



Request for Proposals

RFP # KB8-028

For the provision of

Market Fundamentals Data Collection Operation and Logistics Support in Madagascar

Contracting Entity:

Chemonics International Inc.
1275 New Jersey Ave SE, Suite 200
Washington, DC 20003

Funded by:

United States Government (USG)

Funded under:

Famine Early Warning Systems Network 8 Knowledge Base (FEWS NET 8 KB)

Prime Contract Number 47QRAD20DU117, Task Order Number 7200AA24F00007

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

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

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to 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 the Office of the Inspector General. In addition, Chemonics will inform 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 Mr. Peter Thomas, Chief of Party, at pthomas@fews.net with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

AIDAR	Agency for International Development Acquisition Regulation
CFR	Code of Federal Regulations
CO	Contracting Officer
COP	Chief of Party
COR	Contracting Officer's Representative
CV	Curriculum Vitae
DBA	Defense Base Act
DOS	Department of State
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
MEDEVAC	Medical Evacuation
MF	Market Fundamentals
OLA	Operations and Logistics Assistant
PMU	Project Management Unit
POC	Point of Contact
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of Work
TO	Task Order
UEI	Unique Entity Identifier
US	United States
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Government (USG) and the Famine Early Warning Systems Network 8 Knowledge Base (FEWS NET 8 KB) project, under contract number 47QRAD20DU117 task order number 7200AA24F00007 is soliciting offers from companies and organizations to submit proposals to support the operations and logistics for Market Fundamentals data collection and analysis for key commodities in Madagascar.

The FEWS NET program comprises a set of integrated activities that produces timely, relevant and evidence-driven analysis of current and future acute food insecurity. FEWS NET supports information and decision-making needs in early warning, food security assessment, and improved humanitarian response. FEWS NET reporting is open to the public and used by the U.S. government, by host countries, and by partners in the international humanitarian and development community.

The goal of the FEWS NET program is for timely, evidence-based, neutral, and cross-nationally comparable analysis on the drivers, scale, severity, and consequences of food insecurity to drive decision-making at international, national, and local levels.

Since its beginning in 1985, and under seven different five-year awards of the activity, FEWS NET has provided early warning and implemented, learned from, and further refined approaches and methods for early warning, food security, and climate-related monitoring and assessment. Many of these have become standards in the field, and FEWS NET has contributed to the building of capacities of many partner-agency personnel and organizations.

Through this project, FEWS NET intends to produce or update its markets knowledge base in thirty countries. These updated products will better equip FEWS NET Decision Support analysts to monitor key commodity markets and assess food availability, affordability, and access to project food security status. Updated market information for commodities key to food and/or income will ensure that FEWS NET scenario development and decision support are based on accurate and time-relevant understandings of people's capacity to access food throughout the year, the capacity of the market system to operate in a competitive way to meet the population's needs and to provide relevant services, and to efficiently distribute key commodities throughout the country. This markets knowledge based, referred to as Market Fundamentals (MF), will be valid for at least the next five to ten years, barring structural shifts in the overall market system and its enabling environment.

The resulting subcontract from this RFP will directly support the development of the Market Fundamentals deliverables by generating primary data through market assessments and other relevant data collection activities necessary to inform analysis. A technical report and associated products constitute the main deliverables for this activity.

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

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

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

I.2. Chronological List of Proposal Events

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

RFP published	02/06/2026
Deadline for written questions pre-registration form	02/13/2026
Proposal conference	02/19/2026
Answers provided to questions/clarifications	02/20/2026
Proposal due date	03/02/2026
Subcontract award notification (estimated)	03/30/2026

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

Proposal Conference. A proposal conference will be held virtually on the date listed above at 7:30 AM EST to provide interested offerors an opportunity to learn more about FEWS NET 8 KB and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please fill out this [form](#) with your registration request and any advance questions by the deadline provided above.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to this [form](#) no later than the date listed above. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the FEWS NET 8 KB project, or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by the date listed above and comply with the instructions provided in Section I.3. Proposals will be received until midnight EST.

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

I.3. Offer Submission Requirements

Offerors shall submit their offers electronically to FEWSNET8KBProcurement@chemonics.com no later than the time and date specified in I.2. along with the completion of a Microsoft Form.

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered. Proposals must also include completed [Checklist form](#) provided through Microsoft Forms.

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

Technical proposals must not refer to pricing data in order that the technical evaluation may be made strictly based on technical merit.

I.4. Eligibility Requirements

To be determined responsive, an offer must include all documents and sections included in I.4. and I.7.

Chemonics anticipates issuing a subcontract to one or more local or international compan(ies) or organization(s) provided it is legally registered and recognized under the laws of Madagascar and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, nonprofit, civil society organization, research-oriented organization, or university.

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Madagascar 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 Madagascar at the time the subcontract is signed.
- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI 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.

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.

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

- a) Any subcontract resulting from this RFP will be financed by USG funding and will be subject to U.S. Government regulations. All goods and services offered in response to this RFP or supplied under any resulting award must meet USG Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at:

<http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Madagascar.

- b) Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).
- c) Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.

I.6. Validity Period

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

I.7. Instructions for the Preparation of the Proposal

1. Cover Letter

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

2. Technical Proposal

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

- **Part 1: Technical Approach, Methodology and Detailed Work Plan.** This part shall be between 3 and 6 pages long but may not exceed 6 pages.

The offeror must outline the technical approach for conducting countrywide market assessment data collection following the framework outlined in Annex 5 and clearly explain how the market fundamentals methodology will be implemented in practice, describing specific steps, field procedures, geographic coverage, practical arrangements, timeline, quality assurance, data management, and the operational approach the offeror would use for data collection, if selected. The explanation should go beyond restating the scope of work.

The proposal's technical approach must clearly identify:

- Methodological approach for data collection based on qualitative methods (interviews, market observations)
- Approach for hosting and co-facilitating data collection team training, debrief, and stakeholder workshop

- Geographic scope, identifying data collection sites, markets, and cities or towns to be covered, cross border areas, and a justification of the sites selected (see Section II.2 Scope of Work for a distinction between sites, markets, and cities/towns).
- Security considerations: Any limitations for reaching different parts of the country, with contingency plans for security-constrained areas.
- Quality assurance mechanism
- Primary data management

The offeror must also include a Gantt chart or workplan table that illustrates the proposed schedule of activities, demonstrating total activity duration; the total length of the proposed fieldwork, personnel deployment strategy across proposed sites; adequate time for preparation, training, debriefs, and workshops; and sequencing of activities from planning through final reporting. The Gantt chart can be included in an annex and will not count against the 6-page limit for the technical proposal.

- **Part 2: Management, Personnel, and Staffing Plan.** This section should be 1 and 4 pages in length but may not exceed 4 pages. In this section:
 - *Staffing Plan:* Clearly identify the proposed team structure for team management, technical leadership, operations and logistics support, and data collection (supervisory roles and interviewers) outlining roles and responsibilities for all positions. Annexes 8, 9, and 10 offer insights into these types of roles. Include the proposed Data Collection Team composition as outlined in Section II.2 Scope of Work), and support staff (e.g., drivers, translators).
 - *Management Plan:* Provide a clear management plan of the team and describe how data collection teams will be allocated across the proposed regions/sites (e.g., 1 team will cover 3 regions) and whether deployment will be parallel or sequential.

Note: CVs for key personnel are to be included in an annex and will not count against the page limit.

- **Part 3: Corporate Capabilities, Experience, and Past Performance.** This part shall be between 4 and 7 pages in length but may not exceed 7 pages.

In this section, 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 qualitative research comparable to the market fundamentals technical approach, including the collection of primary qualitative market data. Offerors should also describe their in-country field presence and operational capacity for logistics and data collection as necessary to meet the needs of the SOW.

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

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract. The anticipated ceiling award for this subcontract is approximately \$60,000 or the local currency equivalent.

The price of the subcontract to be awarded will be an all-inclusive fixed price. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items as well as a budget narrative. Please refer to Annex 2 for detailed instructions and a sample cost structure.

No profit, fees, taxes, or additional costs may be added after award. Because FEWS NET 8 KB is a U.S. Government funded project and is implemented under a bilateral agreement between the Government of Madagascar and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.

I.8 Evaluation and Basis for Award

This RFP will use the tradeoff process to determine the best value as set forth in FAR 15.101-1. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the FEWS NET 8 KB project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

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

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
1	Technical know-how – Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the activity as stated in the SOW. This includes demonstrating understanding of the work required, the methodology, and the subcontractor's role in data collection.	5 points
2	Approach and Methodology – Chemonics will assess whether the proposed approach and detailed activities fulfill the requirements of executing the SOW effectively and efficiently, covering elements noted in Part 1 above and Section II.2 Scope of Work.	20 points
3	Implementation Timeline – Chemonics will assess whether the proposed implementation timeline is realistic and aligned with the SOW requirements. Details outlined in a Gantt Chart will be assessed as part of the timeline of activities.	10 points
4	Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror's knowledge of the technical sectors and sector partners (i.e. government partners) required by the SOW. Technical sector	10 points

	includes agricultural markets and trade, value chains, agricultural production, and food security. This includes evaluation of <ul style="list-style-type: none"> • Understanding of commodity markets and trade systems in the designated country • Knowledge of key market actors, government partners, and relevant stakeholders 	
5	Geographic Scope – Chemonics will assess the coverage of the offeror’s proposed sites (administrative areas) for data collection and their adequacy to inform a countrywide analysis as detailed in Section II.2 Scope of work.	20 points
Total Points – Technical Approach		65 points
Management, Key Personnel, and Staffing Plan		
6	Team Structure – Chemonics will assess whether the proposed team structure is adequate to carry out the SOW across the proposed geographic scope. This includes evaluation of <ul style="list-style-type: none"> • Clear identification of key personnel • Clear data collection team structure, including the total number of teams, team composition, and the allocation of teams by site • Deployment plan showing how teams will cover the proposed sites (parallel or sequential) • Identification of support staff as needed (drivers, translators, operations/logistics) 	10 points
7	Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the proposed key team members and assess whether the proposed team has the experience and capabilities carry out the SOW This includes evaluation of team capabilities based on the following criteria listed in the SOW.	10 points
Total Points – Management		20 points
Corporate Capabilities, Experience, and Past Performance		
8	Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project SOW with emphasis on market research and qualitative data collection. This includes evaluation of <ul style="list-style-type: none"> • Prior experience with organizations working on food security, early warning systems, market systems, food systems, or agricultural development • Experience conducting qualitative market research, market assessments, or value chain analyses • Demonstrated experience doing similar work in the target country 	10 points
9	Past Performance - Chemonics will assess the past performance of the offerors provided or by contacting three references who may indicate the offeror’s past performance for projects of similar size and scope.	5 points
Total Points – Corporate Capabilities		15 points
Total Points		100 points

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. The highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

I.10 Terms of Subcontract

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

I.11 Insurance and Services

Within two weeks of signature of this subcontract, the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. Note DBA is reimbursable to the Offeror.

DEFENSE BASE ACT (DBA) INSURANCE

a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]

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

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

- (1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between DOS and USG'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.

(2) If USG 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.

(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 DOS requirements contract.

(4) Contractors must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. **Website.** There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is:

<https://www.starr.com/Insurance/Casualty/Defense-Base-Act>

2. **Email.** An application form can be emailed to: USAID@marshmma.com

3. **Additional Contacts.** Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and question regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) tyler.hlawati@Starrcompanies.com Telephone: 646-227-6556
- Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780
- Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513
- Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USG funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract. Effective May 16, 2024, DBA rates are: Service: \$0.69, Construction: \$2.54, and Security: \$5.37.

Before starting work, the offeror must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

(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 USG financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this Subcontract. The USG 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 lth program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

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

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

I.12 Privity

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

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

II.1. Background

The Famine Early Warning Systems Network (FEWS NET) program comprises a set of integrated activities that produce timely, relevant and evidence-driven analysis of current and future acute food insecurity. FEWS NET supports information and decision-making needs in early warning, food security assessment, and improved humanitarian response. FEWS NET reporting is open to the public and used throughout the U.S. government (USG), by host countries, and by partners in the international humanitarian and development community.

The purpose of the Market Fundamentals workstream under the FEWS NET 8 Knowledge Base (FEWS NET 8 KB) project is to create and update FEWS NET's knowledge base about market systems on which FEWS NET's acute food insecurity early warning analyses are predicated. This, among others, enables the USG to make decisions regarding emergency food assistance effectively and in accordance with humanitarian principles. This research will also constitute a key evidence base that supports understanding of the root causes of current and recurring food insecurity.

Between 2025 and 2026, FEWS NET 8 KB will conduct Market Fundamentals work in the following countries: Afghanistan, Burkina Faso, Burundi, Democratic Republic of Congo, El Salvador, Guatemala, Madagascar, Mozambique, Niger, Mali, and South Sudan. In each country, the Market Fundamentals activities will:

- Analyze the structure, conduct, and performance of key target commodities markets using literature reviews, secondary data analysis and primary qualitative data collection and analysis. Findings will be validated and complemented through a stakeholder workshop, which will also support the development of key outputs such as production and trade flow maps and commodity seasonal calendars.
- Contribute to the development of a market monitoring plan that FEWS NET can use to monitor critical elements of each commodity market throughout the year to inform its integrated food security analysis and early warning efforts.

Offerors may submit a proposal for one or more countries based on their qualifications, experience, and available resources. Separate requests for proposals will be published for each country.

II.2. Scope of Work

Madagascar is one of the eleven countries where Market Fundamentals analyses will be conducted under the FEWS NET 8 Knowledge Base project in 2026. The Subcontractor will contribute to these efforts by collecting information regarding the supply and demand of key commodities, their market dynamics and accessibility across the country, and the population's reliance on those commodities.

The Subcontractor shall provide all operational, logistical, security, and technical support necessary to complete the data collection and documentation activities in the country. This includes planning and executing primary data collection, providing inputs to literature reviews, and facilitating stakeholder engagement activities such as stakeholder workshops. The FEWS NET 8 KB project, hereinafter referred to as the KB technical team, will provide technical oversight and guidance throughout the activity.

More specifically, the Subcontractor will:

- Lead data collection planning for a country-wide market assessment, building upon preliminary inputs and data collection tools provided by the KB technical team
- Conduct Fieldwork: Collect qualitative primary data through key informant interviews (KII), focusing on the structure, conduct, and performance of five to seven commodity markets. Commodities will be selected based on their importance to food security and household income, with the final list determined during the planning stage in coordination with the KB technical team. For reference, past Market Fundamentals analyses around the world covered commodities such as: Millet, Sorghum, Rice, Maize, Wheat, Cowpeas, Beans, Groundnuts, Oil seeds and edible oils, Cassava, Potato, Sweet potato, Banana/plantain, Fish, and Small ruminants.
- Host and co-facilitate a 3-day internal debrief and learning meeting
- Host and co-facilitate a 3-day stakeholder workshop to deepen analysis and discussion on the commodities of interest and the overall marketing system. Support analysis, as necessary.
- Develop documents describing all processes, methodologies, and data collected following best practices in research. Submit all data collected.

Additional details about these activities are included in subsequent sections.

With respect to deliverables, the Subcontractor will submit the following:

1. Planning Materials
 - 1a. Kickoff and Planning Meeting- Submission of a Detailed Workplan
 - 1b. Literature and Secondary Data Collected
 - 1c. Preliminary Fieldwork Implementation Plan and Tools Review
2. Market Assessment Training- Attendance Sheets
3. Final Fieldwork Implementation Plan and Final Data Collection Tools (this is the updated and final deliverable 1c)
4. Data Collection
 - 4a. Field Work/primary data collection
 - 4b. Data Submission (audio files, transcripts, notes, and/or other materials)
5. Internal Debrief and Learning Meeting (3 days), including notes
6. Stakeholder Workshop (3 days), including Notes and Outputs
7. Data Collection Summary Report
8. Reporting: Summary of comments and feedback to the Final Market Fundamentals Report (drafted by the KB technical team)

Additional details about these deliverables are included in subsequent sections.

Parameters

The parameters below outline key considerations the Subcontractor should consider when planning and conducting market fundamentals data collection and related activities in Madagascar.

Category	Parameter	Details
Data collection sites or administrative areas (e.g.,	Geographic coverage -Total # of sites (approx.)	12 sites or administrative areas to ensure national coverage, selected based on commodity relevance, geographic diversity, and accessibility. Final list of sites to be confirmed jointly with the subcontractor during the planning phase.

region, province, or state)	Sites per team (approx.)	Team 1: 4 sites (administrative areas) Team 2: 4 sites (administrative areas) Team 3: 4 sites (administrative areas)
	Markets per site (approx.)	1–2 markets per site, ensuring variation by size (main/secondary) and type (retail, wholesale, livestock, etc.). Final selection to be confirmed with the subcontractor during the planning phase.
	Visit duration per site	About 3 days per site (administrative area), allowing coverage of selected markets and relevant market actors, as well as interviews with other key stakeholders (e.g., government) in associated cities or towns.
	Total markets visited	Approx. 12–24 markets (1–2 × 12 sites).
Sampling approach	Purposive, snowball sampling strategy (to identify key informants)	The final number of commodities (5–7), data collection sites, markets per site, and sample size (i.e., # of interviews per market actor) will be defined jointly with the subcontractor during the planning phase to ensure balanced coverage of priority commodities, market actors, and regions.
Data collection teams	Total # of teams	3 data collection teams of at least 3 members each, for a total of approximately 9 data collection team members.
	Team composition (per team)	1 Supervisor of data collection team 2 Interviewers 1 Driver + 1 Translator (if needed)
	Subcontractor management	1 Team leader 1 Person to support the coordination of operations and logistics Other support staff as necessary
Duration of activities	Anticipated start date of activities	May 2026
	Data collection period	July – August 2026
	Total # of weeks for fieldwork	up to 6 weeks

Related Notes:

- **Data collection sites:** For the purposes of this activity, *data collection sites* refer to administrative areas (regions, provinces, or states, in line with the country's administrative divisions). Within each administrative area, data collection will focus primarily on key markets (physical marketplaces), which are the main locations for interviewing market actors. Offerors must indicate the geographic areas in which they can implement the technical SOW.
 - Selected administrative areas (sites) should be spread across the country in order to capture geographic diversity in production, marketing, and trade activities of the target commodities.
 - Coverage should include important marketing areas/hubs within the country as well as key border areas to account for cross-border trade dynamics with neighboring countries.

- Within each administrative area (site), data collection teams are expected to visit 1-2 different markets of varying sizes (main, secondary) and types (retail, wholesale, livestock, etc.). Hence, it is estimated that the Subcontractor will visit approximately 12-24 markets in total.
- *Cities or towns* within each site may be also visited for interviews with institutional stakeholders (e.g., government institutions, NGOs, development partners).

The proposal must specify the number and names of proposed sites, markets, and cities/towns for data collection and must include a brief justification for each location proposed. For markets, the proposal must also specify the number, names, and typology of markets (wholesale, retail, border, collection, production) within each site.

- **Institutional and technical stakeholders:** Interviews with knowledgeable stakeholders who are not direct market actors (e.g., government institutions, NGOs, development partners) may be conducted in relevant cities or towns associated with the selected administrative areas and markets.
- **Data collection team composition and deployment:** Data collection teams must include, at a minimum, 1 supervisor and at least 2 interviewers per team to ensure adequate supervision, coverage, and data quality.
 - Data collection may be carried out by 3 data collection teams, each sub-team composed of 1 supervisor and 2 interviewers (approximately nine core team members in total). However, offerors may propose alternative team structures (e.g., a single team with one supervisor and a large number of interviewers), provided that the proposed configuration is sufficient to meet the geographic coverage, data quality, and timeline and budget requirements of the SOW.
 - Team members may travel together, but (as feasible and appropriate) conduct separate interviews in each market visited.
 - Each sub-team may deploy to different parts of the country to conduct data collection at the same time.

The data collection team does not include other team members participating in the research, such as the team lead, logistics/operational support staff, drivers, translators, etc. This staff should be incorporated by the Subcontractor as pertinent given the country context and needs.

Overall, the proposal must clearly identify the team structure, including the total number of team members, the size and composition of the data collection team(s), and the allocation of data collection team(s) by site. The proposal must also indicate how teams will cover the proposed sites, either in parallel or in sequence.

- **Team Qualifications:** The proposed technical staff should meet the following qualifications:
 - Team Leader: minimum 8 years of relevant experience, including 5 years conducting market assessments and supervisory experience
 - Supervisors for Data Collection: minimum 5 years of relevant experience, including 3 years supervising field data collection teams
 - Interviewers: statement confirming that interviewers will have a minimum of 2 years of experience in qualitative data collection through key informant interviews (if these persons have not been identified yet)
 - All team members: Demonstrated experience with qualitative methods.

The Team Leader will oversee and coordinate the overall implementation and supervision of field activities and teams. Annex 8, 9, and 10 offer sample scopes of work for the Team Leader, Supervisor for Data Collection Teams, and Interviewer roles.

- **Duration of Data Collection:** Data collection activities in each administrative area (site) are expected to span approximately 3 days, to be able to cover different types of markets, market actors, and commodities.
 - Travel time between administrative areas (sites) should be included in the planning and cost as appropriate.
 - The total length of data collection activities should not exceed 6 weeks.
 - If the Subcontractor manages sub-teams collecting data in parallel, data collection should be completed in a shorter timeframe.

The proposal must clearly indicate the actual length of data collection. If multiple teams deploy in parallel, the proposal should also include the length of data collection for each of the teams covering different parts of the country.

- **Illustrative Timeline**

The offeror must include a Gantt chart or workplan table in their proposal illustrating the proposed schedule of activities. The entire activity is anticipated to last about six months, as noted below, and fieldwork must be completed within 6 weeks:

 - Month 1: Kick-off activities, overall coordination, identification of relevant literature and data, planning of fieldwork activities
 - Month 2: Finalization of planning activities. 5-day training of data collection team and start of data collection
 - Months 3-4: Data collection and 3-day debrief meeting for the KB technical team
 - Month 4: 3-day Stakeholder workshop and submission of all data files and other relevant documentation
 - Months 5 and 6: Ad hoc discussions with the KB technical team, feedback to the analysis and reporting

The Subcontractor will hold regular check-in meetings with the KB technical team throughout the implementation of the activity.

Activity Details

Activity 1: Activity Planning

The planning stage will last approximately one month. The subcontractor will gather background information and inputs to inform the data collection stage. During this time, the subcontractor will identify existing literature on the topics of interest, refine its implementation plan, and finalize all preparatory materials needed to carry out primary data collection and analysis. The subcontractor will collaborate regularly with the KB technical team, who will also provide input to inform the planning.

Deliverable 1 is associated with this activity.

In this stage, the Subcontractor will:

- Collect and share relevant market-related studies and analyses for the selected commodities, prioritizing country level resources and technical publications (including thesis, technical reports, government and industry publications, or others) published in the past 5-7 years.
- Lead planning efforts to define the technical direction of activities such as fieldwork schedules, site (administrative area) selection, in-country coordination with stakeholders, and provide input to secondary data analyses. The KB technical team will provide information and guidance to ensure alignment with the Market Fundamentals approach.
- Finalize data collection tools based on preliminary versions provided by the KB technical team and conduct testing of the tools to validate usability and data quality.
- Recruit data collection team members in alignment with the requirements of the data collection effort. The Subcontractor is responsible for ensuring that a sufficient number of qualified team members are trained and available to complete the fieldwork.
- Identify and engage key informants across target markets (traders, retailers, producers, market officials, etc.), commodities, and themes of interest to participate in primary data collection.
- Identify and propose participants for the stakeholder workshop and extend invitations for participation.

Activity 2: Training and Tool Testing

The Subcontractor will organize and co-host a training for the data collection teams, in collaboration with the KB technical team. The Subcontractor will be responsible for all the logistics and planning to host the training, including securing a suitable venue and catering, and making available necessary equipment, materials (e.g., projector, printing facilities, internet, materials) and translation, if needed.

- The training will include all team supervisors and interviewers. The Subcontractor will ensure their attendance, managing any required transportation, accommodation, per diem/stipends, if necessary.
- The training will last three days, with facilitators provided by the KB technical team and the Subcontractor. The training facilitators will cover the data collection objectives, needs, expectations, processes, and tools.
- If necessary, the training may be held in multiple locations in case local data collection teams cannot be mobilized to attend the centrally located training. In this case, the KB technical team will conduct an initial training, and the Subcontractor will be responsible for conducting additional trainings.

The Subcontractor will conduct a two-day tool testing exercise. The KB technical team envisions a brief tool testing period across two days prior to the start of data collection to enable team members to gain experience, address questions, and make any necessary adjustments before the start of the actual data collection process.

Deliverables 2 and 3 correspond to this activity.

Activity 3: Data Collection

The Subcontractor shall coordinate and implement the collection of qualitative primary data by being responsible for the following:

- Deployment and management of data collection teams across targeted regions of the country; including management of logistics, schedules, and coordination to ensure timely and efficient implementation.
- Providing the necessary materials and equipment to each interviewer to ensure successful execution of fieldwork including, but not limited to, notebooks for note taking and, if applicable, other devices for

digital data entry (e.g. voice recorders). When feasible and with participant consent, interviews may be audio recorded using voice recorders or company owned mobile phones to support data accuracy and completeness. If this type of equipment is not available, the Subcontractor must rent it, rather than procure it.

- Collection of primary qualitative data through interviews, market visits, and direct observations, capturing information on prices, supply, trade flows, logistics, and key aspects of market structure, conduct, and performance.
- Continuous review, validation, and submission of data collected to ensure completeness, accuracy, and compliance with the KB technical team's guidance. The Subcontractor will maintain detailed records of the data collection process and document any adjustments made to plans or methodologies.
- As feasible, conduct daily data collection team check-ins during the data collection, led by the team leader, to input data, discuss progress, and ensure best practices are followed. These daily check-ins will generate input for the regular debriefs with the KB technical team.
- Deliver regular debriefs to the KB technical team during data collection. These debriefs will be scheduled to avoid disruptions to fieldwork and will cover both implementation updates and preliminary insights. They will provide a venue to discuss key results and emerging issues, identify data gaps, and determine areas requiring further clarification, additional research or input.
- For quality control, the Subcontractor will ensure that data collection techniques incorporate "Do No Harm" principles. The Subcontractor will ensure that all data collection team members obtain verbal informed consent from participants before beginning the interview process.

The Subcontractor is free to propose its approach to data collection. For example, the Subcontractor may collect data in different locations at the same time, or phase data collection activities over a longer period. Data collection should not exceed 1.5 months (6 weeks). Data collection will be based on key informant interviews with different types of market actors and related service providers, as well as knowledgeable informants (e.g., government officials, researchers, traders' association representatives, and development partners). See Annex 6 for more details.

The data will be collected using the tools finalized during the activity planning stage. These may include the following:

- Tool 1 – Traders: Wholesalers/assemblers, retailers/storeowners, bicycle merchants, cross-border traders (exporters & importers)
- Tool 2 – Processors: Millers, crushers, distillers/brewers
- Tool 3 – Producers: Producers of different scales
- Tool 4 – Consumers: Household consumers
- Tool 5 – Cooperatives, trader associations, farmer organizations
- Tool 6 – Market managers/administrators
- Tool 7 – Service Providers: Transporters and Storage managers
- Tool 8- Input suppliers
- Tool 9 – Other Key Stakeholders (knowledgeable informants): Government representatives, food reserve agencies, UN agencies, NGOs/INGOs, academia, researchers, extension agents, subject matter experts, other
- Tool 10 – Market Observation Tool: For use by data collection teams to describe a marketplace

Deliverable 4 corresponds to this activity.

Activity 4: Data collection debrief meeting with the KB technical team

After the completion of data collection, the Subcontractor will provide a debrief on the preliminary insights gathered throughout the data collection process. The Subcontractor will host a 3-day internal debrief/learning event with the KB technical team to consolidate insights and recommendations across the different subnational regions and themes.

More specifically, the Subcontractor will:

- Convene key members of the data collection team to organize, review, discuss, and consolidate insights and learning at the national level.
 - This debrief may be hosted at the Subcontractor's offices or another suitable venue, as appropriate and feasible.
 - This debrief should also provide an opportunity to review and validate the data collected, with team leaders and selected team members to identify data inconsistencies, use cross-checking techniques, ensure data quality control, and identify key insights and lessons learned.
 - The debrief will also include time to prepare the team to co-host the Stakeholder Workshop, which will take place after the debrief.
- Take notes and submit detailed notes and written outputs from the debrief to the KB technical team.

Deliverable 5 is associated with this activity.

Activity 5: Stakeholder Workshop

The Subcontractor will plan and co-host a 3-day Stakeholder Workshop in collaboration with the KB technical team. This workshop is a collaborative event designed to generate further insights into the commodities and themes of interest, discuss initial findings, analyze market behavior, and develop key outputs such as commodity flow maps and seasonal calendars. It will be co-facilitated with the KB technical team immediately after the conclusion of the internal debrief and learning meeting.

The workshop will include around 30-35 participants over three days. It will include selected key informants from the interview phase alongside representatives from government institutions, research organizations, private sector, market associations, development partners, and the Subcontractor and KB technical team members. The KB technical team will co-facilitate the workshop with the Subcontractor, providing technical guidance, training, and materials for this purpose. The Subcontractor is responsible for:

- Managing all logistics required to host the workshop.
- Ensuring that the workshop includes stakeholders' representation from different regions across the country. For team members, participation should cover the various locations visited, ensuring at least one supervisor (or interviewer) who conducted fieldwork in a given area is able to attend. One individual may represent multiple locations if they participated in fieldwork across those areas.
- Providing transportation, accommodation, and any other incidental expenses that may be necessary to ensure the selected team members and stakeholders are able to attend the workshop.
- Ensuring the participation of team members as co-facilitators and note takers during the workshop.

Deliverable 6 is associated with this activity.

Activity 6: Reporting and Data Submission

The Subcontractor will generate and submit various deliverables detailing the methodological, procedural, and analytical results of the activity and include the submission of all data collected. The deliverables will be the following:

- Data collection summary report: Document the data collection process, key lessons learned, and recommendations. This report will consolidate information generated and shared through the

regular debriefs and the internal debrief and learning workshop and provide an activity wide perspective on implementation progress and challenges.

- Technical input and feedback: Contribute substantive input, clarifications, and recommendations to the final Market Fundamentals technical report, drafted by the KB technical team.
- Data submission package: Properly organize, label and file all data in compliance with data storage and management guidance to be provided by the KB technical team. Data includes notes, transcripts, audio recordings (if available), and other materials (e.g., photos, images or other) produced or gathered throughout the activity.

Deliverables 7 and 8 correspond to this activity.

Chemonics' Responsibilities

Chemonics, through FEWS NET 8 KB, is responsible for the technical direction and oversight of all fieldwork activities. Specifically, Chemonics is responsible for:

- Developing and delivering content for the overall activity planning, data collection team training, co-facilitating the debrief and learning meeting, and co-facilitating the stakeholder workshop
- Creating all technical materials including agendas, training presentations, interview tools, and data collection templates
- Providing technical guidance and support when any technical questions arise by troubleshooting and working with the Subcontractor to identify solutions
- Coordination amongst the Subcontractor and any government stakeholders and local actors that may be involved in activities
- Ensuring the data quality assurance, quality control, and the Subcontractor's adherence to "Do No Harm" and human subjects consent practices
- Review and approve all key technical outputs and deliverables from the Subcontractor.

Subcontractor Responsibilities

The Subcontractor shall be responsible for furnishing all operational, logistical, and security support for data collection teams. Specifically, the Subcontractor is responsible for:

- Operations and Logistics - Managing all training and event logistics (venue procurement, catering, printing, etc.), ensuring attendance of relevant participants at trainings, fieldwork, and workshops and any of their accommodation, per diem and/or travel stipend needs. The Subcontractor must regularly communicate with Chemonics on fieldwork updates, any technical challenges and delays to the timeline
- Transportation - Procuring and ensuring safe, adequate, and reliable transportation for teams, whether by rental vehicles, company vehicles, motorcycles, boats/canoes/ferries, and/or air travel. The Subcontractor will procure safe drivers for vehicles or motorcycles and arrange for their accommodation, daily rates, and any per diem
- Technical – Collect relevant literature and secondary data (as requested by the KB technical team), participate in training and conduct testing of tools, collect data, implement data quality checks, host and co-facilitate debriefs, host and co-facilitate a stakeholders' workshop, and organize and submit cleaned data sets, metadata, transcripts, and documentation in compliance with FEWS NET data protocols.
- Access - Obtaining permission and access to villages from relevant authorities together with the Market Fundamentals team and national government partners. This may involve working with local authorities as guides and translators throughout the fieldwork and covering any per diems or accommodation, as needed

- Safety - Responsible for the safety, security and duty of care of all data collection teams, including supervisors, interviewers, drivers, and team leaders (both subcontractors and KB technical team), throughout the duration of the activity. This includes providing teams with security guidelines and timely updates, a security plan in case of emergencies, appropriate equipment to ensure the safety of team members, and ensuring safe transport and access to communities during fieldwork
- Compliance. Ensuring proper use and maintenance of all electronic devices used during the fieldwork and that they comply with the U.S. government information security and information technology regulations. Devices meet certain technical specifications, under guidance from the FEWS NET KB team. The Subcontractor will comply with FEWS NET 8 KB's IT security plan.

II.3. Deliverables Schedule

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

Please note that these dates are illustrative. The offeror may present an alternative deliverable schedule as necessary.

The deliverable schedule can be found below:

Deliverable Number	Deliverable Name	Due Date
1	Planning Materials 1a. Kickoff and Planning Meeting- Submission of a Detailed Workplan 1b. Literature and Secondary Data Collected 1c. Preliminary Fieldwork Implementation Plan and Tools Review	1a. One week after subcontract signature 1b and 1c. Three weeks after subcontract signature
2	Market Assessment Training- Attendance Sheets	Six weeks after subcontract signature
3	Draft Fieldwork Implementation Plan and Final Data Collection Tools (this is the updated and final deliverable 1c)	Three days after the Market Assessment Training
4	Data Collection 4a. Field Work/primary data collection 4b. Data Submission (audio files, transcripts, notes, and/or other materials)	4a. Starts within a week after the Market Assessment Training 4b. Two weeks after completion of Data Collection
5	Internal Debrief and Learning Meeting including notes	Two weeks after completion of Data Collection
6	Stakeholder Workshop, including Notes and Outputs	Three weeks after completion of Data Collection
7	Data Collection Summary Report	Three weeks after the Stakeholder Workshop

8	Reporting: Summary of comments and feedback to the Final Market Fundamentals Report (drafted by the KB technical team)	Two weeks after receiving the draft Market Fundamentals Report
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Section III Firm Fixed Price Subcontract (Terms and Clauses)**III.1 Subcontract Fixed Price, Invoicing and Payment****III.1.A Subcontract Fixed Price**

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Subcontractor a total of US\$ **XX,XXX** (Amount must be denominated in local currency if a local subcontract). If Chemonics requires Deliverable 3.b, upon successful completion of the deliverable, Chemonics will pay the subcontractor **\$YYYY** for Deliverable 3.b., and the total fixed price for Deliverables 1-8 will be XXXX. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section D.3, below, after Subcontractor's completion of the corresponding deliverable indicated in the following table:

Installment Number and Amount (TBD)	Corresponding Deliverable Number(s) and Name(s)*
1a. \$XX,XXX(TBD)	1a. Kickoff and Planning Meeting- Submission of a Detailed Workplan
1b. \$XX,XXX(TBD)	1b. Literature and Secondary Data Collected
1c. \$XX,XXX(TBD)	1c. Preliminary Fieldwork Implementation Plan and Tools Review
2. \$YY,YYY(TBD)	Market Assessment Training- Attendance Sheets
3. \$YY,YYY(TBD)	Draft Fieldwork Implementation Plan and Final Data Collection Tools
4a. \$YY,YYY(TBD)	4a. Field Work/primary data collection
4b. \$YY,YYY(TBD)	4b. Data Submission (audio files, transcripts, notes, and/or other materials)
5. \$YY,YYY(TBD)	Internal Debrief and Learning Meeting, including notes
6. \$YY,YYY(TBD)	Stakeholder Workshop Notes and Outputs
7. \$YY,YYY(TBD)	Data Collection Summary Report
8. \$YY,YYY(TBD)	Reporting: Summary of comments and feedback to the Final Market Fundamentals Report (drafted by the KB technical team)

*Deliverable numbers and names refer to those fully described in Section A.3, above.

III.1.B. Invoicing

Upon technical acceptance of the deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, by the Chemonics representative identified herein, the Subcontractor shall submit an original invoice to FEWS NET 8 KB for payment. The invoice shall be sent to the attention of the FEWS NET 8 KB Operations Team, FEWS8KBInvoicing@chemonics.com and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in local currency, per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

III.1.C Payment Account Information

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

Account name: (INSERT Account name provided by the Subcontractor)

Bank name: (INSERT Subcontractor's bank name)

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

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

III.1.D. Payment

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, for international organizations, or a local currency if this is a local subcontract), paid to the account specified in Section D.3.

III.2 Branding Policy

The Subcontractor shall comply with USG requirements of the "Graphic Standard Manual" or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

III.3 Authorized Geographic Code; Source and Nationality Requirement [AIDAR 752.225-70 (Feb 2012) as altered]

- (a) The authorized geographic code for procurement of goods and services under this subcontract is 935.
- (b) 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 USG Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.
- (c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:
 - a. Military equipment
 - b. Surveillance equipment
 - c. Commodities and services for support of police and other law enforcement activities
 - d. Abortion equipment and services
 - e. Luxury goods and gambling equipment
 - f. Modification equipment
- (d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USG obtained through Chemonics:
 - a. Agricultural commodities
 - b. Motor vehicles
 - c. Pharmaceuticals and contraceptive items
 - d. Pesticides
 - e. Fertilizer
 - f. Used equipment
 - g. 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 USG through Chemonics and has received payment for such purposes, Chemonics may require the Subcontractor to refund the entire amount of the purchase.

- (e) The USG has implemented a blanket prohibition on providing direct government financing to international solar projects that source from suppliers that are the subject of a withhold release order (Hoshine Silicon Industry), on the Commerce Entity List, or otherwise sanctioned for their use of forced labor. The PRC energy companies that were added to the Commerce Entity List for their ties to forced labor are found below. NOTE: the subcontractor may not purchase from any of the Suppliers listed below without advance written approval from Chemonics/USG.
- a. Hoshine Silicon Industry (metallurgical grade silicon and silicon products) - also subject to a WRO
 - b. Xinjiang Daqo New Energy (polysilicon, wafers)
 - c. Xinjiang East Hope Nonferrous Metals (polysilicon, ingots, wafers)
 - d. Xinjiang GCL-New Energy Material (polysilicon, ingots, wafers, cells, modules)
 - e. Xinjiang Production and Construction Corps (state-owned paramilitary organization, electricity supplier).

This does not mean that all PRC-produced solar panels are immediately blocked. Currently, the restriction is just on any panels or products that are directly purchased using USG funds from any of the above companies. Should the purchase of any solar panels or components be required, Chemonics/USG prior review and written approval is required.

III.4 Intellectual Property Rights

- (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.

III.5 Indemnity and Subcontractor Waiver of Benefits

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

III.6 Compliance with Applicable Laws and Regulations

- 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 USG regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Section Z, Clauses Incorporated by Reference.
- 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.
- The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in the Subcontractor’s industry and to ensure that Subcontractor’s employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.
 - The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
 - The Subcontractor shall timely disclose, in writing, to Chemonics and the USG Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
- The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.

III.7 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 USG 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.

III.8 Protecting Chemonics' Interests when Subcontractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USG 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) USG determines that the Subcontractor is ineligible to receive USG 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.

III.9 Governing Law and Resolution of Disputes

- (a) *Governing law.* This Subcontract 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.
- (b) *Disputes based on Client Actions.*
 - a. 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.
 - b. 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.

- (c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in 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.
- (d) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.
- (e) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed the total subcontract fixed price. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USG for any claims arising under this Subcontract.

III.10 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.

III.11 Assignment and Delegation

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

III.12 Organizational Conflicts of Interest

It is understood and agreed that some of the work performed under this subcontract 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, 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.

III.13 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.

III.14 Terrorist Financing Prohibition/ Executive Order 13224

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.

III.15 Restrictions on Certain Foreign Purchases (FAR 52.225- 13)

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.

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria 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 <https://home.treasury.gov/policyissues/financial-sanctions/specially-designated-nationalsand-blocked-persons-list-sdn-human-readable-lists>.

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 <https://home.treasury.gov/policy-issues/office-of-foreignassets-control-sanctions-programs-and-information>.

The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this subcontract.

III.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 for authorities 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.

III.17 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 anticorruption 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.

III.18 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 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. 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:
 - a. Business meetings between the subcontract team, Chemonics and/or USG
 - b. Feedback from key partners
 - c. Site visits by Chemonics personnel
 - d. Meetings to review and assess periodic work plans and progress reports
 - e. 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.

III.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.

III.20 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 unless exempted, 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 UEI 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.

III.21 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 dings 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 nondefaulting 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.

III.22 Insurance Requirements

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all its operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Subcontractor shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics

- (a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JUL 2014). The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.
- (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.
 - a. The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USG and USG'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. If USG 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.
 - c. 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 USG requirements contract.
 - d. USG'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 USG's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is. Starr Indemnity and Liability Company through its agent, Marsh McLennan Agency (MMA). To obtain insurance, email: USG@marshmma.com. Additional contacts available for guidance and questions regarding the required application form and submission requirements are: Tyler Hlawati (Starr) tyler.hlawati@Starrcompanies.com Telephone: 646-227-6556 Cell phone: 347-326-1357 399 Park Ave, New York, NY 10022 Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249- 6780 399 Park Ave, New York, NY 10022 6 AAPD 22-01, Defense Base Act (DBA) Insurance Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703- 813-6513 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312 Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.
- (c) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].
- a. 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 USG-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this subcontract. The USG 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.
 - b. Exceptions:
 - (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a program that includes sufficient MEDEVAC coverage as approved by Chemonics.
 - (ii) The USG 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.
 - c. 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.

III.23 Security

(a) Operating Conditions – Assumption of the Risk

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

(b) Physical Security

The Subcontractor is required to manage domestic security concerns, where applicable, as well as concerns due to the presence of terrorist organizations who represent a threat to activities, institutions and individuals affiliated with the U.S.

The Subcontractor is responsible for maintaining the security of its personnel, materials, and equipment. Considering the security situation in many of the geographic areas of operation, the Subcontractor is expected to have the proper procedures, resources, and staffing to operate in this environment prior to commencing work. This includes, but is not limited to: adequate procedures to advise its employees of situations or changed conditions that could adversely affect their security; adequate security staff at office locations as needed; established security protocols and procedures; staff training on safety procedures; evacuation contingency plans; and situational analysis and awareness of the security environment. All employees of the Subcontractor must meet the requirements of their worksite, which may include, but are not limited to, background checks, security/restricted area clearances, drug-free workplace, and/or any other company safety and security requirements.

(c) Access to Chemonics' Facilities – Security Requirements

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

(d) Security Coordination, Reports of Security Threats and Incidents

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

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to Chemonics Chief of Party or his/her designee

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d)

witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

III.24 Standard Expanded Security

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

The Subcontractor shall implement and maintain adequate information security measures to protect against unauthorized access to or use of Users' Data in accordance with the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder, including without limitation: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Users' Data to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Users' Data, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Users' Data where unauthorized individuals may reasonably foreseeably have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to Users' Data; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when the Subcontractor detects unauthorized access to information systems, including immediate reports to Chemonics; (viii) measures to protect against destruction, loss or damage of Users' Data due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training of staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) reporting to Chemonics on the results of its audit evaluations of the Subcontractor's information security systems and procedures.

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

III.25 Federal Acquisition Regulation (FAR) And Agency for International Development Acquisition Regulation (AIDAR) Flow-down Provisions For Subcontracts And Task Orders Under This USG-Funded Prime Contract

III.25.A 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.

III.25.B 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.

III.25.C 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 USG 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.

III.25.D 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.

III.25.E AIDAR 752.204-71 PARTNER VETTING (APR 2012) ALTERNATE I

(a) The contractor must comply with the vetting requirements for key individuals under this contract.

(b) Definitions. As used in this provision-

Key individual means:

(i) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);

(ii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);

(iii) The program manager or chief of party for the USG-financed program; and

(iv) Any other person with significant responsibilities for administration of the USG -financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees

of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each offeror, potential subcontractors subject to vetting, and to the contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The Contractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified below during the contract when the Contractor replaces key individuals with individuals who have not been previously vetting for this contract. Note: USAID will not approve any key personnel who have not passed vetting.

(d) The designated vetting official is: Laura Mendelson

Email: lmendelson@usaid.gov

The designated vetting units are:

Syria Vetting Unit

Email: havettingsyria@usaid.gov

Yemen Vetting Unit

Email: havettingyemen@usaid.gov

Afghanistan Vetting Unit

Email: havettingafghanistan@usaid.gov

Pakistan Vetting Unit

Email: havettingpakistan@usaid.gov

West Bank/Gaza Vetting Unit
Email: havettingwbg@usaid.gov

(e)

(1) The vetting official will notify the Contractor that it-

(i) Has passed vetting,

(ii) Has not passed vetting, or

(i) Must provide additional information, and resubmit the USAID Partner

Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(f) Reconsideration.

(1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the Contractor has passed vetting does not constitute any other approval under this contract.

(h)

(1) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(2) In addition, prospective subcontractors at any tier providing the following classes of items (supplies and services) must pass vetting:

(i) Money or value transfer services are subject to partner vetting when the amount of the transfer plus service fee exceeds \$25,000, unless an exception in paragraph (ii) of this section applies.

(ii) Exceptions: (A) the prospective service provider is: registered in the U.S. and regulated by the United States Government.

(b) the prospective non-U.S. service provider is a bank, savings bank, or credit union

regulated by a competent authority, except when the service provider is regulated by an authority in Afghanistan, Syria or North Yemen. For inter-country transfers, this requirement applies to both the

sending and receiving country.

(c) The prospective service provider is below the [CO to fill in]

_____ tier. (Exception (C) applies only if the fill-in is completed and included in the award.)

(iii) For the purpose of this paragraph {h}{2) the following definitions apply:

Bank means a financial institution which in the normal course of its business operations accepts deposits; pays, processes, or transacts checks or other deposit accounts; and performs related financial services for the public. Also a bank generally makes loans or advances credit.

Competent authority means a regulatory or governmental body responsible for the supervision, registration, and regulation of the relevant financial service provider.

Credit union means a customer- or member-owned financial cooperative, democratically controlled by its members, and operated for the purpose of maximizing the economic benefit of its members by providing financial services at competitive and fair rates.

Money or value transfer services mean financial services that involve the acceptance of cash, checks, other monetary instruments, or other stores of value, and the payment of a corresponding sum in cash or other form to a customer by means of a communication, message, transfer, or through a clearing network to which the MVTS provider belongs. Transactions performed by such services can involve one or more intermediaries and a final payment to a third party, and may include any new payment methods. Sometimes these services have ties to particular geographic regions and are described using a variety of specific terms, including hawala, hundi, and fei-chen.

Savings bank means a financial institution organized to accept savings deposits and pay interest on those savings deposits.

Contractors must not place subcontracts for these classes of items until they receive confirmation from the vetting official that the prospective subcontractor has passed vetting.

(i) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

III.25.F RESTRICTIONS AGAINST DISCLOSURE (MAY 2016) (DEVIATION NO. M-OAA-DEV- 24-05c)

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this

paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

(End of Clause)

III.25.G PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)(DEVIATION NO. M-OAA-DEV-AIDAR-24-05c)

(a) *Definitions.* As used in this special contract requirement-

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS- 46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a Negative impact upon foreign policy or relations; and 2) Information offered under conditions of Confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney- client privilege or work product, and information arising from the advice and counsel of

subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information.

“Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Privacy Act Compliance

Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(d) IT Security and Privacy Training

(1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.

(2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.

(3) Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.

(4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.

(5) Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the TOCOR in writing that its employees, in performance of the contract, have completed the training. The TOCOR will inform the contractor of any other training requirements.

(e) Information Security and Privacy Incidents

(1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any email concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by email) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(3) Information Security Incident Response Requirements

(i) All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident-related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or TOCOR.

(ii) The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.

(iii) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analysis and processing.

(iv) At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

(v) All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the TOCO or TOCOR.

(vi) The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

(f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.

(g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by email) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

(End of Clause)

III.25.H SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APRIL 2018) (DEVIATION NO. M-OAA-DEV-AIDAR-24-05c)

(a) *Definitions.* As used in this special contract requirement-

“Audit Review” means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO).

“Authorizing Official” means the authorizing official is a senior government official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive” Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of

Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to:

(1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and

(2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the AAPD 16-02, Revision 3 Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) advice and counsel of subordinates to policy makers.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Technology Resources” means agency budgetary resources, personnel, equipment, facilities, or services that are primarily used in the management, operation, acquisition, disposition, and transformation, or other activity related to the lifecycle of information technology; acquisitions or interagency agreements that include information technology and the services or equipment provided by such acquisitions or interagency agreements; but does not include grants to third parties which establish or support information technology not operated directly by the Federal Government. (OMB M-15-14).

(b) Applicability: This special contract requirement applies to the Contractor, its subcontractors, and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800- Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Compliance with IT Security and Privacy Policies: The contractor shall be responsible for implementing information security for all information systems procured, developed, deployed, and/or operated on behalf of the US Government. All Contractor personnel performing under this contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency information security requirements as well as current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, and National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800- Series

Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

(1) HSPD-12 Compliance

(i) Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.

(ii) All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.

(2) Internet Protocol Version 6 (IPv6) or current version: This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third party test facility to show compliance with this requirement.

(3) Secure Configurations

(i) The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.

(ii) The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.

(iii) Applications designed for normal end users must run in the standard user context without elevated system administration privileges.

(iv) The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at <https://nvd.nist.gov/ncp/repository> or USAID established configuration settings.

(4) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to USAID for verification. The Contractor is required to follow government-wide (FIPS 140) encryption standards.

(5) Security Monitoring, Auditing and Alerting Requirements: All Contractor-owned and

operated systems that use or store USAID information must meet or exceed standards documented in this contract and in Service Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to:

System and Network Visibility and Policy Enforcement at the following levels:

- Edge
- Server / Host
- Workstation / Laptop / Client
- Network
- Application
- Database
- Storage
- User
- Alerting and Monitoring
- System, User, and Data Segmentation

(6) Contractor System Oversight/Compliance

(i) The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic analysis.

(ii) The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.

(iii) All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Task Order Contracting Officer Representative (TOCOR) and Contracting Officer, in addition to the CIO at ITAuthorization@usaid.gov. Alternatively, the Contractor may allow USAID information security staff to run scans directly.

(iv) The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

(7) Security Assessment and Authorization (SA&A)

(i) For all information systems procured, developed, deployed, and/or operated on behalf of the US Government information by the provision of this contract, the Contractor must

provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the TOCOR, in consultation with the USAID M/CIO Information Assurance Division.

(ii) Prior to deployment of all information systems that transmit, store or process Government information, the contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or TOCOR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.

(iii) Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the TOCOR or other designated Government staff.

(iv) Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the TOCOR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.

(v) All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO or designee must approve all SA&A requirements.

(vi) In information systems owned or operated by a contractor on behalf of an agency, or for information collected or maintained by or on behalf of the agency, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third Party Assessor (3PAO). See approved list of Assessors at <https://www.fedramp.gov/> /. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at saacapackages@usaid.gov at least 60 calendar days prior to obtaining the ATO for the IT system.

(vii) USAID retains the right to deny or rescind the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re- submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation. USAID is the final authority on compliance.

(viii) The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.

(ix) Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with

the level of risk as follows:

- High Risk = 30 calendar days;
- Moderate Risk = 60 calendar days; and
- Low Risk = 180 calendar days

(8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.

(d) The Contractor shall include the substance of this special contract requirement, including this paragraph (d), in all subcontracts, including subcontracts for commercial items.

(End of Clause)

III.25.I CLOUD COMPUTING (APRIL 2018) (DEVIATION NO. M-OAA-DEV-AIDAR-24-05c)

(a) Definitions. As used in this special contract requirement-

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure- as-a-service, and platform-as-a-service.

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130).

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to

Identify methods for circumventing the security features of an application, system, or network. (NIST SP 800- 115).

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology.

Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

(b) Applicability

This special contract requirement applies to the Contractor and all personnel providing support

Under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the lth Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of Federal information.

(1) The Contractor shall not access, use, or disclose Federal information unless specifically authorized by the terms of this contract issued hereunder.

(i) If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Federal information shall only be for purposes specified in this contract.

(ii) The Contractor shall ensure that its employees are subject to all such

access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Federal information only to manage the operational environment that supports the Federal information and for no other purpose unless otherwise permitted with the prior written approval of the TOCO.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract and National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the TOCO all Federal information, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the TOCO in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) Contractor shall retain and maintain all Federal information in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Federal information in accordance with the terms of the contract and provide the confirmation of disposition to the TOCO in accordance with contract closeout procedures.

(e) Notification of third party access to Federal information: The Contractor shall notify the Government immediately of any requests from a third party for access to Federal information or, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Federal information to a third party. The Contractor shall cooperate with the Government to take all measures to protect Federal information, from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor shall immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or information security incident in compliance with agency-specific instructions. The Contractor will also notify the TOCO or TOCOR and the Contractor Facilities Security Officer. The Contractor will abide by USAID instructions on correcting such a spill or information security incident. For all spills and information security incidents involving unclassified and/or SBU information, the protocols outlined above in section (g) and (h) below shall apply.

(g) Information Security Incidents

(1) Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the information security incident may be limited, small, or

insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO- HELPDESK@usaid.gov, regardless of day or time, as well as the TOCO and TOCOR and the Contractor Facilities Security Officer.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported information security incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line “Action Required: Potential Security Incident”.

(h) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information, and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report by e-mail all Privacy Incidents to the USAID Service Desk immediately (within 30 minutes), after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID TOCO or TOCOR and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read “Action Required: Potential Privacy Incident”.

(i) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Federal information. The CSP shall only use the Federal information for purposes explicitly stated in the contract. Further, the cloud service provider shall export Federal information in a machine-readable and non-proprietary format that USAID requests at the time of production, unless the parties agree otherwise.

(j) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, operational, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53 (Security and Privacy Controls for Federal Information Systems) and Organizations, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and

authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <https://www.FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the TOCO, the most current, and any other, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform penetration testing or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Federal information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before any restricted authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60) calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(a) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(l) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(m) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and

regulations.

(n) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(o) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(p) Forensics, Freedom of Information Act (FOIA), Electronic Discovery, or additional Information Requests: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(q) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

(End of Clause)

III.25.J 302.MAS.5 SEXUAL MISCONDUCT (DECEMBER 2020)

(a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, lthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.

(b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad (launchpad.usaid.gov), and Service Desk, phone, (202) 712-1234. These are also available to the Contractor or its employee(s).

(c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur

within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.

(d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

(End of Clause)

III.25.K CONTRACT CLAUSE FOR PERFORMANCE IN IRAQ (APRIL 2009)

Use of Synchronized Predeployment and Operational Tracker (SPOT) for Contractors Supporting a Diplomatic or Consular Mission Outside the United States (supplement to FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies the Synchronized Pre- deployment and Operational Tracker (SPOT) as the required system to use for this contract in Iraq.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-81, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Iraq. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Iraqi entities and nationals will be entered once a classified system is in place.

Accordingly, before the Contractor deploys personnel to Iraq, it must register them in SPOT. If individuals are already in Iraq at the time the contractor employs them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer.

This provision must be included in all sub-awards at any tier.

III.25.L CONTRACT CLAUSE FOR PERFORMANCE IN AFGHANISTAN (JULY 2010)

Use of Synchronized Pre-deployment and Operational Tracker (SPOT) for Contractors Supporting a Diplomatic or Consular Mission Outside the United States (supplement to FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies DoD's Synchronized Pre- deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a

Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

(End of Clause)

III.25.M CONTRACT CLAUSE FOR PERFORMANCE IN SYRIA (FEB 2016)

Use of Synchronized Predeployment and Operational Tracker (SPOT) for Contractors Supporting a Diplomatic or Consular Mission Outside the United States (FEB 2016)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)", the Contracting Officer hereby identifies the Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract.

Accordingly, before the Contractor deploys personnel to Syria, it must register them in SPOT. If personnel are already in Syria at the time the contractor employs them, at the time of contract award, or at the time the contract is modified to include this special requirement, the contractor must enter the required information into SPOT for each individual as soon as practicable. The Contractor must maintain current data in SPOT for all personnel.

Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs must be individually registered in SPOT.

Procedures for using SPOT and relevant training are available at <https://spot.dmdc.mil> and <http://www.acq.osd.mil/log/PS/spot.html>. Further guidance may be obtained from Contracting Officer's Representative (COR) or the Contracting Officer.

Use of SPOT applies to sub-contracts; this special requirement must be included in all subcontracts at any tier.

III.25.N AIDAR 752.227-71 PLANNING, COLLECTION, AND SUBMISSION OF DIGITAL INFORMATION TO USAID (JUN 2024) (Alternate I)

(a) *Definitions.* As used in this clause—

Computer is a fixed or mobile device that accepts digital data and manipulates the information based on a program or sequence of instructions for how data is to be processed.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Data asset is a collection of data elements or data sets that may be grouped together.

Data inventory is the first component of a Data Management Plan (DMP). The data inventory is a list of high-value data assets that the contractor anticipates producing during the period of award performance.

Data management plan (DMP) is a tool that guides the identification of anticipated data assets and outlines tasks needed to manage these assets across a full data lifecycle.

Data set is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a data set may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. A data set does not include unstructured data, such as email or instant messages, PDF files, PowerPoint presentations, word processing documents, images, audio files, or collaboration software.

Digital means the coding scheme generally used in computer technology to represent data.

Digital data means quantitative and qualitative programmatic measurements that are entered directly into a computer. Examples include numeric targets established during activity design or implementation; baseline, mid-line, or final measurements created or obtained via field

assessments; surveys or interviews; performance monitoring indicators as specified in the Contractor's approved AMELP; evaluation results; or perception metrics collected from beneficiaries on the quality and relevance of International Disaster Assistance and Development Assistance.

Digital information is a subset of data and means:

(i) Digital text;

(ii) Digital data;

(iii) Digital objects; and

(iv) Metadata created or obtained with USAID funding regarding international development or humanitarian assistance activities supported by this award that are represented,

stored, or transmitted in such a way that they are available to a computer program.

Digital method is a means of using computer technology to gather, process, analyze, transmit, store, or otherwise use data and other forms of information.

Digital object includes digital or computer files that are available to a computer program. Examples include digital word processing or PDF documents or forms related to activity design, assessment reports, periodic progress and performance reports, academic research documents, publication manuscripts, evaluations, technical documentation and reports, and other reports, articles and papers prepared by the Contractor under this contract, whether published or not. Other examples include data sets, spreadsheets, presentations, publication-quality images, audio and video files, communication materials, information products, extensible mark-up language (XML) files, and software, scripts, source code, and algorithms that can be processed by a computer program.

Digital repository refers to information systems that ingest, store, manage, preserve, and provide access to digital content.

Digital text includes text-based descriptions of programmatic efforts that are entered directly into a computer, rather than submitted as a digital object.

Draft digital information refers to digital information that, in the professional opinion of the Contractor, does not adhere to the information quality standards such that it presents preliminary, unverified, incomplete, or deliberative findings, claims, analysis, or results that may lead the consumer of such material to draw erroneous conclusions.

Granularity refers to the extent to which digital content or objects provide access to detailed, distinct data points. Coarse granularity generally means that distinct data points reflect larger, representational units or have been joined together or aggregated, thus providing less detail. A fine level of granularity generally means that distinct data points reflect smaller, individualized units that have not been aggregated, thus providing a higher level of detail. For example, a data set containing a list of every activity conducted by week would generally exhibit a finer level of granularity than a data set listing the various categories of activities conducted by month. The degree of granularity can be relative to the contents of a specific data set and can be geographic, temporal, or across other dimensions.

Information quality standards means the elements of utility, objectivity, and integrity collectively.

Integrity is an element of the information quality standards that means information has been protected from unauthorized access or revision, to ensure that the information is not compromised through corruption or falsification.

Machine readable means data in a format that can be easily processed by a computer without human intervention while ensuring that no semantic meaning is lost.

Metadata includes structural or descriptive information about digital data or digital objects such as content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection, and other descriptions.

Objectivity is an element of the information quality standards that means whether information is accurate, reliable, and unbiased as a matter of presentation and substance.

Personally identifiable information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. [See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource.] PII can include both direct identifiers (such as name, lth identification numbers, etc.), and indirect identifiers (geographic location, age) that when linked with other information can result in the identification of an individual.

Publication object is a digital object that has been accepted for publication prior to the end date of this contract and whose content is based on or includes any other digital information created or obtained in performance of this contract. In the research community, a publication object is often synonymous with a quality research manuscript that has been accepted by an academic journal for publication. However, publication objects can also consist of other digital objects (e.g., photos, videos, etc.) published via news media, the internet, or other venues.

Quality digital information means digital information that, in the professional opinion of the Contractor, adheres to the information quality standards and presents reasonably sound and substantiated findings, claims, analysis, or results regarding activities.

Registered with the USAID Digital Front Door (DFD) means: that—

(i) The Contractor entered all mandatory information required to obtain access to the DFD.

(ii) The Contractor agrees to abide by the DFD terms and conditions of use.

(iii) The Government has validated the Contractor's registration by providing access to the DFD.

USAID Digital Front Door (DFD), located at dfd.usaid.gov is a website where the Contractor transacts business with USAID, such as submitting digital information.

Utility is an element of the information quality standards that means whether information is useful to its intended users, including the general public, and for its intended purpose.

(b) *Digital information planning requirements.* The Contractor must engage in digital information planning to ensure compliance with the collection and submission of all digital information, as required under this award.

(c) [Reserved]

(2) *What to submit.* The DMP must be appropriate to the programmatic scope and context of the contract, and to the nature and complexity of the data to be collected or acquired in the course of the contract. The DMP must address, at a minimum, the following:

(i) Data inventory; and

(ii) If requested in writing by the Contracting Officer,

(A) Protocols for data collection, management and storage;

(B) Protocols for maintaining adequate safeguards that include the privacy and security of digital information collected under the award;

(C) Documentation that ensures other users can understand and use the data;

(D) Protocols for preserving digital information and facilitating access by other stakeholders; and

(E) Terms of use on data usage, publication, curation, or other dissemination plans.

(3) *When to submit.* The Contractor must develop and submit, at a minimum, the data inventory component of the DMP to the contracting officer for approval within ninety (90) days after contract award, unless the contracting officer establishes a different time period. The Contractor must submit the remaining components of the DMP to the contracting officer for approval, as soon as they become available. The contractor must not begin digital information collection prior to approval of the data inventory and submission of any remaining components of the DMP unless authorized in writing by the contracting officer.

(4) *When to revise.* The Contractor must revise the DMP as necessary throughout the period of performance of this contract. Any revisions to the plan must be approved by the contracting officer or contracting officer's representative as delegated.

(d) *Digital information production and collection requirements.* (1) The Contractor must:

(i) Use only digital methods to the extent practicable to produce, furnish, acquire, or collect information in performance of this contract. If the Contractor is unable to consistently collect data using digital methods, the Contractor must obtain the contracting officer or delegated contracting officer's representative's approval for any alternative collection method.

(ii) Collect digital information at the finest level of granularity that enables the Contractor to comply with the terms of this contract.

(2) To the extent practicable, the Contractor must limit the collection of PII to only that which is necessary to comply with the requirements of the contract.

(e) *Registration requirements.* The Contractor must:

(1) Be registered with the USAID Digital Front Door (DFD) within ninety (90) days after award of this contract; and

(2) Maintain access to the DFD during the period of performance of this contract.

(f) *Submission requirements*— (1) *What to submit*. Unless an exemption in paragraph (f)(4) of this section applies, the Contractor must:

(i) Submit digital information created or obtained in performance of this contract to USAID at the finest level of granularity at which it was collected.

(ii) Submit digital information in nonproprietary formats and digital data and data sets in machine readable formats. The Contractor may also submit proprietary formats in addition to a nonproprietary format.

(iii) Submit a copy of any usage license agreement that the Contractor obtained from any third party who granted usage rights for the digital information.

(iv) Submit a copy of any photo or media release template that the Contractor used to obtain permission from any third party for the use of the photo or media.

(v) When the contract includes AIDAR clause 752.7012, Protection of the Individual as a Research Subject, provide a blank copy of the form, document, instructions, or other instruments used to obtain informed consent from persons whose individual information is contained in the original version of the digital object.

(vi) If applicable, provide additional details or metadata regarding:

(A) Where and how to access digital information that the Contractor submits to a USAID-approved digital repository or via alternate technology as approved by USAID's Chief Information Officer;

(B) The quality of submissions of draft digital information;

(C) Known sensitivities within digital information that may jeopardize the personal safety of any individual or group, whether the Contractor has submitted the information or has received a submission exemption;

(D) Digital information for which the Contractor was unable to obtain third party usage rights, a media release, or informed consent or which has other proprietary restrictions.

(2) *Where to submit*. The Contractor must submit digital information through the DFD, unless specifically authorized by the contracting officer in writing to submit to a USAID-approved digital repository instead or via alternate technology as approved by USAID's Chief Information Officer.

(3) *When to submit*. (i) With the exception of data sets, the Contractor must submit all other Digital Objects within 30 days of obtaining the contracting officer or delegated contracting officer representative's approval. Unless otherwise specified in the schedule of the contract or otherwise instructed by the contracting officer or delegated contracting officer's representative, the Contractor must submit data sets and all other digital information created or obtained in performance of this contract to USAID once it meets the requirements of quality digital information. Unless otherwise approved by the contracting officer in writing, within thirty (30)

days after the contract completion date, the Contractor must submit all digital information not previously submitted, including both draft digital information and quality digital information required under this contract.

(ii) Upon written approval of the contracting officer or delegated contracting officer's representative, the Contractor must submit draft digital information to USAID when the "best available" information is required in order to meet time constraints or other programmatic or operational exigencies.

(4) *Exemptions.* (i) The Contractor must not submit digital information through the DFD that contains:

(A) Classified information.

(B) Personally identifiable information. The Contractor must, to the maximum extent possible, remove the association between the set of identifying data and the individual to which it applies unless retaining such information is essential to comply with the terms of this contract and upon written approval from the contracting officer or delegated contracting officer's representative to submit this information.

(ii) If the Contractor believes there is a compelling reason not to submit specific digital information that does not fall under an exemption in this section, including circumstances where submission may jeopardize the personal safety of any individual or group, the Contractor must obtain written approval not to submit the digital information from the contracting officer.

(5) *Approval requirements.* Upon receipt of digital information submitted by the Contractor, the contracting officer or delegated contracting officer's representative will either approve or reject the submission. When a submission is rejected, the Contractor must make corrections and resubmit the required information. USAID does not consider the submission accepted until the contracting officer or delegated contracting officer's representative provides written approval to the Contractor.

(g) *Publication considerations.*

(1) If the Contractor produces a publication object, the Contractor must submit via the DFD a copy of the publication object, the publication acceptance notification, along with a link at which the final published object may be accessed.

(2) For any digital object the Contractor submits in compliance with the terms of this contract, the Contractor may request from the contracting officer or delegated contracting officer's representative an embargo on the public release of the digital object. The contracting officer or delegated contracting officer's representative may approve an embargo request that is for no more than 12 months at a time, with additional scrutiny for digital objects relied upon for journal publication. A determination on this request will be provided to the Contractor in writing.

(3) If the Contractor used a digital object previously submitted via the DFD to generate the publication object, and that digital object is governed by a pre-existing embargo, that embargo will expire on the day the publication object is scheduled for publication. USAID may elect to publish digital information on which the publication object is based as early as the date the publication object is scheduled for publication.

(h) *USAID digital collection and submission standards.* The Contractor must comply with the version of USAID's Digital Collection and Submission Standards in effect on the date of award as outlined at data.usaid.gov/standards. If the Contractor is unable to adhere to USAID's Digital Collection and Submission Standards, the Contractor must obtain USAID's written approval for an alternative approach.

(i) *Access to the digital information.* USAID will conduct a rigorous risk assessment of digital information that the Contractor submits to USAID to determine the appropriate permissions and restrictions on access to the digital information. USAID may release the data publicly in full, redact or otherwise protect aspects of the information prior to public release, or hold the information in a non-public status.

(j) *Obligations regarding subcontractors.* (1) The Contractor must furnish, acquire, or collect information and submit to USAID, in accordance with paragraph (f) of this clause, all digital information produced, furnished, acquired, or collected in performance of this contract by its subcontractors at any tier.

(2) The Contractor must insert the terms of this clause, except paragraph (e) of this clause, in all subcontracts.

(End of clause)

III.25.O AIDAR 752.239-70 INFORMATION TECHNOLOGY AUTHORIZATION (MAY 2024)

(1) *Definitions.* As used in this contract: Information Technology means any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are “used by an agency” if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term “information technology” does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) *Approval Requirements.* The Federal Information Technology Acquisition Reform Act

(FITARA) requires Agency Chief Information Officer (CIO) review and approval of acquisitions of information technology and information technology services. Any information technology specified in the Schedule of this contract has already been approved by the CIO. The Contractor must not acquire any additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(c) Request for Approval Procedure.

(1) If the Contractor determines that any information technology not specified in the Schedule will be necessary in the performance of the contract, the Contractor must request prior written approval from the Contracting Officer, including the Contracting Officer's Representative and the Office of the CIO (ITAuthorization@usaid.gov) on the request.

(2) In the request, the Contractor must provide an itemized description of the information technology to be procured. For equipment (including hardware and software), the Contractor must include any applicable brand names, model/version numbers, quantities, and estimated unit and total cost information. For services, the Contractor must provide a detailed description of the services, name(s) of the service provider(s), and estimated cost information.

(3) The Contracting Officer will approve or deny in writing the Contractor's request. If granted, the Contracting Officer will specify in writing the information technology approved by the CIO for purchase.

(d) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (d), in all subcontracts. The Contractor is responsible for requesting any approval required under paragraphs (b) and (c) of this clause for any applicable subcontractor information technology acquisition.

(End of clause)

III.25.P 752.239-71 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (MAY 2024)

(a) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires

(1) Federal agencies to offer access to information and communication technology (ICT) to individuals with disabilities who are Federal employees or members of the public seeking information or services, and

(2) that this access be comparable to that which is offered to Federal employees or members of the public who are not individuals with disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("Access Board") in 36 CFR part 1194, are viewable at <https://www.access-board.gov/ict/>.

(b) Except as indicated elsewhere in the contract, all ICT supplies, services, information, documentation, and deliverables developed, acquired, maintained, or delivered under this contract must meet the applicable Section 508 accessibility standards at 36 CFR part 1194, as amended by the Access Board.

(c) The Section 508 accessibility standards applicable to this contract are identified in Section C or other applicable sections of this contract.

(d) The Contractor must, upon written request from the Contracting Officer, or if so designated, the Contracting Officer's Representative, provide the information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards.

(e) If it is determined by the Government that any ICT supplies or services delivered by the Contractor do not conform to the required accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(f) The Contractor must insert this clause in all subcontracts that involve the acquisition of ICT supplies and/or services. The Contractor is responsible for the submission of any information as required under paragraph (e) of this clause.

(End of clause)

III.25.Q 752.239-72 USAID-FINANCED PROJECT WEBSITES (MAY 2024)

Definitions. As used in this contract: Project Website means a website that is:

- (1) funded under this contract;
- (2) hosted outside of a Federal Government domain (i.e., “.gov”);
- (3) operated exclusively by the Contractor, who is responsible for all website content, operations and management, information security, and disposition of the website;
- (4) not operated by or on behalf of USAID; and
- (5) does not provide official USAID communications, information, or services.

(b) Requirements. The Contractor must adhere to the following requirements when developing, launching, or maintaining a Project Website:

(1) Domain name. The domain name of the website must not contain the term “USAID”. The domain name must be registered in the Contractor’s business name with the relevant domain registrar on the relevant domain name registry.

(2) Information to be collected. In the website, the Contractor may collect only the amount of information necessary to complete the specific business need. The Contractor must not collect or store privacy information that is unnecessary for the website to operate, or is prohibited by statute, regulation, or Executive Order.

(3) Disclaimer. The website must be marked on the index page of the site and every major entry point to the website with a disclaimer that states: “The information provided on this website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government.”

(4) Accessibility. To comply with the requirements of the Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), the Contractor must ensure the website meets all applicable accessibility standards (“Web-based intranet and internet information and applications”)

at 36 CFR part 1194, Appendix D.

(5) Information security: The Contractor is solely responsible for the information security of the website. This includes incident response activities as well as all security safeguards, including adequate protection from unauthorized access, alteration, disclosure, or misuse of information collected, processed, stored, transmitted, or published on the website.

The Contractor must minimize and mitigate security risks, promote the integrity and availability of website information, and use state-of-the-art: system/software management; engineering and development; event logging; and secure- coding practices that are equal to or better than USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved within 30 calendar days.

(c) Disposition. At least 120 days prior to the contract end date, unless otherwise approved by the Contracting Officer, the Contractor must submit for the Contracting Officer's approval a disposition plan that addresses how any Project Website funded under this contract will be transitioned to another entity or decommissioned and archived. If the website will be transitioned to another entity, the disposition plan must provide details on the Contractor's proposed approach for the transfer of associated electronic records, technical documentation regarding the website's development and maintenance, and event logs. Prior to the end of the contract, the Contractor must comply with the disposition plan approved by the Contracting Officer.

(d) Subcontracts. The Contractor must insert this clause in all subcontracts that involve the development, launch, or maintenance of a Project Website. The Contractor is responsible for the submission of any information as required under paragraphs (b) and (c) of this clause.

(End of clause)

III.25.R PROVISIONS INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and Acquisition Regulation.

The following Federal Acquisition Regulation (FAR) clauses apply to this Subcontract as indicated:

CITATION NUMBER	TITLE	DATE
52.204-12	Unique Entity Identifier Maintenance	Oct 2016
52.204-14	Service Contract Reporting Requirements	Oct 2016

52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	Aug 2009
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Jun 2020

* The version of the clause in effect as of the date of prime contract award, governs.

The following AIDAR clauses apply to this Subcontract as indicated:

Citation No.	TITLE	DATE
752.202-1	USAID Definitions	Jan 1990
752.209-71	Organizational Conflicts Of Interest Discovered After Award	Jun 1993
752.211-70	Language And Measurement	Jun 1992
752.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	Mar 2015
752.219-70	USAID Mentor-Protégé Program	Jul 2007
752.219-71	Mentor Requirements and Evaluation	Jul 2007
752.222-71	Nondiscrimination	Jun 2012
752.227-14	Rights in Data—general	Oct 2007
752.228-7	Insurance—Liability to Third Persons	Jul 1997
752.247-70	Preference for Privately Owned U.S.-Flag Commercial Vessels	Oct 1996
752.7006	Notices	Apr 1984
752.7028	Differential and Allowances	May 2024
752.7036	USAID Implementing Partner Notices Portal For Acquisition	Jul 2014
752.7037	Child Safeguarding Standards	Aug 2016
752.7038	Nondiscrimination Against End-Users Of Supplies Or Services	Oct 2016

Annex 1 Cover Letter

[Offeror: Insert date]

Peter Thomas
Chief of Party
FEWS NET 8 Knowledge Base
Chemonics International, Inc.
1275 New Jersey Ave SE, Suite 200
Washington, DC 20003

Reference: Request for Proposals **KB8-XXX**

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

Dear Mr. Thomas,

[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	_____
UEI 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]

[Offeror: Insert name of your organization]

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

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

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

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

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

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page. All items and services must be clearly labeled and include the total offered price. The detailed budget must show major line items, including, for example:

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

All cost information must be expressed in local currency or in USD with proof of exchange rate.

Step 4: Write Budget Narrative. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overrd, 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.

Offerors should reference the attached budget template to help price the technical and cost requirements of this RFP. Please refer to Annex 7 for a sample budget template.

Annex 3 Required Certifications

See attached.

Annex 4**UEI and SAM Registration Guidance****What is an UEI Number?**

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

Why am I being requested to obtain a UEI 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 UEI numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding UEI number.

Is there a charge for obtaining a UEI number?

No. Obtaining a UEI 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 UEI number?

UEI numbers can be obtained online at SAM.gov.

What information will I need to obtain a UEI number?

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

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

How long does it take to obtain a UEI number?

The UEI number is issued immediately upon completion of the request process.

Are there exemptions to the UEI 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 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 UEI 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 UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

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

Why should I register in SAM?

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

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the UEI 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 UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcb0

Follow the step-by-step guidance for contracts registrations at:

https://www.fsd.gov/sys_attachment.do?sys_id=b4c153341ba3c5103565ed3ce54bcbb8

You must have a UEI 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, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.

* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.

* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

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

Annex 5 Structure-Conduct-Performance Framework for Food Security

Click in the following link to access the document: [Markets Guidance](#)

Annex 6 List of informants and stakeholders for market fieldwork, including tools and materials

Data Collection Tool and Materials	Participant Categories	Examples of Key Informants (Respondent Type)
Key informant interviews (KIIs) – Semi-structured interview guides	Traders (large, medium, small)	<ul style="list-style-type: none"> • Wholesalers/assemblers • Retailers, storeowners, small merchants • Cross-border traders (Exporters/importers)
	Processors	<ul style="list-style-type: none"> • Millers, crushers • Distillers/brewers
	Producers	<ul style="list-style-type: none"> • Producers (different sizes)
	Consumers	<ul style="list-style-type: none"> • Household consumers • Consumers groups
	Market-level representatives	<ul style="list-style-type: none"> • Market managers/administrators • Trader/producers associations/cooperatives
	Service providers	<ul style="list-style-type: none"> • Storage facility managers • Transporters • Input suppliers • Other service provides
	Other Key stakeholders	<ul style="list-style-type: none"> • Government representatives • UN agencies representatives • INGO and NGO representatives • Subject matter experts: Academia and experts, agricultural researchers and extension agents
Market observation worksheet	Market place	<ul style="list-style-type: none"> • Observations by the data collection team
Stakeholder Workshop – Market maps, seasonal calendars, and discussion guides	Multi-stakeholder participants	<ul style="list-style-type: none"> • Selected representatives from KII groups; market administrators and local leaders; representatives of trade and farmer associations; subject matter experts; FEWS NET country network members

Annex 7 Budget Template

Please refer to Annex 7 (attached) for a sample budget template.

Annex 8 Supervisor of Data collection team, Scope of Work (SOW)

The Supervisor of a Data Collection Team will lead, manage, and support field data-collection teams across assigned regions in a given country. Each Supervisor will carry out key informant interviews at the same time as overseeing other interviewers during data collection, ensuring the data collection team members alignment with approved protocols and tools. The Supervisor maintains close communication with the Team Lead.

Supervisors are experienced in conducting key informant interviews and serve as resource and guidance to their team of interviewers. The position involves planning, supervision, and quality control of field activities; direct engagement with market actors and local authorities; and participation in data validation, analysis, and stakeholder workshops. Each Supervisor works within an assigned region while maintaining close coordination with other Supervisors and Team Lead. Supervisors participate in technical debriefs, learning discussions, and the stakeholder workshop.

Supervisors will be responsible for the following tasks:

Planning and Preparation (15%)

- Participate in planning meetings and preparatory sessions with the data collection team, including training and piloting of tools.
- Support the refinement and finalization of data-collection tools, reporting templates, and supervision checklists, ensuring methodological rigor, clarity, and contextual relevance.
- Contribute to the development of detailed field activity plans and itineraries, including the identification of markets, travel routes, schedules, and logistical arrangements for data collection teams.
- Coordinate with local officials, market authorities, and other stakeholders to facilitate fieldwork.
- Ensure interviewers are properly trained on data protocols, ethics, and confidentiality requirements.
- Participate in preparatory and wrap-up meetings to review readiness, logistics, and deliverables.

Data Collection (70%)

- Serve as the primary supervisor and contact point for assigned data-collection teams, providing daily technical and logistical oversight throughout field work.
- Ensure adherence to approved tools, protocols, timelines, and FEWS NET ethical standards, including informed consent and data confidentiality.
- Conduct key informant interviews and site visits to collect primary data on target commodities, including prices, trade flows, logistics, and key aspects of market structure, conduct, and performance.
- Perform spot-checks and accompany interviewers on data-collection missions to verify data quality, completeness, and consistency with established procedures.
- Provide feedback to interviewers, address technical issues in the field, and ensure timely submission of data, while offering on-the-job guidance to strengthen performance and data quality.
- Troubleshoot and resolve technical or logistical challenges that arise during data collection and communicate any issues promptly to the KB technical team.
- Compile and validate data submissions from enumerators, ensuring accuracy, consistency, and timely transmission to the Team Lead and the KB technical team.

- Maintain regular communication and debriefs with the Team Leader and KB technical team to share progress, key findings, and lessons learned.
- Document field operations, including challenges, corrective actions, and recommendations for improving future data-collection activities.

Reporting (10%)

- Participate in internal debriefs, learning meetings, and stakeholder workshops, providing field-based insights.
- Provide written inputs to the Team Lead and MF team, summarizing key findings, data gaps, logistical or market constraints identified during fieldwork and recommendations.

Other Support (5%)

- Support logistical arrangements for workshops or field activities as requested.
- Provide other technical or logistical support as required.

Qualifications

- Bachelor's degree or equivalent work experience; Master's degree preferred; education in a discipline relevant to the work, such as economics, agriculture, anthropology, social geography, or a related field;
- Minimum 5 years of relevant professional experience, including at least 3 years supervising field data-collection teams.
- Understanding of the agricultural sector in the country, including market systems.
- Proven experience collecting primary data through key informant interviews
- Demonstrated ability to supervise and mentor field teams, ensuring quality data collection and timely reporting.
- Strong organizational, planning, and data-management skills, with the capacity to oversee multiple field activities simultaneously.
- Ability to liaise effectively with local stakeholders, including market actors.
- Excellent analytical and communication skills.
- Proficiency in Microsoft Office applications (Word, Excel, PowerPoint) required.
- Ability to work independently with limited supervision.
- Experience working in and familiarity with the country context.
- Experience working with food-security initiatives preferred.
- Fluency in English desired; proficiency in relevant local languages.

Annex 9. Interviewer Scope of Work (SOW)

Under the management of the team Supervisor and activity Team Lead, the Market Interviewers will carry out field-based data collection across assigned regions of the country. Working in small teams (2-3 persons per team), interviewers will conduct key informant interviews and market site visits to collect primary data in line with approved FEWS NET protocols, tools, and timelines.

Interviewers will ensure accurate, timely data submission, provide brief contextual notes on market conditions, and maintain regular communication with supervisors and the rest of the team. Interviewers have demonstrated experience conducting semi-structured key informant interviews with a variety of stakeholders and organizing the corresponding data.

The role requires participation in training and testing of tools, data collection, data verification and submission, and contributions to debriefs and other group sessions.

Interviewers will be responsible for the following tasks:

Training and Testing (10%)

- Participate in orientation sessions, ethics and informed-consent training, tool training, and testing of data-collection instruments.
- Confirm assigned markets and itineraries and ensure that data-submission and communication channels are tested and functional.
- Review and become proficient with all data collection tools and information needs to ensure the collection of quality data

Data Collection (75%)

- Conduct key informant interviews covering various market-related aspects for the commodities of interest, including availability, trade flows, market actors, and various aspects of market structure, conduct, and performance, capturing all required information as specified in the data collection tools, and documenting any additional relevant information emerging from field observations.
- Build and maintain professional rapport with traders and market officials; conduct work respectfully and without interfering with local authorities or trade.
- Safeguard devices or paper notes; keep hard-copy records in good condition and available for inspection.

Data Management & Quality Assurance (10%)

- Complete same-day checks for completeness/logic before leaving a location
- Submit notes and/or recordings through the designated template/platform; retain local backups (paper scans or files).
- Respond promptly to supervisor queries; correct flagged issues and resubmit them as needed.

Reporting & Coordination (5%)

- Join regular team debriefs; share short notes on anomalies, shocks, and emerging issues.
- Provide additional local context upon request from supervisors or other team members.
- Participate in a data collection debrief session and return all materials and required documentation as instructed.

- If necessary, participate in a stakeholder workshop and submit all required materials as instructed.

Qualifications

- Secondary education required; post-secondary certificate or bachelor's degree in economics, agriculture, agribusiness, social sciences, or related field preferred.
- Minimum 2 years of experience collecting qualitative market data through key informant interviews, site visits, and direct observation; prior work on agricultural or commodity markets strongly preferred.
- Familiarity with agricultural and market systems, including commodity flows, logistics, marketing and pricing practices, etc.
- Reliability in following protocols, conducting interviews ethically, and ensuring accurate, high-quality data collection and record-keeping.
- Ability to perform basic data-quality checks for consistency and completeness.
- Experience using mobile data-collection tools and collaboration platforms (e.g., Google tools).
- Experience conducting and managing audio-recorded interviews in line with ethical and confidentiality standards, including obtaining informed consent and securely uploading or transferring recordings for centralized storage.
- Strong interpersonal skills and professionalism necessary to engage with traders, transporters, market officials, and community members, while maintaining neutrality and confidentiality.
- Fluency in relevant local language(s) required; proficiency in English and/or French/Spanish/Portuguese/Arabic (depending on country context) preferred.
- Willingness to travel extensively within assigned regions and adhere to field and safety protocols.

Annex 10. Team Leader Scope of Work (SOW)

Team leaders are critical members in the Market Fundamentals data collection team. Their profound technical expertise in agricultural markets and trade allows them to resolve technical questions and debates, assess the quality, accuracy, and completeness of the data collected, and identify emerging data collection gaps that need to be addressed as data collection progress. Their experience conducting market assessments and stakeholder interviews helps the team keep the data collection effort on track for a timely completion and ensure adherence to local protocols.

Team leaders also engage with the FEWS NET KB technical team as appropriate and participate in data collection activities, stakeholder engagement, data collection debriefs, and the stakeholder workshop.

The team leader will be responsible for the following tasks:

Desk research (5%)

- Identify and review market assessments and value chain analyses carried out in the country in the past 5-7 years, for the commodities of interest
- Identify, acquire and compile relevant market-related secondary data and reports (including price series, agricultural production, trade statistics, and existing market studies) as needed and feasible
- Use key findings from reviewed sources to inform the fieldwork design and data-collection priorities

Planning (12%)

- Contribute to the planning of in-country activities, including: identification of locations appropriate for primary data collection, development of the fieldwork itinerary and support the organization of meetings and workshops with local partners and government stakeholders
- Support the organization of a stakeholder introductory meeting to socialize the activity and establish communication protocols.
- Finalize data collection tools in coordination with the KB technical team to ensure clarity, consistency, and contextual relevance.
- Gather information and support the development of materials necessary to socialize this activity with local stakeholders, in order to raise awareness about this activity and ensure the alignment with local protocols and requirements
- Identify and reach out to key informants and potential participants for the stakeholder workshops in collaboration with FEWS NET staff
- Extend invitations to key informants and workshop participants in coordination with the KB technical team
- Ensure necessary government notifications, letters of introduction, and access permissions are obtained prior to fieldwork.

Data collection (65%)

- Co-facilitate training for data collection teams
- Provide technical guidance and oversight to data collection teams
- Ensure data-collection teams adhere to the agreed tools and processes, and that all field activities comply with FEWS NET's ethical and confidentiality standards, including obtaining informed consent from respondents.

- Carry out key informant interviews on commodity market dynamics (including structure, conduct, performance) in various locations
- Review primary data collected to ensure accuracy, completeness, and quality
- Ensure the management of primary data following best practices
- Maintain close communication with the KB technical team throughout regular debriefs during the data collection process and provide timely feedback on emerging issues and field observations.
- Document the data collection process, including recommendations for future MF activities
- Co-facilitate a stakeholder workshop on target commodity markets
- Oversee the preparation, collection, and organization of workshop materials and outputs to the MF team.

Analysis and reporting (15%)

- Participate in a data collection debrief and learning workshop to share insights and recommendations
- Contribute to technical discussions about the content of MF products
- Develop a complete documentation of the data collection process and of the data collected
- Provide written feedback to the MF report

Other support (3%)

- Provide other types of technical or logistical support as required by the data collection team, including arranging interviews, securing translation, coordinating with local partners and institutions, and supporting general field operations.
- General support, as necessary, to assure the successful completion of the MF reports.

Qualifications

- Bachelor's degree or equivalent work experience; Master's degree preferred; education in a discipline relevant to the work of FEWS NET, such as economics, agricultural economics, agronomy, nutrition, climatology, anthropology, livelihoods, or social geography is preferred;
- Substantive knowledge of the agricultural markets, trade systems/landscape, and related policies supporting development and/or humanitarian efforts/programming in the target country
- Minimum 8 years of relevant professional experience; with 5 years of experience conducting market assessments for agricultural products;
- Minimum 3 years of experience collecting primary data through key informant interviews and group discussions;
- Minimum 3 years of experience analyzing qualitative data;
- Minimum 3 years of supervisory experience and experience leading teams, preferably overseeing fieldwork or research teams.;
- Excellent analytical, writing, and presentation skills;
- Strong interpersonal and coordination skills, including the ability to work well with field-based and remote teams using collaboration tools/platforms.
- Experience working in or familiarity with the target country's market and livelihood systems; prior residence or long-term assignment in-country strongly preferred.
- Fluency in English required, proficiency a relevant national language