chief of Party of any problems, delays, or adverse conditions which materially impair the Subcontractor’s ability to meet the requirements of the subcontract. Reporting requirements include the following:

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 reports 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 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) Chief of Party Mr. Bruce Isaacson 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 Mr. Bruce Isaacson or other authorized project staff member.

G.2 ASSIGNMENT AND RELEASE OF CLAIMS

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, a release 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.

G.3 PRIVITY 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 Chief of Party’s acceptance of the contract deliverables described in Sections B. and C., the Subcontractor shall submit an original invoice to FEWS NET III for payment. The invoice shall be sent to the attention of OpsEast@fews.net 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: Account name provided by Subcontractor
Bank name: Subcontractor’s bank name
Bank address or branch location: Subcontractor’s bank address or branch location
Account number: 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 937 for Guatemala and non-Sub Saharan African FEWS NET presence countries and 935 for Sub-Saharan African FEWS NET presence countries. 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, the Sudan, Burma 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) (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.

(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 Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. 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 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

{insert Technical Officer Name}

{insert address}

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

H.11 INDEMNITY

Subcontractor shall fully indemnify, hold harmless and defend Chemonics and its directors, officers, employees, agents, stockholders and Affiliates (collectively, Indemnified Parties) from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from acts, errors or omissions of the Subcontractor in performance of this Agreement, in each case whether or not caused by the negligence of Chemonics or any other Indemnified Party and whether or not the relevant Claim has merit.

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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division or his 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, or designee Senior Vice President, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, or designee in the form and with the certification prescribed by the Senior Vice President, Risk Management Division, 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, Risk Management Division, or designee upon written request of the Subcontractor within this 60 day period. However, if Senior Vice President, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, 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, Risk Management Division, or designee the retention or disposition, or a later date determined by the Senior Vice President, Risk Management Division, 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.

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:


(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).

For purposes of this Article, the “government” includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

**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), 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.

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
The following FAR clauses apply to this Contract:

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS</td>
<td>NOV 2013</td>
<td>All subcontracts regardless of value</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES</td>
<td>APR 1984</td>
<td>All subcontracts regardless of value (Note 4 applies)</td>
</tr>
<tr>
<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-6</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP 2006</td>
<td>Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)</td>
</tr>
<tr>
<td>52.203-7</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-8</td>
<td>CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-10</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-11</td>
<td>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>SEP 2007</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT 2010</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
</tr>
<tr>
<td>RFP CLDPS-01</td>
<td>FEWS NET Casual Labor Data Pilot Studies</td>
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<td><strong>PART.FT.039, Rev.008, 23 December 2015</strong></td>
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<td><strong>FO.LPRT.FT.002</strong></td>
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<thead>
<tr>
<th>Rule Code</th>
<th>Description</th>
<th>Date</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-13</td>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</td>
<td>APR 2010</td>
<td>All subcontracts &gt; $5,000,000 with a period of performance of 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.</td>
</tr>
<tr>
<td>52.203-14</td>
<td>DISPLAY OF HOTLINE POSTER(S)</td>
<td>DEC 2007</td>
<td>All Subcontracts &gt; $5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)</td>
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<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>SEP 2013</td>
<td>All Subcontracts equal to or greater than $150,000</td>
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<tr>
<td>52.204-06</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</td>
<td>JUL 2013</td>
<td>All Subcontracts equal to or greater than $25,000</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)</td>
<td>JUL 2013</td>
<td>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.</td>
</tr>
<tr>
<td>52.209-2</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>AUG 2013</td>
<td>All Subcontracts &gt; $30,000. (Note 2 applies)</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Date</td>
<td>Conditions</td>
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<tr>
<td>52.209-10</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
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<tr>
<td>52.215-2</td>
<td>AUDITS AND RECORDS - NEGOTIATION</td>
<td>OCT 2010</td>
<td>All Subcontracts &gt; $150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)</td>
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<tr>
<td>52.215-10</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG 2011</td>
<td>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 “Chemonics” in paragraph (d)(1).)</td>
</tr>
<tr>
<td>52.215-11</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS</td>
<td>AUG 2011</td>
<td>Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)</td>
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<tr>
<td>52.215-12</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
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<td>52.215-13</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
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<tr>
<td>52.215-14</td>
<td>INTEGRITY OF UNIT PRICES</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $150,000. Delete paragraph (b) of the clause.</td>
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</table>
| 52.215-15    | PENSION ADJUSTMENTS AND                                                     | OCT 2010 | Applies if Subcontract meets the
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<th>PAR. FT. 039, Rev. 008, 23 December 2015</th>
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<tr>
<td><strong>ASSET REVERSIONS</strong></td>
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<td><strong>FACILITIES CAPITAL COST OF MONEY</strong></td>
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<tr>
<td><strong>WAIVER OF FACILITIES CAPITAL COST OF MONEY</strong></td>
</tr>
<tr>
<td><strong>REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</strong></td>
</tr>
<tr>
<td><strong>NOTIFICATION OF OWNERSHIP CHANGES</strong></td>
</tr>
<tr>
<td><strong>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.</strong></td>
</tr>
<tr>
<td><strong>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS</strong></td>
</tr>
<tr>
<td><strong>LIMITATION ON PASS-THROUGH CHARGES</strong></td>
</tr>
<tr>
<td><strong>ALLOWABLE COST AND</strong></td>
</tr>
<tr>
<td><strong>applicability requirements of FAR 15.408(g). (Note 5 applies.)</strong></td>
</tr>
<tr>
<td><strong>Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.</strong></td>
</tr>
<tr>
<td><strong>Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.</strong></td>
</tr>
<tr>
<td><strong>Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)</strong></td>
</tr>
<tr>
<td><strong>Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)</strong></td>
</tr>
<tr>
<td><strong>(Note 2 applies.)</strong></td>
</tr>
<tr>
<td><strong>(Note 2 applies)</strong></td>
</tr>
<tr>
<td><strong>Applies for cost-reimbursement subcontracts &gt; $150,000. (Notes 1, 2 and 4 apply.)</strong></td>
</tr>
<tr>
<td><strong>Applies to Cost Reimbursement</strong></td>
</tr>
<tr>
<td>PAYMENT</td>
</tr>
<tr>
<td>Alt II applies to educational institutions.</td>
</tr>
<tr>
<td>Alt IV applies to non-profit organizations.</td>
</tr>
<tr>
<td>52.216-8 FIXED FEE JUN 2011</td>
</tr>
<tr>
<td>52.216-10 INCENTIVE FEE JUN 2011</td>
</tr>
<tr>
<td>52.216-11 COST CONTRACT - NO FEE APR 1984</td>
</tr>
<tr>
<td>52.216-18 ORDERING OCT 1995</td>
</tr>
<tr>
<td>Paragraph</td>
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<tr>
<td>52.216-19</td>
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<td>52.216-22</td>
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<td>52.217-8</td>
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<tr>
<td>52.217-9</td>
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<tr>
<td>52.219-8</td>
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<tr>
<td>52.219-9</td>
</tr>
<tr>
<td>52.222-2</td>
</tr>
</tbody>
</table>

- Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
- Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
- Insert “30 days” as the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)
- 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.)
- Applies to all Subcontracts >$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
- Applies if this Subcontract > $650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause does not apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
- Applicable to Cost Reimbursement Subcontracts > $150,000 only.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-3</td>
<td>CONVICT LABOR</td>
<td>JUN 2003</td>
<td>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.)</td>
</tr>
<tr>
<td>52.222-21</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>FEB 1999</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-22</td>
<td>PREVIOUS CONTRACTS AND COMPLIANCE REPORT</td>
<td>FEB 1999</td>
<td>Applies of clause 52.222-26 applies.</td>
</tr>
<tr>
<td>52.222-26</td>
<td>EQUAL OPPORTUNITY</td>
<td>MAR 2007</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-29</td>
<td>NOTIFICATION OF VISA DENIAL</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts regardless of type or value.</td>
</tr>
<tr>
<td>52.222-35</td>
<td>EQUAL OPPORTUNITY FOR VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-36</td>
<td>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</td>
<td>OCT 2010</td>
<td>Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>Code</td>
<td>Title</td>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
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</tr>
<tr>
<td>52.222-37</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-40</td>
<td>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT</td>
<td>DEC 2010</td>
<td>Applies to Subcontracts &gt; $10,000. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-50</td>
<td>COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)</td>
<td>MAR 2015</td>
<td>Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)</td>
</tr>
<tr>
<td>52.222-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>AUG 2013</td>
<td>Applies to Subcontracts &gt; $3,000 except for 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 &lt; 120 days. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.223-6</td>
<td>DRUG-FREE WORKPLACE</td>
<td>MAY 2001</td>
<td>Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)</td>
</tr>
<tr>
<td>52.223-18</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT</td>
<td>AUG 2011</td>
<td>Applies if this Subcontract &gt; $3,000. (Note 8 applies.)</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Effective Date</td>
<td>Notes</td>
</tr>
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</tr>
<tr>
<td>52.225-1</td>
<td>BUY AMERICAN ACT -- SUPPLIES</td>
<td>FEB 2009</td>
<td>Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN 2008</td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</td>
<td>FEB 2000</td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td>52.227-1</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DEC 2007</td>
<td>Applies if the Subcontract &gt;$150,000. (Notes 4 and 7 apply.)</td>
</tr>
<tr>
<td>52.227-2</td>
<td>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</td>
<td>DEC 2007</td>
<td>Applies if this Subcontract &gt;$150,000. (Notes 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.227-9</td>
<td>REFUND OF ROYALTIES</td>
<td>APR 1984</td>
<td>Applies if this Subcontract includes royalties</td>
</tr>
<tr>
<td>52.227-14</td>
<td>RIGHTS IN DATA - GENERAL</td>
<td>DEC 2007</td>
<td>Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td>JUL 2014</td>
<td>Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.</td>
</tr>
</tbody>
</table>
| 52.228-9 | 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.  
(see also AIDAR 752.228-9) |
<p>| 52.229-6 | TAXES – FOREIGN FIXED PRICE CONTRACTS | JUN 2003 | Applies to Fixed Price Subcontracts of any value. |
| 52.229-8 | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 | Applicable to Cost Reimbursement and T&amp;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. |
| 52.230-2 | COST ACCOUNTING STANDARDS | MAY 2012 | Applies only when referenced in this Subcontract that full CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause. |
| 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | MAY 2012 | Applies only when referenced in this Subcontract that modified CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause. |
| 52.230-4 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS | MAY 2012 | Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences. |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.230-5</td>
<td>COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS</td>
<td>MAY 2012</td>
<td>&quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.</td>
</tr>
<tr>
<td>52.230-6</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN 2010</td>
<td>Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.</td>
</tr>
<tr>
<td>52.232-20</td>
<td>LIMITATION OF COST</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is a fully funded Cost Reimbursement or T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.232-22</td>
<td>LIMITATION OF FUNDS</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
<td>DEC 2013</td>
<td>Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)</td>
</tr>
<tr>
<td>52.233-3</td>
<td>PROTEST AFTER AWARD</td>
<td>AUG 1996</td>
<td>&quot;30 days&quot; means &quot;20 days&quot; in paragraph (b)(2). Note 1 applies except the first time &quot;Government&quot; appears in paragraph (f). In paragraph (f) add after &quot;33.104(h)(1)&quot; the following: &quot;and recovers those costs from Chemonics&quot;</td>
</tr>
<tr>
<td>Paragraph</td>
<td>Description</td>
<td>Date</td>
<td>Notes</td>
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</tr>
<tr>
<td>52.237-8</td>
<td>Restriction on Severance Payments to Foreign Nationals</td>
<td>AUG 2003</td>
<td>Applies to Subcontracts—regardless of type and value—that include provision of host country national personnel.</td>
</tr>
<tr>
<td>52.237-9</td>
<td>Instructions: Include this only if it appears in the prime contract. Waiver of limitation on severance payments to foreign nationals</td>
<td>MAY 2014</td>
<td>Applies to Subcontracts—regardless of type and value—that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.</td>
</tr>
<tr>
<td>52.242-1</td>
<td>Notice of Intent to Disallow Costs</td>
<td>APR 1984</td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders of any value.</td>
</tr>
<tr>
<td>52.242-3</td>
<td>Penalties for Unallowable Costs</td>
<td>MAY 2014</td>
<td>Applies to all subcontracts &gt; $700,000, regardless of subcontract type.</td>
</tr>
<tr>
<td>52.242-4</td>
<td>Certification of Final Indirect Costs</td>
<td></td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.</td>
</tr>
<tr>
<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.242-15</td>
<td>Stop-Work Order</td>
<td>AUG 1989</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.243-1</td>
<td>Changes-Fixed Price (Alt III)</td>
<td>AUG 1987</td>
<td>Applies to Fixed Price Subcontracts of any value.</td>
</tr>
<tr>
<td>52.243-2</td>
<td>Changes - Cost Reimbursement</td>
<td>AUG 1987</td>
<td>Notes 1 and 2 apply. Applies if this is a Cost Reimbursement</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
<td>Notes</td>
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</tr>
<tr>
<td>52.243-3</td>
<td>CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR</td>
<td>SEP 2000</td>
<td>Notes 1 and 2 apply. Applies if this is a T&amp;M Subcontract or Task Order.</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>DEC 2013</td>
<td>Applies to Subcontracts for commercial items only.</td>
</tr>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY (APR 2012) (ALT I)</td>
<td>APR 2012</td>
<td>&quot;Contracting Officer&quot; means &quot;Chemonics&quot; 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. &quot;Government&quot; is unchanged in the phrases &quot;Government property&quot; and &quot;Government furnished property&quot; and where elsewhere used except in paragraph (d)(1) where it means &quot;Chemonics&quot; and except in paragraphs (d)(2) and (g) where the term includes Chemonics.</td>
</tr>
<tr>
<td>52.246-3</td>
<td>INSPECTION OF SUPPLIES - COST REIMBURSEMENT</td>
<td>MAY 2001</td>
<td>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 &quot;60 days&quot; to &quot;120 days&quot;, and in paragraph (f) change &quot;6 months&quot; to &quot;12 months&quot;</td>
</tr>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES – FIXED PRICE</td>
<td>AUG 1996</td>
<td>Applies to Fixed Priced Subcontracts of any value.</td>
</tr>
<tr>
<td>52.246-5</td>
<td>INSPECTION OF SERVICES—COST REIMBURSEMENT</td>
<td>MAY 2001</td>
<td>Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Notes</td>
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</tr>
<tr>
<td>52.246-6</td>
<td>INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR</td>
<td>MAY 2001</td>
<td>Applies to T&amp;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.</td>
</tr>
<tr>
<td>52.246-25</td>
<td>LIMITATION OF LIABILITY - SERVICES</td>
<td>FEB 1997</td>
<td>Applies to Subcontracts for $150,000 or more.</td>
</tr>
<tr>
<td>52.247-63</td>
<td>PREFERENCE FOR U.S.-FLAG AIR CARRIERS</td>
<td>JUN 2003</td>
<td>.Applies to all Subcontracts that include international air travel.</td>
</tr>
<tr>
<td>52.247-64</td>
<td>PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS</td>
<td>FEB 2006</td>
<td>Applies for Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.247-67</td>
<td>SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT</td>
<td>FEB 2006</td>
<td>Applies to Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.249-1</td>
<td>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>52.249-6</td>
<td>TERMINATION (COST-REIMBURSEMENT)</td>
<td>MAY 2004</td>
<td>Notes 1 and 2 apply. Substitute &quot;90 days&quot; for &quot;120 days&quot; and &quot;90-day&quot; for &quot;120-day&quot; in paragraph (d). Substitute &quot;180 days&quot; for &quot;1 year&quot; in paragraph (f). In paragraph (j) &quot;right of appeal&quot;, &quot;timely appeal&quot; and &quot;on an appeal&quot; shall mean the right to proceed under the &quot;Disputes&quot; clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.</td>
</tr>
</tbody>
</table>
### PROVISIONS OF THE AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS (AIDAR) INCORPORATED BY REFERENCE

The following AIDAR clauses apply to this Contract:

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.249-8</td>
<td>DEFAULT FIXED PRICE SUPPLY &amp; SERVICE</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>52.249-14</td>
<td>EXCUSABLE DELAYS</td>
<td>APR 1984</td>
<td>(Note 2 applies; Note 1 applies to (c). In (a)(2) delete &quot;or contractual&quot;).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>752.202-1</td>
<td>DEFINITIONS (ALT 70 AND ALT 72)</td>
<td>JAN 1990</td>
<td>Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”.</td>
</tr>
<tr>
<td>752.211-70</td>
<td>LANGUAGE AND MEASUREMENT</td>
<td>JUN 1992</td>
<td>Applies to all Subcontracts, regardless of type or value</td>
</tr>
<tr>
<td>752.225-70</td>
<td>SOURCE AND NATIONALITY REQUIREMENTS</td>
<td>FEB 2012</td>
<td>Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)</td>
</tr>
<tr>
<td>752.227-14</td>
<td>RIGHTS IN DATA – GENERAL</td>
<td>OCT 2007</td>
<td>Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.</td>
</tr>
<tr>
<td>752.228-3</td>
<td>WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td></td>
<td>The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Note</td>
</tr>
<tr>
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<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.228-9</td>
<td>CARGO INSURANCE</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>752.228-70</td>
<td>MEDICAL EVACUATION (MEDEVAC) SERVICES</td>
<td>JUL 2007</td>
<td>Applies to all Subcontracts requiring performance outside the U.S.</td>
</tr>
<tr>
<td>752.231-71</td>
<td>SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)</td>
<td>OCT 1998</td>
<td>Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)</td>
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<td>752.245-71</td>
<td>TITLE TO AND CARE OF PROPERTY</td>
<td>APR 1984</td>
<td>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)</td>
</tr>
<tr>
<td>752.247-70</td>
<td>PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS</td>
<td>OCT 1996</td>
<td>(Note 5 applies)</td>
</tr>
<tr>
<td>752.7001</td>
<td>BIOGRAPHICAL DATA</td>
<td>JUL 1997</td>
<td>Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&amp;M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Applies to Cost Reimbursement Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
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<td>752.7002</td>
<td>TRAVEL TRANSPORTATION AND</td>
<td>JAN 1990</td>
<td></td>
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<td>752.7004</td>
<td>EMERGENCY LOCATOR INFORMATION</td>
<td>JUL 1997</td>
<td>Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
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<td>752.7005</td>
<td>SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS</td>
<td>SEP 2013</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
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<td>752.7007</td>
<td>PERSONNEL COMPENSATION</td>
<td>JUL 2007</td>
<td>Applies to all Cost Reimbursement Subcontracts and Task Orders and T&amp;M Subcontracts and Task Orders with a multiplier, regardless of value.</td>
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<td>752.7008</td>
<td>USE OF GOVERNMENT FACILITIES OR PERSONNEL</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts regardless of value or type. (Note 5 applies)</td>
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<td>752.7009</td>
<td>MARKING</td>
<td>JAN 1993</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
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<td>752.7010</td>
<td>CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)</td>
</tr>
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<td>752.7011</td>
<td>ORIENTATION AND LANGUAGE TRAINING</td>
<td>APR 1984</td>
<td>Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)</td>
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FOLPRT.FT.002
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<td>752.7012</td>
<td>PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT</td>
<td>AUG 1995</td>
<td>Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7014</td>
<td>NOTICE OF CHANGES IN TRAVEL REGULATIONS</td>
<td>JAN 1990</td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts of any value involving work outside the U.S. (Note 2 applies)</td>
</tr>
<tr>
<td>752.7025</td>
<td>APPROVALS</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
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<tr>
<td>752.7027</td>
<td>PERSONNEL</td>
<td>DEC 1990</td>
<td>Applies to all Cost Reimbursement and T&amp;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&amp;M contracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7028</td>
<td>DIFFERENTIALS AND ALLOWANCES</td>
<td>JUL 1996</td>
<td>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)</td>
</tr>
<tr>
<td>Reference</td>
<td>Description</td>
<td>Date</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>752.7029</td>
<td>POST PRIVILEGES</td>
<td>JUL 1993</td>
<td>For use in all non-commercial subcontracts involving performance overseas.</td>
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<tr>
<td>752.7031</td>
<td>LEAVE AND HOLIDAYS</td>
<td>OCT 1989</td>
<td>For use in all cost-reimbursement and T&amp;M subcontracts for technical or professional services. (Note 5 applies)</td>
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<tr>
<td>752.7032</td>
<td>INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS</td>
<td>APR 2014</td>
<td>Applies to all subcontracts requiring international travel. (Note 5 applies)</td>
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<tr>
<td>752.7033</td>
<td>PHYSICAL FITNESS (JULY 1997)</td>
<td>JUL 1997, PARTIALLY REVISED AUG 2014</td>
<td>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)</td>
</tr>
<tr>
<td>752.7034</td>
<td>ACKNOWLEDGMENT AND DISCLAIMER</td>
<td>DEC 1991</td>
<td>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)</td>
</tr>
<tr>
<td>752.7101</td>
<td>VOLUNTARY POPULATION PLANNING ACTIVITIES</td>
<td>JUN 2008</td>
<td>If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name.</td>
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</table>

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)?

___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:________________________________________________________________
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 1  Cover Letter

[Offeror: Insert date]

Mr. Nathan Williams  
Project Manager  
FEWS NET  
Chemonics International Inc.  
1717 H St NW, Washington, DC 20006

Reference: Request for Proposals FEWS NET Casual Labor Data Pilot Studies (FEWS-NET-CLDPS-01)  
Subject: [Offeror: Insert name of your organization]’s technical and cost proposals

Dear Mr./Mrs. Williams:

[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 yours,

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

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 recommended that offerors follow the steps described below.

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

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

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

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

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

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

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

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

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

BUDGET

<table>
<thead>
<tr>
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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Unit</th>
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[Instructions: Remember to insert any specific cost guidance or requirements. Reference any applicable sections in the RFP that include cost instructions. For example, "customs duties or VAT may not be included in the cost proposal"]
Annex 3 Required Certifications

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_________________________(hereinafter called the "offeror")
(Name of Offeror)

(a) The offeror certifies that—
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;
   (ii) The intention to submit an offer; or
   (iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that—
(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____________________ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];
   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

_________________________________
(Applicant)

BY (Signature) ___________________ TITLE _____________________
52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

TYPED NAME ____________________ DATE ____________________

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

________________________(hereinafter called the "offeror")

(Name of Offeror)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(f) Should the Offeror’s circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately. ________________________________

BY (Signature) ____________________ TITLE ____________________

TYPED NAME ____________________ DATE ____________________

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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

Certification Regarding Responsibility Matters (Apr 2010)

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

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLEASE SIGN AND RETURN

Company Name___________________________
Signature _____________________________   Printed Name _____________________________
Title _____________________________ Date _____________________________
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

2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address  
Telephone/Fax  
Email address

3. Adequate Financial Resources

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

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

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

a) In the previous tax year, was your company’s gross income from all sources above $300,000?  
☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

Company Name 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: ___________________________
Title: ___________________________
Date: ___________________________
Subcontractor Size Self-Certification Form

Reference Number: FEWS NET DATA-CLDPS-01
Project Name: Famine Early Warning Systems Network III, Task Order 1
Primary NAICS Code: 541990

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

Type of Entity
If you have difficulty ascertaining the business size status, please refer to SBA’s website (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/) to determine applicability.

☐ Small Disadvantaged Business ☐ 8(a)
☐ HUBZone ☐ Woman Owned Small Business
☐ Veteran Owned ☐ Service Disabled Veteran Owned
☐ Alaskan Native Corporation ☐ 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.

_____________________________ __________________________
Signature and Title (required) 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: ________________________________.
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 Acquisision 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](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](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 contracts registrations at:

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.*)
An nex 5. Guatemala Livelihood Zones Map

### Annex 6 FEWS NET Presence Countries as of February 2016

<table>
<thead>
<tr>
<th>Region</th>
<th>Countries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central America and the Caribbean</td>
<td>Guatemala, Haiti</td>
</tr>
<tr>
<td>West Africa</td>
<td>Mauritania, Guinea, Sierra Leone, Liberia, Nigeria, Mali, Burkina Faso, Niger, Chad</td>
</tr>
<tr>
<td>East Africa</td>
<td>Sudan, Ethiopia, Somalia, Kenya, South Sudan, Uganda</td>
</tr>
<tr>
<td>North Africa, Middle East, and Eastern Europe</td>
<td>Yemen</td>
</tr>
<tr>
<td>Southern Africa</td>
<td>Democratic Republic of the Congo, Malawi, Zambia, Zimbabwe, Mozambique, Madagascar</td>
</tr>
<tr>
<td>Central Asia</td>
<td>Afghanistan</td>
</tr>
</tbody>
</table>