May 22, 2015

Request for Proposals # FEWS-NET-DATA-YEMEN-01
Yemen Data Collection and Analysis

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Famine Early Warning Systems Network (FEWS NET) III USAID Contract No. AID-OAA-I-12-00006, Task Order 1 Contract No. AID-OAA-TO-12-00003, is issuing a Request for Proposals (RFP) for food security data collection and analysis services in Yemen. The attached RFP contains all the necessary information for interested Offerors.

FEWS NET is a leading provider of information and analysis on food insecurity. Created in 1985 by the US Agency for International Development (USAID) after devastating famines in East and West Africa, FEWS NET today is a valuable resource to a vast community of governments, international relief agencies, NGOs, journalists, and researchers planning for, responding to, and reporting on humanitarian crises. With the hope of one day moving past famine toward long-term solutions for chronic food insecurity, FEWS NET research and early warning reports are intended to support international development organizations as they tackle economic and nutritional challenges in the world’s poorest countries.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Mr. Andrew Bourret according to the instructions in 1.6 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to the same website where this RFP was published by 5:00 PM EST on May 28, 2015.

Offerors must submit technical and cost proposals to Mr. Bourret by 5:30 EST on June 1, 2015, according to the instructions in Section I of this RFP.

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

Sincerely,

[Signature]
Andrew Bourret
Associate
FEWS NET III
Chemonics International
Request for Proposals

RFP # FEWS-NET-DATA-YEMEN-01

For the provision of

Yemen Data Collection and Analysis

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

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

Funded under:
Famine Early Warning Systems Network (FEWS NET) III, Task Order 1

Prime Contract Number AID-OAA-TO-12-00003
Task Order Number AID-OAA-TO-12-00003

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

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at http://www.chemonics.com/OurStory/OurMissionAndValues/Pages/default.aspx.

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

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

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

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

Please contact Michael Murff at mmurff@chemonics.com 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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<th>Full Form</th>
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<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
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<tr>
<td>CO</td>
<td>USAID Contracting Officer</td>
</tr>
<tr>
<td>COP</td>
<td>Chief of Party</td>
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<tr>
<td>COR</td>
<td>USAID Contracting Officer’s Representative</td>
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<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
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<tr>
<td>HDDS</td>
<td>Household Dietary Diversity Score</td>
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<td>HHS</td>
<td>Household Hunger Scale</td>
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<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
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<td>NICRA</td>
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<tr>
<td>NGO</td>
<td>Nongovernmental organization</td>
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<td>RFP</td>
<td>Request for Proposals</td>
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<td>SAF</td>
<td>Strategic Activities Fund</td>
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<tr>
<td>U.S.</td>
<td>United States</td>
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<td>USAID</td>
<td>U.S. Agency for International Development</td>
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<tr>
<td>USG</td>
<td>U.S. Government</td>
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<tr>
<td>VAT</td>
<td>Value Added Tax</td>
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Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Famine Early Warning Systems Network (FEWS NET) III, Task Order 1 project, under contract number AID-OAA-TO-12-00003 is soliciting offers from companies and organizations to submit proposals to participate with FEWS NET III to carry out food security data collection and analysis in Yemen.

FEWS NET is the world’s premier provider of high quality food security analysis and early warning. Created in response to the 1984 famines in East and West Africa, this five-year activity (2012-2016) aims to collaborate with international, regional, and national partners to provide timely and rigorous early warning and analysis of potential, emerging, and/or evolving food security issues in order to inform appropriate humanitarian response. FEWS NET currently covers about 36 countries. In Yemen, FEWS NET has been working with a network of informants and using secondary information to monitor the food security situation. However, as the impact of conflict on food security continues to increase, FEWS NET has been assessing different ways to expand on collection of timely, pertinent information in order to assess the food security situation. In order to increase the quality of information FEWS NET has access to in the region, FEWS NET plans to contract a research firm with experience in Yemen to gather additional, timely information on markets and trade, livelihoods, and food security in Yemen. The results of this analysis will serve as an important input to FEWS NET’s analysis of current and projected acute food security outcomes.

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

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

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

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

I.2. Offer Deadline

Offerors shall submit their offers electronically only.

Electronic offers must be received no later than 5:30 PM EST on June 1, 2015 at the following address:

Andrew Bourret
Associate, FEWS NET III
Chemonics International Inc.
abourret@chemonics.com
Faxed offers will not be considered.

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

I.3. Submission of Offers

Proposals must be submitted electronically only.

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

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

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

I.4. Requirements

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

A. General Requirements

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

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

(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country where it is headquartered upon award of the subcontract.

(ii) Companies or organizations must have a local presence in Yemen at the time the subcontract is signed.

(iii) 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.

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 making all partnership arrangements, including but not limited to
division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however the different organizations must be committed to work together in the fulfillment of the subcontract terms.

B. Required Proposal Documents

1. Cover Letter

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

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

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

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

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages. This section should clearly outline the following:
  o Detail on the proposed methodology for responding to technical needs of the Scope of Work.
  o An outline of proposed logistics for implementing the field work, including security; and any specific measures taken to mitigate anticipated challenges/ constraints.
  o A calendar of activities.
• Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. This section should clearly outline the following:
  o Specific details about the data collection and analysis team(s) that will be implementing the survey, including the size and composition of the teams, and qualifications of key team members and the responsibilities of each member.
  o A description of how the teams will be managed.
  o A description of the team’s capacity to work in local language.
  o A plan for communicating with FEWS NET III staff.

• Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages. This section should indicate the offeror’s experience in the following areas:
  o Offeror’s experience designing assessment tools to collect markets and trades, livelihoods, and food security assessments.
  o Offeror’s experience conducting markets and trade, livelihoods, and food security assessments.
  o Offeror’s experience conducting surveys in Yemen and other conflict areas.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include three past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

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

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

3. Cost Proposal

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

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

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional
cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror’s proposed cost.

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

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

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

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


The cooperating country for this RFP is Yemen.

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

I.6. Chronological List of Proposal Events

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

- RFP published: 05/22/2015
- Deadline for written questions: 05/27/2015
- Answers provided to questions/clarifications: 05/28/2015
- Proposal due date: 06/01/2015
- Subcontract award (estimated): 06/15/2015

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Andrew Bourret at abourret@chemonics.com no later than 12:00 PM EST on May 27, 2015. 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 III project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 5:30 PM EST on June 1, 2015. Late offers will be considered at the discretion of Chemonics.

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

**I.7. Validity Period**

Offerors’ proposals must remain valid for 60 calendar days after the proposal deadline.

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

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

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

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Sub-criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach, Methodology and Detailed Work Plan</td>
<td>Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?</td>
<td>10 points</td>
</tr>
<tr>
<td></td>
<td>Approach – Does the proposed program approach and timeline fulfill the information collection requirements of executing the Scope of Work effectively and efficiently? Please also include logistical capacity for implementing the information collection, and any specific measures taken to mitigate anticipated challenges/ constraints, including issues related to security.</td>
<td>15 points</td>
</tr>
<tr>
<td></td>
<td>Methodology – Does the proposed methodology respond effectively and efficiently to the outlined approach in a way that facilitates completely the information collection and reporting requirements of the Scope of Work and Deliverables schedule?</td>
<td>15 points</td>
</tr>
<tr>
<td>Sector Knowledge – Does the proposal demonstrate the Offeror's knowledge related to information collection and reporting required by the Scope of Work?</td>
<td>10 points</td>
<td></td>
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<tr>
<td>---------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td><strong>Total Points – Technical Approach</strong></td>
<td>50 points</td>
<td></td>
</tr>
<tr>
<td>Management, Key Personnel, and Staffing Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the proposed management and staffing plan adequately convey the Offeror’s capacity to manage and implement the Scope of Work in Yemen?</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>Does the proposed management and staffing plan adequately convey the Offeror’s capacity to manage and implement their proposed approach and methodology?</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Does the proposed staffing plan adequately convey the Offeror’s capacity to work effectively in the region given the cultural context and language requirements?</td>
<td>10 points</td>
<td></td>
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<tr>
<td><strong>Total Points – Management</strong></td>
<td>35 points</td>
<td></td>
</tr>
<tr>
<td>Corporate Capabilities, Experience, and Past Performance</td>
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<td></td>
</tr>
<tr>
<td>Company Background and Experience – Does the company have experience relevant to the project Scope of Work, working in conflict areas, working in Yemen/ and/or working in the region?</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points – Corporate Capabilities</strong></td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100 points</td>
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</table>

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

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

I.9. Negotiations

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

I.10. Terms of Subcontract

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

I.11. Privity

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

II.1.  Background

The Famine Early Warning Systems Network (FEWS NET III) is the world’s premier provider of high quality food security analysis and early warning. Created in response to the 1984 famines in East and West Africa, this five-year activity (2012-2016) aims to collaborate with international, regional, and national partners to provide timely and rigorous early warning and analysis of potential, emerging, and/or evolving food security issues in order to inform appropriate humanitarian response. FEWS NET currently covers about 36 countries.

Within the context of local livelihoods, FEWS NET professionals in Africa, Central America, Haiti, Central Asia, and the United States monitor a range of relevant data sources (e.g., remote sensing imagery, price and trade data, nutrition information). This information then informs a scenario-building process, which is used to project future food security outcomes. FEWS NET then uses a suite of decision support products to communicate this analysis to U.S. government, U.N., national government, and NGO decision makers. These products include regular briefings to senior USAID staff, quarterly Food Security Outlooks, and Food Security Alerts. FEWS NET also provides advisory support to regional and country-specific contingency and response planning efforts as well as in-depth studies related to livelihoods, markets and trade, and nutrition.

In Yemen, the recent conflict that has caused substantial loss of life and displacement has also substantially disrupted trade, local livelihoods, humanitarian assistance and food security monitoring. FEWS NET has been working with a network of informants and using secondary information to monitor the food security situation. However, as the impact of conflict on food security continues to increase, FEWS NET has been assessing different ways to expand on collection of timely, pertinent information in order to assess the food security situation.

In order to increase the quality of information FEWS NET has access to in the region, FEWS NET plans to contract a research firm with experience in Yemen to gather additional, timely information on markets and trade, livelihoods, and food security in Yemen. The results of this analysis will serve as an important input to FEWS NET’s analysis of current and projected acute food security outcomes.

Chemonics will engage the Subcontractor to provide technical feedback on the design of the assessment tools and to collect the requested information through primary, on-the-ground data collection as detailed below in Section II.2, Scope of Work.

II.2.  Scope of Work

The Offeror shall be responsible for the following:

1. Providing technical and logistical support to the development of assessment tools and plans for data collection in the following 10 governorates in Yemen (security permitting): Aden, Al Hudaydah, Ad Dali, Abyan, Ibb, Ta’izz, Al Bayda, Al Mahwit, Sa’dah, Lahij

   Data is desired from both urban and rural areas. Expected information for primary data collection includes the following, though final decisions on indicators will be made once the subcontract is awarded:

   a. Identify levels of staple food stocks (wheat grain, wheat flour, and rice) in the country, and locations of major facilities holding stocks. For each location, please specify:
1. Whether it is at the port, or at another location, such as government storage, markets, etc.

2. Storage capacity.

3. Current stock levels.

b. For each governorate:

   i. Develop a consistent, clearly defined scale and classify each governorate based on the severity of current conflict.

   ii. Provide the price per liter of diesel fuel (official and black market rate). Comment on the availability of fuel at these two prices.

   iii. In governorates with important ports (Al Hudaydah (Hudaydah, Saleef), Aden, Ta’izz (Mokha, if selected), Shabwah (Balhaf, if selected) provide the following:

       1. Are ports operating?

       2. If so, confirm FEWS NET estimates of port activity (e.g., number and type of ships unloading per day) and comment on which commodities are being imported.

       3. Confirm FEWS NET information on the available physical storage capacity for agricultural commodities and fuel (diesel and petrol) at the port.

       4. Confirm FEWS NET information (which will be provided) on the maximum capacity of the port in terms of tonnage of food commodities received per day, and in terms of liters of fuel received per day.

       5. Comment on the destination of imported goods. Are they staying within the governorate or moving to other areas?

   iv. In coastal governorates, identify whether there are smaller or informal ports receiving imports, and if so, estimate quantity and type of commodities imported.

   v. If Sa’dah or Hajjah are selected, identify the estimated quantity and type of commodities being traded with Saudi Arabia, and estimate how this compares with trade flows from June/July 2014. (Currently, information is irregular, or is not readily available to FEWS NET. The Offeror is expected to be able to use their contacts to gather this information. Likely sources for information collection by the Offeror are going to be key informants.)

   vi. Identify the most important wholesale and retail food markets. For each identified market, provide the following:

       1. Identification of key marketing corridors used to supply major retail markets with imported food commodities.

       2. Assessment of these marketing corridors – level of functioning, ease of physical access, and reasons (if any) for reduced access.

       3. Retail staple food prices per local unit of measure (wheat grain, wheat flour, rice) – prices ultimately converted to price per kilogram

       4. Size of current staple food stocks at the trader level (wheat grain, wheat flour, rice). If possible compare size of current stocks to pre-conflict
levels (prior to March 2015)

vii. With guidance from FEWS NET staff, identify the most important livestock market in each governorate. For each identified market, provide the following:

1. Is the livestock market functioning?
2. Are there any restrictions of typical supply routes to the market? If so, where?
3. Size of livestock market (number of heads traded and number of traders in the market) compared to pre-conflict period (prior to March 2015)
4. Price per head of sheep and goat.

viii. Humanitarian assistance provision (provide district-level information where available)

1. Are there large-scale humanitarian assistance programs operating?
2. If so, who is running these programs? What assistance is being provided? And to how many people?
3. What health services and nutrition treatment are available and where? Have there been changes in accessibility and availability of health and nutrition services since last year?
4. Are any of these organizations providing updated information on current nutrition indicators?

ix. Water prices and availability

1. Have typical sources of water for domestic use and consumption been disrupted?
2. What is the cost of water for consumption and for domestic use? How does this compare with a) the previous year in the same month; b) February 2015; and C) the previous month?
3. How does current availability of water for consumption and domestic use compare with pre-conflict levels (February 2015) and with one year ago (June/July 2015 for round 1 of data collection)?
4. If marketing corridors for water differ from those for food in the area, Assess the level of functioning, ease of physical access, and reasons (if any) for reduced access.

x. Remittances, public sector payments, and currency

1. Are normal services for receiving remittances from abroad functioning? If not, are there alternative means of receiving remittances? To what extent are remittance flows disrupted?
2. Are any public sector salaries and/or social payments (Social Welfare Fund, pensions, etc.) occurring? If so, how do they compare to levels prior to March 2015?

xi. Governorate-level agricultural production (from key informants, e.g. government agency staff, NGOs, etc.)

1. How is agricultural production in each governorate expected to compare
to normal for key staple food and cash crops?

2. How do planted area, production, and agricultural labor demand and wage rates compare to pre-2011 and pre-March 2015 levels? (The Offeror will be expected to answer this question using the developed assessment tool in their assessments in each governorate.)

xii. Health services and nutrition information

1. Where are health services/clinics operating in the governorate? Do they have supplies of essential items? Are they providing malnutrition treatment? How does this compare to prior to the conflict (February 2015) and the previous year?

2. Collect current nutrition data from health clinics, if available.

c. Household interviews (20 per governorate, approximately 6 urban and 14 rural)

i. Status of household livelihoods

1. How does current household income compare to normal? To last year at this time?

2. What are the key sources of household income?

3. How have households changed how they earn income vs last year?

4. How have people changed how they access food vs last year?

5. To what extent do households currently rely on income from agricultural labor for food access? How has this changed vs last year?

6. How have agricultural wage rates changed from last year?

7. How much food can households currently access? (Household Hunger Scale, Household Dietary Diversity Score) How does this compare to this time last year?

8. Can households currently access sufficient water for domestic use and consumption? How does current water access compare to last year?

9. How have households changed how they access water vs last year? If water access is reduced, what are the primary constraints (lack of availability, increased price, etc.)?

10. What needs (food and/or non-food), if any, are households foregoing compared to a) 2011 (prior to the political transition) b) last year, and c) prior to escalation of conflict and Saudi-led campaign (February/March 2015)?

2. Developing and proposing a reporting method for reporting data and information after collection. The reporting method should include maps and graphical presentations of information. All information should be geo-referenced using standard FEWS NET place names and lat/long coordinates where appropriate. Photos should be provided if possible.

3. Implementing the primary data and information collection in Yemen based on the assessment tools developed by the Offeror in consultation with FEWS NET. Data and information shall be collected over a four-week period in June/July 2015 (for the first round of data collection). Responses will be collected from key informants, market surveys, health facilities and observations and will be collected by on-the-ground enumerators. Assessments will be completed.
in a minimum of 8 governorates selected from the list referenced above. It is anticipated that assessments will be performed in all 10 governorates, however the Offeror and FEWS NET will determine if security conditions allow for this upon award of subcontract.

4. Compiling and presenting the collected data and information for submission to FEWS NET.

5. The Offeror will be requested to conduct additional rounds of data and information collection per the above scope on a bi-monthly basis through May 2016.

II.3. Deliverables

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below. The FEWS NET team shall review all submitted deliverables and approve them before they are considered completed.

**Deliverable No. 1: Input on FEWS NET Assessment Tools**

This includes a review of and written comments (no more than 5 pages) on the assessment tools developed by FEWS NET with regard to the feasibility of the proposed assessments. The assessment tools will be used to guide data and information collection for part 1 of section II.2. Scope of Work. Final input shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 2: Plan for Presentation/Delivery of Collected Information**

The Offeror shall present FEWS NET with a plan for presentation of collected information and data, in Word format, no more than 5 pages. The Offeror shall submit a draft plan to the FEWS NET team for comment 3 days before the due date. The FEWS NET team will provide comments within 24 hours and the Offeror shall then incorporate comments into the final version. The final plan shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 3: Collection of Data, Consolidation of Information and Data, and Submission of Report**

The Offeror shall collect the data listed in Section II.2 Scope of Work in 10 governorates using the agreed-upon assessment provided by FEWS NET in Deliverable No. 1. The Offeror shall then synthesize information and data collected. Geo-referencing for information on physical security and healthcare access, and market functioning shall be included. Other information and data collected will be presented in a report no longer than 12 pages (in Word format), plus Annexes. Original responses from assessment information, data tools, and key informant contact information shall be included in the Annex. The final report shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 4: Second round of data and information collection**

A second round of data and information collection will be completed in September 2015. Information requested may be adjusted as needed. FEWS NET will inform the Offeror of any adjustments at least two weeks before the second round is set to begin. The Offeror shall synthesize information and data collection from the second round per the requirements outlined in Deliverable No. 3. The final report shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 5: Third round of data and information collection**
A third round of data and information collection will be completed in November 2015. Information requested may be adjusted as needed. FEWS NET will inform the Offeror of any adjustments at least two weeks before the third round is set to begin. The Offeror shall synthesize information and data collection from the third round per the requirements outlined in Deliverable No. 3. The final report shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 6: Fourth round of data and information collection**

A fourth round of data and information collection will be completed in January 2016. Information requested may be adjusted as needed. FEWS NET will inform the Offeror of any adjustments at least two weeks before the fourth round is set to begin. The Offeror shall synthesize information and data collection from the fourth round per the requirements outlined in Deliverable No. 3. The final report shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 7: Fifth round of data and information collection**

A fifth round of data and information collection will be completed in March 2016. Information requested may be adjusted as needed. FEWS NET will inform the Offeror of any adjustments at least two weeks before the fifth round is set to begin. The Offeror shall synthesize information and data collection from the fifth round per the requirements outlined in Deliverable No. 3. The final report shall be submitted to and approved by the FEWS NET team.

**Deliverable No. 8: Sixth round of data and information collection**

A sixth round of data and information collection will be completed in May 2016. Information requested may be adjusted as needed. FEWS NET will inform the Offeror of any adjustments at least two weeks before the sixth round is set to begin. The Offeror shall synthesize information and data collection from the sixth round per the requirements outlined in Deliverable No. 3. The final report shall be submitted to and approved by the FEWS NET team.

II.4. Deliverables Schedule

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

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Name</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Input on FEWS NET Assessment Tools</td>
<td>June 19, 2015</td>
</tr>
<tr>
<td>2</td>
<td>Plan for Presentation/Delivery of Collected Information</td>
<td>June 25, 2015</td>
</tr>
<tr>
<td>3</td>
<td>Collection of Data, Consolidation of Information and Data, and Submission of Report</td>
<td>August 7, 2015</td>
</tr>
<tr>
<td>4</td>
<td>Second Round of Data and Information Collection</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td>5</td>
<td>Third Round of Data and Information Collection</td>
<td>December 8, 2015</td>
</tr>
<tr>
<td>6</td>
<td>Fourth Round of Data and Information Collection</td>
<td>February 5, 2016</td>
</tr>
<tr>
<td>7</td>
<td>Fifth Round of Data and Information Collection</td>
<td>April 8, 2016</td>
</tr>
<tr>
<td>8</td>
<td>Sixth Round of Data and Information Collection</td>
<td>June 8, 2016</td>
</tr>
</tbody>
</table>

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

SECTION A. COVER PAGE

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

For

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

Subcontract number: FEWS-NET-DATA-YEMEN-01
Start Date: XXX
End Date: June 20, 2016
Ceiling Price: XXX

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

ISSUED TO:
XXX
Subcontractor Tax ID Number: XXX
Subcontractor DUNS Number: XXX

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SECTION I. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR)
FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS
UNDER USAID PRIME CONTRACTS 51

Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

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

B.1 SUBCONTRACT PURPOSE

The purpose of this Subcontract is to XXX

B.2 SUBCONTRACT TYPE

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

B.3 PRICING DETAIL

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

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

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

C.1 BACKGROUND AND DETAILED STATEMENT OF WORK

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

C.2 SUBCONTRACTOR’S RESPONSIBILITIES

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

C.3 CHEMONICS INTERNATIONAL’S RESPONSIBILITIES

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

C.4 FURNISHED PROPERTY AND LOWER-TIER SUBCONTRACTING

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

C.5 WORKING RELATIONSHIPS

C.5(a) In carrying out this subcontract, the Subcontractor shall report and receive overall policy guidance from Chemonics related to project activities and field office policies. Any subcontract staff working under this subcontract activity directly in the field office are required to abide by the governing field office policies in effect. The Chemonics Chief of Party will advise the Subcontractor regarding the performance of any subcontract personnel on site. It is understood by both parties that any Subcontractor employees housed in the Chemonics field office remain employees of the Subcontractor and shall not be considered Chemonics employees.

C.5(b) The Subcontractor shall ensure that its employees obey and promote Chemonics’ field office policies and procedures when fulfilling short-term or long-term positions in the field.

C.5(c) In the course of the Subcontractor’s work under this subcontract, their staff and the Subcontractor may receive or have access to business sensitive, propriety or confidential information (“Confidential Information”) which constitutes a valuable corporate asset and is critical to the success and competitive position of Chemonics. The Subcontractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

e. Chemonics authorizes, in writing, for release.
In the event that the Subcontractor or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:

a. Immediately notify Chemonics of the existence, terms and circumstances surrounding such a request, so that is may seek an appropriate protective order and/or waive the Subcontractor’s compliance with the provisions of this clause; and

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

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

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

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

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

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

C.6 TEAM COMPOSITION AND QUALIFICATIONS

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

C.7 LANGUAGE REQUIREMENTS

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

C.8 PERSONNEL COMPENSATION
(b) Limitations

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

(b)(1.) Approvals

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

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

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

(b)(2.) Salaries During Travel

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

(b)(3.) Return of Overseas Employees

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

(b)(4.) Annual Salary Increases

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

(b)(5.) Consultants
No compensation for consultants will be reimbursed unless their use under the subcontract has the advance written approval of Chemonics., and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by Chemonics: (1) the current compensation or the highest rate of annual compensation received by the consultants during any full year of the immediately preceding three years; or (2) the maximum FSN daily rate for host-country nationals, or the USAID CST daily salary rate for expatriate personnel, whichever is less.

(b)(6.) Third Country and Cooperating Country Nationals

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

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

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

C.9 WORK WEEK

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

Overseas Employee. The work week for the Subcontractor’s overseas employee shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this subcontract.

Six Day Work Week: A six day work week for short-term consultants or employees is authorized under this subcontract; however, the Subcontractor may not pay or bill for post differential and/or danger pay for the 6th day. Per USAID policy, the Subcontractor may only invoice for post differential and danger pay based on the employee’s basic compensation as defined by AIDAR 752.7028, a 40-hour standard work week.

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

C.10 LOCAL TRAVEL APPROVALS

The Subcontractor is authorized to travel locally within Yemen in order to carry out the services described in the statement of work. The Subcontractor shall not travel internationally under this Subcontract without the prior written approval of Chemonics.

C.11 EMERGENCY LOCATOR INFORMATION
Per AIDAR 752.7004, the Subcontractor agrees to provide the following information to Chemonics on or before the arrival in the Cooperating Country of every subcontract employee or dependent:

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

**C.12 ORGANIZATIONAL CONFLICTS OF INTEREST**

It is understood and agreed that some of the work performed under this contract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, the Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

**C.13 CHANGES**

C.14(a)  Chemonics may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Subcontract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of performance; and (vi) place of performance.

C.14(b)  If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Subcontract, Chemonics shall make an equitable adjustment in this Subcontract price and/or delivery schedule, and modify this Subcontract accordingly. Changes to the period of performance will be subject to a price adjustment only.

C.14(c)  Subcontractor must request any equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from Chemonics, or the right to any additional compensation is waived. If Subcontractor’s proposed equitable adjustment includes the cost of property made obsolete or excess by the change, Chemonics shall have the right to prescribe the manner of disposition of the property.

C.14(d)  Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Subcontract. However, nothing contained in this “Changes” clause shall excuse Subcontractor from proceeding without delay in the performance of this Subcontract as changed.
SECTION D. PACKAGING AND MARKING

D.1 MARKING

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

D.2 BRANDING POLICY

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

E.1 RESPONSIBLE OFFICIAL AND PLACE OF INSPECTION AND ACCEPTANCE
Chemonics’ inspection and acceptance of services, reports, and other required deliverables shall take place at the project office in Washington, DC or other designated locations. The Chief of Party, or his designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

E.2 INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

E.3. SUBCONTRACTOR PERFORMANCE STANDARDS
(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in a manner consistent with the principles articulated in Chemonics’ Standards of Business Conduct, accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. Chemonics Standards of Business Conduct may be downloaded at www.chemonics.com/OurStory/OurMissionandValues/Standards-of-Business-Conduct<http://www.chemonics.com/OurStory/OurMissionandValues/Standards-of-Business-Conduct>. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor’s employees shall not act as agents or employees of Chemonics.

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

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

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

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

- **Quality and timeliness of work.** Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.

- **Responsiveness to Chemonics’ requests.** Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.
· **Quality of financial management.** Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability, and reasonableness of costs.

· **Quality of subcontract administration.** Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

### E.4. MONITORING AND EVALUATION

Chemonics will carry out monitoring and evaluation efforts on behalf of USAID and will provide the Subcontractor with guidance on the nature of specific monitoring and evaluation requirements. The Subcontractor, as directed by Chemonics, shall cooperate with and facilitate these monitoring and evaluation activities as needed.
SECTION F. DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE
The period of performance for this subcontract is XXX through June 15, 2016. The Subcontractor will not be reimbursed for costs incurred before or after June 15, 2016. In the event that Chemonics’ client modifies Chemonics’ prime contract, Chemonics may, at its discretion, extend or reduce the period of performance of this subcontract.

F.2 KEY PERSONNEL
RESERVED

F.3 DELIVERY SCHEDULE FOR REPORTS
(a) All reports shall be in English. The Subcontractor shall provide one hard copy and one electronic copy for each report, and submit them to Chemonics’ Chief of Party. The Subcontractor shall, however, promptly notify the Chief of Party of any problems, delays, or adverse conditions which materially impair the Subcontractor’s ability to meet the requirements of the subcontract.

F.4. SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO USAID’s DEVELOPMENT EXPERIENCE CLEARINGHOUSE (DEC)
The Subcontractor shall submit to Chemonics for submission to USAID’s Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Subcontractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Subcontract. The following are not to be submitted:
(i) Time-sensitive materials such as newsletters, brochures or bulletins.
(ii) The subcontractor's information that is incidental to subcontract administration, such as financial, administrative, cost or pricing, or management information.
Chemonics shall review the reports and information products from the Subcontractor and shall submit them, as required, in accordance with the DEC website submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted.

F.5 STOP WORK ORDER
(a) The Subcontractor shall stop work for up to ninety (90) days in accordance with any written notice received from Chemonics, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incidence of costs allocable to the work during the period of work stoppage.
(b) Within such period, Chemonics shall either terminate in accordance with the provisions of this Subcontract or continue the work by written notice to the Subcontractor. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.
SECTION G. SUBCONTRACT ADMINISTRATION

G.1 TECHNICAL DIRECTION

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

(b) [Insert name of COP or other authorized project staff member] may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor’s personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Bruce Isaacson other authorized project staff member.

G.2 ASSIGNMENT AND RELEASE OF CLAIMS

Assignment and release of claims. The Subcontractor shall execute and deliver, at the time of and as a condition precedent to final payment under this subcontract, a release discharging Chemonics, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exception:

Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statements by the Subcontractor.

G.3 PRIVITY OF CONTRACT AND COMMUNICATIONS

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

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

(a) matters the Subcontractor is required by law to communicate to the U.S. Government;

(b) an ethics or anti-corruption matter;

(c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or

(d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.
G.4. PAYMENT TERMS

Chemonics will pay the Subcontractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Subcontractor’s deliverables, and b) Chemonics’ receipt of the Subcontractor’s invoice. Payment will be made in US dollars, paid to the account specified below.

Upon the Chief of Party’s acceptance of the contract deliverables described in Sections B. and C., the Subcontractor shall submit an original invoice to FEWS NET III for payment. The invoice shall be sent to fewsnetiqcpmu@chemonics.com and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in US dollars, per Section B.3; and d) payment information corresponding to the authorized account listed below.

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

Account name: INSERT Account name provided by Subcontractor

Bank name: INSERT Subcontractor’s bank name

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

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

G.5. SET OFF CLAUSE

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

H.1 AUTHORIZED GEOGRAPHIC CODE AND SOURCE AND NATIONALITY REQUIREMENTS

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

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

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

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

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

1. Agricultural commodities,
2. Motor vehicles,
3. Pharmaceuticals and contraceptive items
4. Pesticides,
5. Fertilizer,
6. Used equipment, or
7. U.S. government-owned excess property.

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

H.2 PREFERENCE FOR U.S. FLAG AIR CARRIERS
The Subcontractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with FAR 52.247-63:

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

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

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

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

**STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS**

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

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

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

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

(a) Except as authorized by the Department of Treasury’s Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC’s implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at [http://www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at [http://www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

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

**H.4 INSURANCE REQUIREMENTS**
(a) FAR 52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

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

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

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

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

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

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

(b)(4) USAID’s DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker’s Compensation Insurance (Defense Base Act)" (AIDAR 752.228-03), the Subcontractor shall obtain DBA coverage from USAID’s current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

Pursuant to the clause of this subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US$10,000/US$20,000 for injury to persons and US$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this subcontract.
(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

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

(2) Exceptions:

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

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

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

**H.5 CONFIDENTIALITY**

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

**H.6 INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

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

(1) Subcontractor’s name.

(1) Contract name with phone, fax, and e-mail address.

(3) Subcontract number.

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at US$500 or more financed with U.S. foreign assistance funds under this Subcontract during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by a foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the Subcontractor during the period in (iv), regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the subcontractor through October 31 and, for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(7) The final report is an updated cumulative report of the interim report.
(8) Reports are required even if the Subcontractor did not pay any taxes during the report period.

(9) Cumulative reports may be provided if the Subcontractor is implementing more than one program in a foreign country.

(c) **Definitions.** For purposes of this clause:

(i) “Subcontract” means this subcontract.

(ii) “Commodity” means any material, article, supply, goods, or equipment.

(iii) “Foreign government” includes any foreign governmental entity.

(iv) “Foreign taxes” means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) **Where.** Submit reports to:

Chemonics Technical Officer  
Bruce Isaacson  
FEWS NET III Chief of Party  
Chemonics International  
1717 H St. NW  
Washington, DC 20006

(e) **Lower-tier subcontracts.** Should Chemonics approve lower-tier subcontracts under this subcontract, the Subcontractor must include this reporting requirement in all lower-tier subcontracts.

(f) For further information see [http://www.state.gov/s/d/rm/c10443.htm](http://www.state.gov/s/d/rm/c10443.htm).

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

RESERVED

**H.9 ASSIGNMENT AND DELEGATION**

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

**H.10 DISPUTES**

(a) **Disputes Based on Client Actions.**

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

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

(b) **Other Disputes.** All disputes not covered under subparagraph (a) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys’ and experts’ fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(c) **Duty to Continue to Perform.** Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

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

**H.11 INDEMNITY**

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

**H.12 TERMINATION**

(a) Chemonics may terminate performance of work under this Subcontract in whole or, from time to time, in part, if (1) the Senior Vice President, Risk Management Division, or designee determines that a termination is in Chemonics’ interest; or (2) The Subcontractor defaults in performing this Subcontract and fails to cure the default within 10 days (unless extended by Senior Vice President, Risk Management Division, or designee after receiving a notice specifying the default. “Default” includes failure to make progress in the work so as to endanger performance.

(b) The Senior Vice President, Risk Management Division or his designee, shall terminate by delivering a Notice of Termination to the Subcontractor specifying whether termination is for default of the Subcontractor or for convenience of Chemonics, the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor’s failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the Excusable Delays clause, the
rights and obligations of the parties will be the same as if the termination was for the convenience of Chemonics.

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

1. Stop work as specified in the notice.

2. Place no further lower tier subcontracts or orders (referred to as lower tier subcontracts in this clause), except as necessary to complete the continued portion of the Subcontract.

3. Terminate all lower tier subcontracts to the extent they relate to the work terminated.

4. Assign to Chemonics, as directed by Senior Vice President, Risk Management Division, or designee, all right, title, and interest of the Subcontractor under the lower tier subcontracts terminated, in which case Chemonics shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

5. With approval or ratification to the extent required by Senior Vice President, Risk Management Division, or designee, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower tier subcontracts, the cost of which will be reimbursable in whole or in part under this subcontract; approval or ratification will be final for purposes of this clause.

6. Transfer title (if not already transferred) and, as directed by Senior Vice President, Risk Management Division, or designee, deliver the following to Chemonics:

   i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; ii. The completed or partially completed plans, drawings, information, and other property that, if the subcontract had been completed, would be required to be furnished to Chemonics; and iii. The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this subcontract, the cost of which the Subcontractor has been or will be reimbursed under this subcontract.

7. Complete performance of the work not terminated.

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

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

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

e) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

(2) The amount finally determined on an appeal.

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

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

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

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

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

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

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

H.13 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

H.14 USAID DISABILITY POLICY

[Required by USAID Disability Policy — AAPD 0417]

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

http://www.usaid.gov/about/disability/DISABPOL_FIN.html

(b) USAID therefore requires that Chemonics and in turn its subcontractors not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this subcontract. To that end and within the scope of the subcontract, the Subcontractor’s actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.
H.15 COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS

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

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

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

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

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

H.16 COMPLIANCE WITH U.S. EXPORT LAWS

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

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

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

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

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

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

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

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

(b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or

(c) the Subcontractor is identified on the U.S. Government’s Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

**H.19 SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS**

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

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

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

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

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

(a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its subcontract awards to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at [http://www.USASpending.gov](http://www.USASpending.gov).

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

Within 10 days of the initial subcontract award, the Subcontractor shall report its identifying data (including the information required by FAR 52.204-10, if applicable) by obtaining a DUNS number and registering in the Central Contractor Registry (CCR). The Subcontractor shall keep current its registration in the CCR, including reporting of executive compensation data, as applicable.

(c) Impracticality of Registration.

If obtaining a DUNS number and registering in the CCR are impractical for the Subcontractor, the Subcontractor shall submit to Chemonics within 10 days of the initial subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration was deemed impractical.

(d) Remedy.

Failure to promptly provide accurate, up-to-date information as required under this section may constitute a material breach of the contract and cause for withholding payment to the Subcontractor until the required information has been supplied to the CCR or to Chemonics.

**H.22 MISCELLANEOUS**
(a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

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

(c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.

(e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party’s right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.

(g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
I.1 INCORPORATION OF FAR AND AIDAR CLAUSES

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

I.2 GOVERNMENT SUBCONTRACT

(a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.

2. "Contract" means this Subcontract.

3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's 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.


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

I.3 NOTES

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

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.

2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

3. Insert "and Chemonics" after "Government" throughout this clause.

4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.

6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.

7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.

8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

I.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

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

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

The following FAR clauses apply to this Contract:

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS</td>
<td>NOV 2013</td>
<td>All subcontracts regardless of value</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES</td>
<td>APR 1984</td>
<td>All subcontracts regardless of value (Note 4 applies)</td>
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<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
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<td>All subcontracts regardless of value (Note 1 applies)</td>
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<tr>
<td>52.203-6</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP 2006</td>
<td>Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)</td>
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<td>52.203-7</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY 2014</td>
<td>All subcontracts regardless of value</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Date</td>
<td>Conditions</td>
</tr>
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<tr>
<td>52.203-8</td>
<td>CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-10</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
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<tr>
<td>52.203-11</td>
<td>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>SEP 2007</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
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<tr>
<td>52.203-12</td>
<td>LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT 2010</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
</tr>
<tr>
<td>52.203-13</td>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</td>
<td>APR 2010</td>
<td>All subcontracts &gt; $5,000,000 with a period of performance of 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.</td>
</tr>
<tr>
<td>52.203-14</td>
<td>DISPLAY OF HOTLINE POSTER(S)</td>
<td>DEC 2007</td>
<td>All Subcontracts &gt; $5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>SEP 2013</td>
<td>All Subcontracts equal to or greater than $150,000</td>
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<tr>
<td>52.204-06</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</td>
<td>JUL 2013</td>
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<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)</td>
<td>JUL 2013</td>
<td>If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required</td>
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<tr>
<td>Regulation</td>
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<tr>
<td>52.209-2</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>AUG 2013</td>
<td>All Subcontracts &gt; $30,000. (Note 2 applies)</td>
</tr>
<tr>
<td>52.209-10</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.215-2</td>
<td>AUDITS AND RECORDS - NEGOTIATION</td>
<td>OCT 2010</td>
<td>All Subcontracts &gt; $150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)</td>
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<tr>
<td>52.215-10</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG 2011</td>
<td>Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph (c)(1). “Government” means ”Chemonics” in paragraph (d)(1).)</td>
</tr>
<tr>
<td>52.215-11</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS</td>
<td>AUG 2011</td>
<td>Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.215-12</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Date</td>
<td>Notes</td>
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<tr>
<td>52.215-13</td>
<td>Subcontractor Certified Cost or Pricing Data—Modifications</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
</tr>
<tr>
<td>52.215-14</td>
<td>Integrity of Unit Prices</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $150,000. Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions</td>
<td>OCT 2010</td>
<td>Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-16</td>
<td>Facilities Capital Cost of Money</td>
<td>JUN 2003</td>
<td>Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.</td>
</tr>
<tr>
<td>52.215-17</td>
<td>Waiver of Facilities Capital Cost of Money</td>
<td>OCT 1997</td>
<td>Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions</td>
<td>JUL 2005</td>
<td>Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-19</td>
<td>Notification of Ownership Changes</td>
<td>OCT 1997</td>
<td>Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data.</td>
<td>OCT 2010</td>
<td>(Note 2 applies.)</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data - Modifications</td>
<td>OCT 2010</td>
<td>(Note 2 applies)</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Details</td>
</tr>
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</tr>
<tr>
<td>52.215-23</td>
<td>LIMITATION ON PASS-THROUGH CHARGES</td>
<td>OCT 2009</td>
<td>Applies for cost-reimbursement subcontracts &gt; $150,000. (Notes 1, 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT</td>
<td>JUN 2013</td>
<td>Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time &amp; Materials (T&amp;M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with &quot;the 30th&quot; unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) &quot;six years&quot; is changed to &quot;5 years.&quot; The references to government entities in paragraph (d) are unchanged.)</td>
</tr>
<tr>
<td>52.216-8</td>
<td>FIXED FEE</td>
<td>JUN 2011</td>
<td>Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.216-10</td>
<td>INCENTIVE FEE</td>
<td>JUN 2011</td>
<td>Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where &quot;Government&quot; is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)</td>
</tr>
<tr>
<td>52.216-11</td>
<td>COST CONTRACT - NO FEE</td>
<td>APR 1984</td>
<td>Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
</tbody>
</table>

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FO.LPRT.FT.002
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Date</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.216-18</td>
<td>ORDERING</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>52.216-19</td>
<td>ORDER LIMITATIONS</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>52.216-22</td>
<td>INDEFINITE QUANTITY</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>52.217-8</td>
<td>OPTION TO EXTEND SERVICES</td>
<td>NOV 1999</td>
<td>Insert “30 days” as the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.217-9</td>
<td>OPTION TO EXTEND THE TERM OF THE CONTRACT</td>
<td>MAR 2000</td>
<td>Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.219-8</td>
<td>UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>JUL 2013</td>
<td>Applies to all Subcontracts &gt; $150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.219-9</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN</td>
<td>JUL 2013</td>
<td>Applies if this Subcontract &gt; $650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause does not apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-2</td>
<td>PAYMENT FOR OVERTIME PREMIUMS</td>
<td>JUL 1990</td>
<td>Applicable to Cost Reimbursement Subcontracts &gt; $150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Details</td>
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<tr>
<td>52.222-3</td>
<td>CONVICT LABOR</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts &gt;$3,000 involving some or all performance in the U.S.</td>
</tr>
<tr>
<td>52.222-21</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>FEB 1999</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-22</td>
<td>PREVIOUS CONTRACTS AND COMPLIANCE REPORT</td>
<td>FEB 1999</td>
<td>Applies of clause 52.222-26 applies.</td>
</tr>
<tr>
<td>52.222-26</td>
<td>EQUAL OPPORTUNITY</td>
<td>MAR 2007</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-29</td>
<td>NOTIFICATION OF VISA DENIAL</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts regardless of type or value.</td>
</tr>
<tr>
<td>52.222-35</td>
<td>EQUAL OPPORTUNITY FOR VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-36</td>
<td>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</td>
<td>OCT 2010</td>
<td>Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-37</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-40</td>
<td>NOTIFICATION OF EMPLOYEE</td>
<td>DEC 2010</td>
<td>Applies to Subcontracts &gt; $10,000.</td>
</tr>
<tr>
<td><strong>52.222-50</strong></td>
<td>RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT</td>
<td><strong>Does not</strong> apply to Subcontracts performed entirely outside the U.S.</td>
<td><strong>Does not</strong> apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
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<tr>
<td><strong>52.222-50</strong></td>
<td>COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)</td>
<td><strong>MAR 2015</strong></td>
<td>Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)</td>
</tr>
<tr>
<td><strong>52.222-54</strong></td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td><strong>AUG 2013</strong></td>
<td>Applies to Subcontracts &gt; $3,000 except for a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance &lt; 120 days. (Note 8 applies.)</td>
</tr>
<tr>
<td><strong>52.223-6</strong></td>
<td>DRUG-FREE WORKPLACE</td>
<td><strong>MAY 2001</strong></td>
<td>Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)</td>
</tr>
<tr>
<td><strong>52.223-18</strong></td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</td>
<td><strong>AUG 2011</strong></td>
<td>Applies if this Subcontract &gt; $3,000. (Note 8 applies.)</td>
</tr>
<tr>
<td><strong>52.225-1</strong></td>
<td>BUY AMERICAN ACT -- SUPPLIES</td>
<td><strong>FEB 2009</strong></td>
<td>Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)</td>
</tr>
<tr>
<td><strong>52.225-13</strong></td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td><strong>JUN 2008</strong></td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td><strong>52.225-14</strong></td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</td>
<td><strong>FEB 2000</strong></td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
<td>Description</td>
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</tr>
<tr>
<td>52.227-1</td>
<td>Authorization and Consent</td>
<td>DEC 2007</td>
<td>Applies if the Subcontract &gt;$150,000. (Notes 4 and 7 apply.)</td>
</tr>
<tr>
<td>52.227-2</td>
<td>Notice and Assistance Regarding Patent and Copyright Infringement</td>
<td>DEC 2007</td>
<td>Applies if this Subcontract &gt;$150,000. (Notes 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.227-9</td>
<td>Refund of Royalties</td>
<td>APR 1984</td>
<td>Applies if this Subcontract includes royalties</td>
</tr>
<tr>
<td>52.227-14</td>
<td>Rights in Data - General</td>
<td>DEC 2007</td>
<td>Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Worker’s Compensation Insurance (Defense Base Act)</td>
<td>JUL 2014</td>
<td>Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Worker’s Compensation and War-Hazard Insurance Overseas</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.</td>
</tr>
<tr>
<td>52.228-7</td>
<td>Insurance—Liability to Third Persons</td>
<td>MAR 1996</td>
<td>Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)</td>
</tr>
<tr>
<td>52.228-9</td>
<td>Cargo Insurance</td>
<td>MAY 1999</td>
<td>Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>Taxes – Foreign Fixed Price Contracts</td>
<td>JUN 2003</td>
<td>Applies to Fixed Price Subcontracts of any value.</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Applicability</td>
</tr>
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</tr>
<tr>
<td>52.229-8</td>
<td>TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS</td>
<td>MAR 1990</td>
<td>Applicable to Cost Reimbursement and T&amp;M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.</td>
</tr>
<tr>
<td>52.230-2</td>
<td>COST ACCOUNTING STANDARDS</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract that full CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>52.230-3</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract that modified CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>52.230-4</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.</td>
</tr>
<tr>
<td>52.230-5</td>
<td>COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS</td>
<td>MAY 2012</td>
<td>&quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.</td>
</tr>
<tr>
<td>52.230-6</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN 2010</td>
<td>Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.</td>
</tr>
<tr>
<td>52.232-20</td>
<td>LIMITATION OF COST</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is a fully funded Cost Reimbursement or T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.232-22</td>
<td>LIMITATION OF FUNDS</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is an incrementally funded Cost.</td>
</tr>
<tr>
<td>Clause</td>
<td>Text</td>
<td>Date</td>
<td>Notes</td>
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<tr>
<td><strong>52.232-40</strong></td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
<td>DEC 2013</td>
<td>Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)</td>
</tr>
<tr>
<td><strong>52.233-3</strong></td>
<td>PROTEST AFTER AWARD</td>
<td>AUG 1996</td>
<td>&quot;30 days&quot; means &quot;20 days&quot; in paragraph (b)(2). Note 1 applies except the first time &quot;Government&quot; appears in paragraph (f). In paragraph (f) add after &quot;33.104(h) (1)&quot; the following: &quot;and recovers those costs from Chemonics&quot;.</td>
</tr>
<tr>
<td><strong>52.237-8</strong></td>
<td>RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS</td>
<td>AUG 2003</td>
<td>Applies to Subcontracts—regardless of type and value—that include provision of host country national personnel.</td>
</tr>
<tr>
<td><strong>52.237-9</strong></td>
<td>INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS</td>
<td>MAY 2014</td>
<td>Applies to Subcontracts—regardless of type and value—that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.</td>
</tr>
<tr>
<td><strong>52.242-1</strong></td>
<td>NOTICE OF INTENT TO DISALLOW COSTS</td>
<td>APR 1984</td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders of any value.</td>
</tr>
<tr>
<td><strong>52.242-3</strong></td>
<td>PENALTIES FOR UNALLOWABLE COSTS</td>
<td>MAY 2014</td>
<td>Applies to all subcontracts &gt; $700,000, regardless of subcontract type.</td>
</tr>
<tr>
<td><strong>52.242-4</strong></td>
<td>CERTIFICATION OF FINAL INDIRECT COSTS</td>
<td></td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Notes and Applicability</td>
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<tr>
<td>52.242-13</td>
<td>BANKRUPTCY</td>
<td>JUL 1995</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.242-15</td>
<td>STOP-WORK ORDER</td>
<td>AUG 1989</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.243-1</td>
<td>CHANGES-FIXED PRICE (Alt III)</td>
<td>AUG 1987</td>
<td>Applies to Fixed Price Subcontracts of any value.</td>
</tr>
<tr>
<td>52.243-2</td>
<td>CHANGES - COST REIMBURSEMENT</td>
<td>AUG 1987</td>
<td>Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.</td>
</tr>
<tr>
<td>52.243-3</td>
<td>CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR</td>
<td>SEP 2000</td>
<td>Notes 1 and 2 apply. Applies if this is a T&amp;M Subcontract or Task Order.</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>DEC 2013</td>
<td>Applies to Subcontracts for commercial items only.</td>
</tr>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY (APR 2012) (ALT I)</td>
<td>APR 2012</td>
<td>&quot;Contracting Officer&quot; means &quot;Chemonics&quot; except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. &quot;Government&quot; is unchanged in the phrases &quot;Government property&quot; and &quot;Government furnished property&quot; and where elsewhere used except in paragraph (d)(1) where it means &quot;Chemonics&quot; and except in paragraphs (d)(2) and (g) where the term includes Chemonics.</td>
</tr>
<tr>
<td>52.246-3</td>
<td>INSPECTION OF SUPPLIES - COST REIMBURSEMENT</td>
<td>MAY 2001</td>
<td>Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e),</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Applicable Conditions</td>
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</tr>
<tr>
<td>52.246-5</td>
<td>Inspection of Services—Cost Reimbursement</td>
<td>MAY 2001</td>
<td>Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)</td>
</tr>
<tr>
<td>52.246-6</td>
<td>Inspection—Time-And-Material And Labor-Hour</td>
<td>MAY 2001</td>
<td>Applies to T&amp;M Subcontracts and Task Orders of any value. In paragraphs (b),(c),(d), Note 3 applies; in paragraphs (e),(f),(g),(h), Note 1 applies.)</td>
</tr>
<tr>
<td>52.246-25</td>
<td>Limitation of Liability - Services</td>
<td>FEB 1997</td>
<td>Applies to Subcontracts for $150,000 or more.</td>
</tr>
<tr>
<td>52.247-63</td>
<td>Preference for U.S.-Flag Air Carriers</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts that include international air travel.</td>
</tr>
<tr>
<td>52.247-64</td>
<td>Preference for Privately Owned U.S. Flag Commercial Vessels</td>
<td>FEB 2006</td>
<td>Applies for Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.247-67</td>
<td>Submission of Transportation Documents for Audit</td>
<td>FEB 2006</td>
<td>Applies to Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.249-1</td>
<td>Termination For Convenience of the Government (Fixed-Price) (Short Form)</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
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</tr>
<tr>
<td>52.249-6</td>
<td>TERMINATION (COST-REIMBURSEMENT)</td>
<td>MAY 2004</td>
<td>Notes 1 and 2 apply. Substitute &quot;90 days&quot; for &quot;120 days&quot; and &quot;90-day&quot; for &quot;120-day&quot; in paragraph (d). Substitute &quot;180 days&quot; for &quot;1 year&quot; in paragraph (f). In paragraph (j) &quot;right of appeal&quot;, &quot;timely appeal&quot; and &quot;on an appeal&quot; shall mean the right to proceed under the &quot;Disputes&quot; clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.</td>
</tr>
<tr>
<td>52.249-8</td>
<td>DEFAULT FIXED PRICE SUPPLY &amp; SERVICE</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>52.249-14</td>
<td>EXCUSABLE DELAYS</td>
<td>APR 1984</td>
<td>(Note 2 applies; Note 1 applies to (c). In (a)(2) delete &quot;or contractual&quot;.)</td>
</tr>
</tbody>
</table>

**PROVISIONS OF THE AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS (AIDAR) INCORPORATED BY REFERENCE**

The following AIDAR clauses apply to this Contract:

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>752.202-1</td>
<td>DEFINITIONS (ALT 70 AND ALT 72)</td>
<td>JAN 1990</td>
<td>Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”.</td>
</tr>
<tr>
<td>752.211-70</td>
<td>LANGUAGE AND MEASUREMENT</td>
<td>JUN 1992</td>
<td>Applies to all Subcontracts, regardless of type or value</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Details</td>
</tr>
<tr>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.225-70</td>
<td>SOURCE AND NATIONALITY REQUIREMENTS</td>
<td>FEB 2012</td>
<td>Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)</td>
</tr>
<tr>
<td>752.227-14</td>
<td>RIGHTS IN DATA – GENERAL</td>
<td>OCT 2007</td>
<td>Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.</td>
</tr>
<tr>
<td>752.228-3</td>
<td>WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td></td>
<td>The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.</td>
</tr>
<tr>
<td>752.228-7</td>
<td>INSURANCE – LIABILITY TO THIRD PERSONS</td>
<td></td>
<td>The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)</td>
</tr>
<tr>
<td>752.228-9</td>
<td>CARGO INSURANCE</td>
<td></td>
<td>The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.</td>
</tr>
<tr>
<td>752.228-70</td>
<td>MEDICAL EVACUATION (MEDEVAC) SERVICES</td>
<td>JUL 2007</td>
<td>Applies to all Subcontracts requiring performance outside the U.S.</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Applies to</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.231-71</td>
<td>SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)</td>
<td>OCT 1998</td>
<td>Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)</td>
</tr>
<tr>
<td>752.245-71</td>
<td>TITLE TO AND CARE OF PROPERTY</td>
<td>APR 1984</td>
<td>Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)</td>
</tr>
<tr>
<td>752.247-70</td>
<td>PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS</td>
<td>OCT 1996</td>
<td>(Note 5 applies)</td>
</tr>
<tr>
<td>752.7001</td>
<td>BIOGRAPHICAL DATA</td>
<td>JUL 1997</td>
<td>Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&amp;M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)</td>
</tr>
<tr>
<td>752.7002</td>
<td>TRAVEL AND TRANSPORTATION</td>
<td>JAN 1990</td>
<td>Applies to all Cost Reimbursement and T&amp;M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7004</td>
<td>EMERGENCY LOCATOR INFORMATION</td>
<td>JUL 1997</td>
<td>Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7005</td>
<td>SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS</td>
<td>SEP 2013</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Date</td>
<td>Applies to</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>752.7007</td>
<td>PERSONNEL COMPENSATION</td>
<td>JUL 2007</td>
<td>all Cost Reimbursement Subcontracts and Task Orders and T&amp;M Subcontracts and Task Orders with a multiplier, regardless of value.</td>
</tr>
<tr>
<td>752.7008</td>
<td>USE OF GOVERNMENT FACILITIES OR PERSONNEL</td>
<td>APR 1984</td>
<td>all Subcontracts regardless of value or type. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7009</td>
<td>MARKING</td>
<td>JAN 1993</td>
<td>all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7010</td>
<td>CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY</td>
<td>APR 1984</td>
<td>all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7011</td>
<td>ORIENTATION AND LANGUAGE TRAINING</td>
<td>APR 1984</td>
<td>Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7012</td>
<td>PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT</td>
<td>AUG 1995</td>
<td>any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7014</td>
<td>NOTICE OF CHANGES IN TRAVEL REGULATIONS</td>
<td>JAN 1990</td>
<td>Cost Reimbursement and T&amp;M Subcontracts of any value involving work outside the U.S. (Note 2 applies)</td>
</tr>
<tr>
<td>752.7025</td>
<td>APPROVALS</td>
<td>APR 1984</td>
<td>all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Description</td>
<td>Date</td>
<td>Details</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------------------------------</td>
<td>--------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.7027</td>
<td>PERSONNEL</td>
<td>DEC 1990</td>
<td>Applies to all Cost Reimbursement and T&amp;M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&amp;M contracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7028</td>
<td>DIFFERENTIALS AND ALLOWANCES</td>
<td>JUL 1996</td>
<td>This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor’s records which are required to be preserved and made available by the “Examination of Records by the Comptroller General” and “Audit” clauses of this contract.) (Note 5 applies)</td>
</tr>
<tr>
<td>752.7029</td>
<td>POST PRIVILEGES</td>
<td>JUL 1993</td>
<td>For use in all non-commercial subcontracts involving performance overseas.</td>
</tr>
<tr>
<td>752.7031</td>
<td>LEAVE AND HOLIDAYS</td>
<td>OCT 1989</td>
<td>For use in all cost-reimbursement and T&amp;M subcontracts for technical or professional services. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7032</td>
<td>INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS</td>
<td>APR 2014</td>
<td>Applies to all subcontracts requiring international travel. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7033</td>
<td>PHYSICAL FITNESS (JULY 1997)</td>
<td>JUL 1997, PARTIALLY REVISED AUG 2014</td>
<td>Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7034</td>
<td>ACKNOWLEDGMENT AND DISCLAIMER</td>
<td>DEC 1991</td>
<td>Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7101</td>
<td>VOLUNTARY POPULATION PLANNING ACTIVITIES</td>
<td>JUN 2008</td>
<td>If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name.</td>
</tr>
</tbody>
</table>
Annex 1  Cover Letter

[Offeror: Insert date]

Andrew Bourret
Associate
FEWS NET III
Chemonics International Inc.
1717 H St. NW
Washington, DC  20006

Reference: Request for Proposals FEWS-NET-DATA-YEMEN-01

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

Dear Mr. Bourret:

[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: _____________________________

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 60 calendar days after the proposal deadline.

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

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]

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

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

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

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

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

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

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

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

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

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

**BUDGET**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Frequency</th>
<th>Unit</th>
<th>Cost per unit</th>
<th>Total</th>
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<td>Annual Report</td>
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<td>Rp</td>
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<td></td>
<td>Leaflet</td>
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<td>4</td>
<td>court</td>
<td>Rp</td>
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<td>Rp 877,100</td>
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</tbody>
</table>
Annex 3  Required Certifications

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

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

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
   (i) Those prices;
   (ii) The intention to submit an offer; or
   (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____________________ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];

   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

___________________________________
(Applicant)
52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

As prescribed in 3.808, insert the following provision:

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

_________________________(hereinafter called the "offeror")

(Name of Offeror)

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

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

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

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made. Page 2 of 4

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

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

BY (Signature) ________________ TITLE ____________________

TYPED NAME ________________ DATE ____________________
52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. As prescribed in 9.409(a), insert the following provision:

Certification Regarding Responsibility Matters (Apr 2010)

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

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

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

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

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

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

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

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

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

(2) Examples.

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

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The
taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLEASE SIGN AND RETURN

Company Name___________________________

Signature _______________________________  Printed Name _____________________________

Title ________________________________  Date _____________________________
EVIDENCE OF RESPONSIBILITY

1. Authorized Negotiators

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

List Names of Authorized Signatories

These individuals can be reached at Company Name office:

Address
Telephone/Fax
Email address

2. Adequate Financial Resources

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

3. Ability to Comply

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

4. Record of Performance, Integrity, and Business Ethics

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

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

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

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

7. Eligibility to Receive Award

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

8. Commodity Procurement

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

9. Cognizant Auditor

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

10. Acceptability of Contract Terms

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

11. Recovery of Vacation, Holiday and Sick Pay

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

12. Organization of Firm

(Instructions: Subcontractor should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)
KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.

2. I am not and have not been an illicit trafficker in any such drug or controlled substance.

3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: ________________________________ Date: _____

Name:
Title/Position:
Organization:
Address:
Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
Subcontractor Size Self-Certification Form

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

Company Name: Full legal name
Address: Street address
City, State, Zip: City, State Zip
DUNS Number: [enter the Data Universal Numbering System (DUNS) here. As of June, 2014, all subcontractors must have a DUNS as a pre-condition to receiving a subcontract with Chemonics]
Contact Person: Name, Title
Contact Phone Number: (555) 555-5555

Type of Entity
If you have difficulty ascertaining the business size status, please refer to SBA’s website (www.sba.gov/size) or contact your local SBA office.

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

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

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

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

______________________________
Signature and Title (required)

______________________________
Date

********************CHEMONICS_ INTERNAL USE ONLY***********************
HUBZone Status has been verified in the System for Award Management database or Dynamic Small Business Database Search, as of ___/___/___ conducted by: ________________________________.