

**REQUEST FOR PROPOSALS (RFP) TEMPLATE**

Request for Proposals

RFP # BiH Turizam-HO-002

For the provision of

Visitor Management and Community Engagement Plans

Contracting Entity:

Chemonics International Inc.

Funded by:

United States Agency for International Development (USAID)

Funded under:

Developing Sustainable Tourism in Bosnia and Herzegovina

Prime Contract Number 72016820C00004

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

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

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

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

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

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

Please contact BiH Turizam PMU (bosniatourismpmu@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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**List of Acronyms**

AIDAR Agency for International Development (USAID) Acquisition RegulationCFR Code of Federal Regulations

CO USAID Contracting Officer

COP Chief of Party

COR USAID Contracting Officer’s Representative

CV Curriculum Vitae

DBA Defense Base Act

DUNS Data Universal Numbering System

FAR Federal Acquisition Regulations

MEDEVAC Medical Evacuation

POC Point of Contact

RFP Request for Proposals

SAM System for Award Management

SOW Scope of work

U.S. United States

USAID U.S. Agency for International Development

USAID/BiH USAID Mission in Bosnia and Herzegovina

USG U.S. Government

VAT Value Added Tax

**Section I. Instructions to Offerors**

* 1. **Introduction**

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam), under contract number 72016820C00004 is soliciting offers from companies and organizations to submit proposals to work with Turizam to develop an enhanced Visitor Management and Community Engagement Plansfor Una National and a second park.

USAID’s Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam) will fuel broad-based tourism-driven economic growth and promote social harmony by capitalizing on its rich cultural heritage and distinctive nature. It will support the Bosnia and Herzegovina (BiH) tourism industry to recover from the negative impacts of the COVID-19 pandemic and set it on a robust growth trajectory toward a sustainable tourism economy. The Activity aims to achieve the following objectives:

* Objective 1: An enabling environment with the harmonized policies and regulations necessary for noticeable growth in the tourism sector established.
* Objective 2: Tourism quality, services, and branding strengthened resulting in an improved BiH tourism industry.
* Objective 3: Tourism service-providers, agriculture, and other tourism-related SMEs gain improved access to finance resulting in a substantial increase in investment.
* Objective 4: Tourism and local agriculture products gain increased access to regional and global markets.

The RFP will support Objective 1 and Sub-Objective 1.2: protect the environment, conserve nature, and promote sustainability. Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, whichwill 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.

* 1. **Chronological List of Proposal Events**

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

RFP announcement 01/07/22

RFP published 01/07/22

Deadline for written questions 01/14/22

Proposal conference pre-registration deadline 01/14/22

Answers provided to questions/clarifications 01/26/22

Proposal conference 01/26/22

Proposal due date 02/04/22

Subcontract award (estimated) 02/25/22

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

**Proposal Conference.** An optional proposal conference will be held via Zoom on January 26, 2022 to provide interested offerors an opportunity to learn more about USAID Turizam and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by January 14, 2022 to Imano Panjeta, Grants and Procurement Manager, at ipanjeta@turizambih.ba.

Written notes from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference in person.

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to Imano Panjeta (ipanjeta@turizambih.ba) no later than 5:00PM EST January 14, 2022. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

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

**Oral Presentations.** Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors’ proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the Turizam office within 2 days of receiving notification.

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

* 1. **Offer Submission Requirements**

Offerors shall submit their offers electronically only.

Emailed offers must be received be received no later than 3:00 PM EST on February 4, 2022 at the following address:

Imano Panjeta

Grants and Procurement Manager

ipanjeta@turizambih.ba

Faxed offers will not be considered.

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

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

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

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

Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

* 1. **Eligibility Requirements**

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

Chemonics anticipates issuing a subcontract to an international company 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.

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

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

1. 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.
2. 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.
3. Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

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

* 1. **Source of Funding, Authorized Geographic Code, and Source and Origin**

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

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

The cooperating country for this RFP is Bosnia and Herzegovina.

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

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

* 1. **Validity Period**

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

* 1. **Instructions for the Preparation of the Proposal**

Cover Letter

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

Technical Proposal

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

* Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 6 and 8 pages.
* Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 3 and 4 pages long. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

Visitor Management Plan Lead

* Minimum of 5 years in developing and managing tourism and training institutions/projects
* Master’s degree in development economy, marketing, protected area/sustainable tourism management preferred
* Five years of experience in sustainable and eco-tourism development within or connected to protected areas
* Previous experience in multiple countries developing tourism with a focus on protected areas and sustainable tourism development (Similar work experience at both the community and national level preferred)
* Experience in research and analytical work in sustainable tourism development in protected areas
* Strong communication and presentation skills
* Language skills in Bosnian/Croatian/Serbian and English required

Community Engagement Plan Lead

* Minimum of 5 years in developing and managing tourism and training institutions/projects
* Master’s degree in development economy, marketing, protected area/sustainable tourism management preferred
* Five years of experience in sustainable and eco-tourism development within or connected to protected areas
* Previous experience in multiple countries developing tourism with a focus on protected areas and sustainable tourism development (Similar work experience at both the community and national level preferred)
* Experience in research and analytical work in sustainable tourism development in protected areas
* Strong communication and presentation skills
* Language skills in Bosnian/Croatian/Serbian and English required
* Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 4 and 5 pages long.

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 3 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.

Cost Proposal

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

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

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria** | **Evaluation Sub-criteria** | **Maximum Points** |
| Technical Approach, Methodology, and Detailed Work Plan |  |
|  | Technical know-how – Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the project as stated in the Scope of Work | 15 points |
|  | Approach and Methodology – Chemonics will assess whether the proposed program approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently? | 30 points |
|  | Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror’s knowledge related to technical sectors required by the SOW?  | 15 points |
| **Total Points – Technical Approach** | 60 points |
|  |
| Management, Key Personnel, and Staffing Plan |  |
|  | Personnel Qualifications – Chemonics will evaluate the curriculum vitaes (CVs) of the proposed team members and evaluate if the offer has the experience and capabilities carry out the Scope of Work? | 15 points |
| **Total Points – Management** | 15 points |
|  |
| Corporate Capabilities, Experience, and Past Performance |  |
|  | Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work | 15 points |
|  | References - Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope  | 10 points |
| **Total Points – Corporate Capabilities** | 25 points |
| **Total Points** | 100 points |

**I.9** **Negotiations**

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

**I.10** **Terms of Subcontract**

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

**I.11** **Insurance and Services**

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

DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

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

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

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

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US$10,000/US$20,000 for injury to persons and US$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

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

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

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

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

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

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

**I. 12** **Privity**

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

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

1. **Background**

Bosnia and Herzegovina (BiH) is well-positioned to compete in the burgeoning global tourism industry. Over the last decade, the tourism industry in Bosnia and Herzegovina was one of the fastest growing sectors. In 2019, BiH attracted 1.64 million visitors (a 12% increase over 2018), who generated 2.42 million overnight stays. However, in the first ten months of 2020, foreign arrivals fell to a mere 174,209, a decrease of 84% compared to 2019. This significant decline offers an opportunity to renew BiH’s tourism sector and embrace new travel trends, as a return of 2019 travel patterns and levels will not be realized without concerted action over the coming few years.

In particular, BiH is gifted with a varied natural landscape conducive to outdoor sports and adventure activities; a wide range of cultural, historical and religious sites; and possibilities for eco-tourism. Mostar welcomes thousands of tourists every year, many of whom take day trips from the coast in order to take pictures of the city’s famous bridge. The streets of Sarajevo’s old city are filled with those who want to experience the “Jerusalem of Europe,” a unique mix of Eastern and Western cultures. Whitewater rafting, hiking, and cycling are available in multiple areas of the country and the soil is mostly unspoiled and fertile, leading to a unique offering of culinary products.

Tourism in the protected areas (PAs) depends on the natural and cultural landscapes, beauty of the nature, healthy wildlife, and authentic cultural heritage. With a growing demand for nature-based tourism, it is especially essential to implement sustainable tourism practices in these PAs. These practices support the conservation of the PAs despite growing visitor numbers creating pressure on environmental, social, and local resources. Additionally, improvements to park infrastructure and visitor services are necessary for the growing visitors to understand and appreciate each protected area’s unique offerings.

Protected areas are among BiH’s most valuable assets, with National Park Una (NP Una), the only national park in the Federation, among its best. To manage the area, the NP Una Public Enterprise is legally required to develop a management plan every ten years. Analysis of plan implementation and evaluation of the achieved results is performed every five years, and the current management plan for NP Una expires in December 2021. As the park prepares to develop a new plan, there are concepts in sustainable tourism and environmental conservation practices that Turizam can support to be incorporated to support park conservation.

1. **Scope of Work**

The subcontractor will work with Turizam, NP Una, and a second park to develop sustainable visitor management and community engagement plans, weaving in GSTC and Green Destinations criteria. The award for the second park will be issued upon identification of the second park based on the factors described further in this RFP under Phase 1 “Situational Analysis”, and following Turizam agreement with the second park and USAID. The sustainable visitor management and community engagement plans will be a component of the overall park management plan soon to be updated by the parks. This will help to improve the attractiveness and readiness of BiH, in general, and NP Una and the second park, in particular, as a sought-after sustainable destination for the higher-yield outdoor and nature-based travelers. This plan will be a component of NP Una and the second park’s overall updated management plan. The subcontractor will also collaborate with World Wildlife Fund (WWF) Adria on the sustainable visitor management and community engagement plans, as WWF Adria supported previous management plan revisions and will be involved in development of the park’s new overall management plan.

The ultimate objectives of the sustainable visitor management and community engagement plan are to:

* Enhance park conservation and management
* Improve livelihoods and incomes of local communities through jobs and increased entrepreneurial activities and showcasing local culture and traditions
* Increase income to the park through visitor fees, commercial concessions, donations and other fee-based visitor services
* Expand the range and diversity of sustainable visitor experiences offers on the market through direct channels to consumers (offline and online), and through tour operators and other tourism providers
* Identify capacity building, training and certification opportunities for local stakeholders and entrepreneurs

To develop the plans, the subcontractor will engage with WWF Adria, NP Una management, and the second park to gather information on current visitor services and management protocols to determine development gaps. Based on the findings, aggregated in a situation analysis report, the subcontractor will identify opportunities to introduce new or improved visitor experiences for the Visitor Management and Community Engagement Plans. It should be noted for the plan that managing visitor flow requires both acquiring knowledge about guests as well as providing services to guests for an enriching and sustainable experience. Successful visitor management includes data on visitor numbers and activities undertaken in the protected area as well as accurate information on visitors’ needs and interests. The management plans should not only report on visitor observations, but propose strategies that lead to minimizing visitor concentrations or activities that may have a negative impact on the environment or natural resources, while expanding the range of experiences and services throughout the park.

NP Una is expected to deliver benefits beyond biodiversity protection to the communities living nearby or within it, including increasing community well-being and economic gain. As such, the inclusion of local communities in NP Una management planning is required to be a key contributor to NP Una’s conservation strategy. In general, local communities are more likely to comply with park policies and rules when they are included in the decision-making process. The inclusion of local communities in PA decision-making processes can promote a sense of ownership, where local community members cooperatively protect the park and better regulate their own use of natural resources by electing more sustainable livelihoods. Therefore, the subcontractor will deliver an informational workshop on the plan to park management and local communities to promote both conservation as well as sustainable economic development.

The subcontractor will complete three phases to complete the deliverables outlined below.

1. **Phase I: Situation analysis**

The subcontractor will meet with the Turizam team who will provide required context on the environmental protection, conservation, preservation, and tourism situation in BiH. Then, with support from WWF Adria, the subcontractor will provide information related to global best practices for visitor management and community engagement plans as well as data on existing nature park-based tourism market in BiH, and review the previous management plan for the NP Una and the second park. The subcontractor will hold in-person discussions with NP Una and the second park’s management to better understand the existing conditions at the park, volume of visitors, activities, current and future plans, management structure, and available resources. The discussion will also review tourism challenges and issues faced in implementing the existing plan.

The subcontractor will meet with additional parties as necessary to analyze the current situation. USAID Turizam will organize meetings with relevant entity ministries and stakeholders and facilitate focus group discussions, onsite meetings, and remote consultations to identify sustainable tourism product development. This will include:

* Online or in-person discussion with relevant representatives within the Federal Ministry of Environment and Tourism to identify potential areas of support and obtain any relevant data and information.
* Conduct one workshop in NP Una and one in the second park for key stakeholders and communities on park constraints and opportunities. The agenda, content, and list of recommended stakeholders to participate should be coordinated with the Turizam team,NP Una management, and the second park. Turizam will conduct outreach to stakeholders to participate. WWF Adria will provide the assessment of the community attitude and community engagement towards the Una National Park and the second park. This workshop would include outdoor- and nature-based inbound operators and service providers to discuss the strengths and weakness of the product offerings and areas for improvement and development, as well as local tourism authorities and community representatives to identify their level of involvement in tourism related activities within the park and potential areas of improvement, including assessing readiness and interest of the local communities to engage in tourism related activities within the park and local authorities to support the park.

By Turizam taking lead on organizing the workshop and discussion, this will minimize the level of effort required for such an activity by the subcontractor and enhance the diversity and seniority of stakeholder engagement, so as to allow the subcontractor to focus on the core technical aspects of the scope of work.

The subcontractor will prepare survey tools for a visitor demand analysis at selected NP Una, the second park, and in nearby locations to gather information about the characteristics, behavior, and interests of visitors. This will include formulating the objectives and methodology of the survey as well as questionnaire development. The survey will be distributed by the Turizam team, but the subcontractor will be responsible to analyze and report on the data.

Turizam will provide information to the subcontractor from the Una Sana Cluster and WWF Adria about existing tourism businesses entrepreneurs/enterprises and offers, attractions and services located in the park, and tourism services and infrastructure provided and managed by the park or offered as concessions. This includes accommodation, food and beverage services, activities, routes and trails. The subcontractor will be responsible to assess the key attractions and businesses in the park, and recommendations on current facilities should include opportunities to increase accessibility for persons with disabilities.

This phase shall also include identification of three other parks similar to NP Una for use as benchmarking and deriving lessons for best practices in visitor experience development, visitor management, park presentation and interpretations, and overall management of community, stakeholders and tourism industry (such as tour operators) relations. In this phase, the subcontract shall also identify commercialization opportunities present or missed that the park can improve or introduce, including through engagement of the private sector via public private partnership arrangements, including concessions. Examples from benchmark parks or others should be cited.

The final step of phase 1 will be to develop a comprehensive situation analysis report to report on existing conditions at the park (including volume of visitors, activities, current and future plans related to tourism, community engagement, management structure, and available resources), as well as weaknesses that contribute to degradation of the park, and identify a roadmap for the development of first-class visitor experience that is sustainable and responsible.

1. **Phase II: Visitor Management and Community Engagement Plan**

Based on the situation analysis, the subcontractor will proceed to develop the Sustainable Visitor Management and Community Engagement Plans. To prepare the plan, the consultant will conduct the following activities in collaboration with the NP Una and the second park managers, WWF Adria, and Turizam team:

* Organize one planning meeting with park management at various levels regarding overall plan management approach and individual responsibilities of senior and mid-level managers and supervisors in developing the plan. The meetings should discuss specific sections of the plan, such as tourism, conservation, community engagement, maintenance, diversifying visitor experiences, commercialization, and marketing and inform development of strategies and action plans.
* Provide a plan outline to the Turizam team, NP Una, and the second park’s management for concurrence before drafting the plan.
* Based on the outline, prepare the Visitor Management and Community Engagement Plans
1. **Phase III: Deliver up to three informational workshops to park management and local communities**

Based on the Sustainable Visitor Management and Community Engagement Plan, design and deliver a one-day workshop in NP Una/Bihać area and one in the second park to present key findings and recommendations. This informational workshop should be a guided discussion with key stakeholders as the plan has to be adopted by NP Una management and the Federal Ministry of Environment and Tourism. A second workshop may be requested by Turizam for the wider tourism trade and other stakeholders. Prior to delivering the workshops, the subcontractor will provide the workshop slides to the Turizam team for review.

1. **Deliverables**

Deliverable No. 1: Draft Situation analysis

The subcontractor will provide a written situation analysis of the current visitor management and community engagement. Report to be no more than 15 pages, Times New Roman, 11 point font single spaced. Annexes may be added to this 15-page report to provide enhanced understanding, backup documentation and further details on models of international best practices. The report should include at a minimum:

* Review of nature park-based tourism market (size, economic value, visitor patterns, and motivators), including adventure and wildlife tourism.
* Examples of best international practices in visitor management, management and tourism offerings in PAs, pricing models/examples, and local community engagement examples in provision of services in or connected to PAs.
* Assessment of the existing visitor services, management protocols, and development gaps withing NP Una and the second park.
* Review of existing local community engagement and outreach activities in tourism related to the park.
* Assessment of tourism product offerings potential such as adventure, wildlife, educational and community-based tourism within NP Una and the second park (divided by market segment).
* Visitor demand analysis, using online surveys, focus groups or other online sources of visitors’ sentiments and satisfaction level of the park. This should include findings pertaining to key sites of the PA and in nearby surroundings to gather information about characteristics, behavior, and interests of visitors.
* Recommendations for development of opportunities identified above.

Deliverable No. 2: Draft Visitor Management Plan for NP Una

The subcontractor will provide a Visitor Management Plan to be no more than 30 pages, Times New Roman, 11 point font single spaced. Overall, the plan should include at a minimum:

* Road map to the current Una NP visitor management structure including financial, revenue and HR, within the overall mandate of the park but in particular in relation to the tourism component.
* Recommendations for the introduction of new or improved existing visitor management practices within Una NP, including management objectives and principles.
* Details including program and visitor information; tourism zones and diverse recreation opportunities; tourism impacts on resource and social conditions; and education, interpretation, and information programs.
* Analysis and recommendations for visitor flow management (ticketing, pricing, visitor monitoring, guidance, restriction methods, information, and environmental education and interpretation).
* Recommendations for the introduction of new or improved sustainable visitor experiences, products, and offerings with a clear recommendation for management by Una NP or concessions offered to local communities or other types of investors.
* Recommendations for training and internationally recognized certification programs to be offered to NP Una management team, tour operators, local communities, and existing concessioners.
* Recommendations for global sustainable tourism certifications, labels and designations for NP Una.
* Analysis of and recommendations for improved marketing and promotional strategy.
* Recommendations for improved PR and communication framework (on-site and online communication); including communication and marketing to increase awareness of the park, its tourism appeal and promote conservation and sustainability.
* Identification of economic, conservation and social benefits to adopting recommendations.
* Monitoring methods for visitor use, tourism impact, experiences, and community involvement.
* Implementation timeframe and action plan with suggested responsible parties, including funding needed for implementation and potential sources.
* Annex with details of meetings, activities, and assessments.

Deliverable No.3: Draft Community Engagement Plan for NP Una

The subcontractor will provide a Community Engagement Plan with annexes that may be added to this report to provide enhanced understanding, backup documentation and further details on the contents presented, as well as practical planning forms and tools suggested. Overall, the plan should include at a minimum:

* Overall model, objectives and principles of a sustainable visitor management and community engagement plan
* Details including tourism zones and diverse recreation opportunities; tourism impacts on resource and social conditions; and education, interpretation, and information programs
* Recommendations for improved local community engagement in tourism related activities and a stakeholders’ partnership model, including presenting commercial opportunities for the park, members of the community, and outside investors/operators
* Road map to the current Una NP community engagement structure, within the overall mandate of the park but in particular in relation to the tourism component
* Recommendations for trainings and internationally recognized certification programs to be offered to local communities in particular in relation to the tourism component
* Recommendations for improved communication framework (on-site and online communication)
* Monitoring methods for community involvement
* Communication and marketing to increase community awareness of the park on its tourism appeal and promote conservation and sustainability, by actively engaging socioeconomically disadvantaged populations, women, community members with disabilities, youth, the elderly people.
* Implementation timeframe and action plan with suggested responsible parties, indicative required funds for the implementation
* Annex with details of meetings, activities, and assessments

The community engagement plan should seek to be dynamic, adaptive and responsive to NP Una resident needs and circumstances and should introduce/present tourism products and activities in ways that respect local traditions. It should include opportunities for enhanced park conservation and provision of tourism experiences to:

* Prioritize rural accommodation
* Incorporate local food production and services
* Incorporate handicrafts and souvenirs
* Integrate natural and cultural assets (attractions and activities)
* Integrate with the Una-Sana Cluster

Deliverable No. 4. Final NP Una documents to include final versions of Deliverables No 1, 2 and 3 and the remaining sections of the document

The subcontractor will provide a final document Enhanced Visitor Management and Community Engagement Plan (Plan) for Una National Park with annexes that may be added to this report at Chemonics direction to provide enhanced understanding, backup documentation and further details on the contents presented, as well as practical planning forms and tools suggested.

The subcontractor is encouraged to review the below suggested table of contents and propose another one that the subcontractor deems more effective for purposes of this activity.

1. Introduction
2. Executive Summary
3. Methodology
4. Situation Analysis (Deliverable No.1)
* Tourism Zones and Tourism Impacts on NP Una
* Challenges and Issues
* Business interests and opportunities of local stakeholders
* Market segments and potentials
1. Enhanced Visitor Management Plan (Deliverable No.2)
* Visitor products, services and experiences
* Infrastructure and capacities for visitor management
* Visitor knowledge
* Visitor satisfaction / Monitoring
* Purpose and Needs
* Potential economic (destination, park, community levels) and sustainability benefits
1. Community Engagement Plan (Deliverable No.3)
* Purpose and Needs
* Communication framework
* Community satisfaction / Monitoring
* Community involvement
1. Strategic management
* Public - private partnership, concessions
* Investments and Cost benefit analysis
* Marketing/Promotion and Communication
* Pricing, ticketing system
* Interpretation
* Employee training

Conservation awareness and programming

1. Training and education on successful and innovative practices for a sustainable tourism
2. Certification

Resource mobilization

Fundraising and sponsorships

Grants

1. Recommendations
2. Action Plan
3. References

Deliverable No. 5: Draft Visitor Management Plan for the Second Park

The subcontractor will provide a Visitor Management Plan to be no more than 30 pages, Times New Roman, 11 point font single spaced. Overall, the plan should include at a minimum:

* Road map to the current park visitor management structure including financial, revenue and HR, within the overall mandate of the park but in particular in relation to the tourism component.
* Recommendations for the introduction of new or improved existing visitor management practices within the park, including management objectives and principles.
* Details including program and visitor information; tourism zones and diverse recreation opportunities; tourism impacts on resource and social conditions; and education, interpretation, and information programs.
* Analysis and recommendations for visitor flow management (ticketing, pricing, visitor monitoring, guidance, restriction methods, information, and environmental education and interpretation).
* Recommendations for the introduction of new or improved sustainable visitor experiences, products, and offerings with a clear recommendation for management or concessions offered to local communities or other types of investors.
* Recommendations for training and internationally recognized certification programs to be offered to the management team, tour operators, local communities, and existing concessioners.
* Recommendations for global sustainable tourism certifications, labels and designations for the second park
* Analysis of and recommendations for improved marketing and promotional strategy.
* Recommendations for improved PR and communication framework (on-site and online communication); including communication and marketing to increase awareness of the park, its tourism appeal and promote conservation and sustainability.
* Identification of economic, conservation and social benefits to adopting recommendations.
* Monitoring methods for visitor use, tourism impact, experiences, and community involvement.
* Implementation timeframe and action plan with suggested responsible parties, including funding needed for implementation and potential sources.
* Annex with details of meetings, activities, and assessments.

Deliverable No.6: Draft Community Engagement Plan for the Second Park

The subcontractor will provide a Community Engagement Plan with annexes that may be added to this report to provide enhanced understanding, backup documentation and further details on the contents presented, as well as practical planning forms and tools suggested. Overall, the plan should include at a minimum:

* Overall model, objectives and principles of a sustainable visitor management and community engagement plan
* Details including tourism zones and diverse recreation opportunities; tourism impacts on resource and social conditions; and education, interpretation, and information programs
* Recommendations for improved local community engagement in tourism related activities and a stakeholders’ partnership model, including presenting commercial opportunities for the park, members of the community, and outside investors/operators
* Road map to the current community engagement structure, within the overall mandate of the park but in particular in relation to the tourism component
* Recommendations for trainings and internationally recognized certification programs to be offered to local communities in particular in relation to the tourism component
* Recommendations for improved communication framework (on-site and online communication)
* Monitoring methods for community involvement
* Communication and marketing to increase community awareness of the park on its tourism appeal and promote conservation and sustainability, by actively engaging socioeconomically disadvantaged populations, women, community members with disabilities, youth, the elderly people.
* Implementation timeframe and action plan with suggested responsible parties, indicative required funds for the implementation
* Annex with details of meetings, activities, and assessments

The community engagement plan should seek to be dynamic, adaptive and responsive to second park resident needs and circumstances and should introduce/present tourism products and activities in ways that respect local traditions. It should include opportunities for enhanced park conservation and provision of tourism experiences to:

* Prioritize rural accommodation
* Incorporate local food production and services
* Incorporate handicrafts and souvenirs
* Integrate natural and cultural assets (attractions and activities)
* Integrate with the Local Cluster

Deliverable No. 7. Final documents for the Second Park to include final versions of Deliverables No 5 and 6 and the remaining sections of the document

The subcontractor will provide a final document Enhanced Visitor Management and Community Engagement Plan (Plan) for Una National Park with annexes that may be added to this report at Chemonics direction to provide enhanced understanding, backup documentation and further details on the contents presented, as well as practical planning forms and tools suggested.

The subcontractor is encouraged to review the suggested table of contents included in deliverable no. 4 and propose another one that the subcontractor deems more effective for purposes of this activity.

Deliverable No. 8: Presentation Materials for the Visitor Management and Community Engagement Plans (Executive Summary Paper and PowerPoint Presentation)

The subcontractor will lead an informational workshop to park management, ministry institutions and to local communities. To complete this deliverable, the subcontractor will provide before the workshop: 1) Executive Summary Report (from the plan) to present to park management, ministry institutions and to local communities not to exceed five pages, Times New Roman, 11-point font single spaced. The report should show the current state, competition, opportunities for development, and potential benefits. 2) PowerPoint presentation slides for the workshop presentation to park management, ministry institutions and to local communities. The slides should be developed in the USAID Turizam template that Turizam will provide.

1. **Deliverables Schedule**

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

|  |  |  |
| --- | --- | --- |
| **Deliverable Number** | **Deliverable Name** | **Due Date** |
| 1 | Situation analysis  | 2 weeks after subcontract signing |
| 2 | Visitor Management Plan for NP Una | 8 weeks after subcontract signing |
| 3 | Community Engagement Plan for NP Una | 8 weeks after subcontract signing |
| 4 | Final document to include final versions of Deliverables No 1, 2 and 3 and the remaining sections of the document | 9 weeks after subcontract signing |
| 5 | Visitor Management Plan for the Second Park | 13 weeks after subcontract signing |
| 6 | Community Engagement Plan for the Second Park | 13 weeks after subcontract signing |
| 7 | Final documents for the Second Park to include final versions of Deliverables No 5 and 6 and the remaining sections of the document | 14 weeks after subcontract signing |
| 8 | Presentation Materials for the Visitor Management and Community Engagement Plan (Executive Summary Paper and PowerPoint Presentation) | 15 weeks after subcontract signing |

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

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

Subcontract Fixed Price, Invoicing and Payment

D.1. Subcontract Fixed Price

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Subcontractor a total of  US$ XX,XXX   This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section D.3, below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table:

|  |  |
| --- | --- |
| Installment Number and Amount | Corresponding Deliverable Number(s) and Name(s)\* |
| 1.  $XX,XXX   | 1.  (Deliverable No. 1 Name)  , AND  |
| 2.  (Deliverable No. 2 Name)    |
| 2.  $YY,YYY   | 3.  (Deliverable No. 3 Name)   |

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

D.2. Invoicing

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

D.3. Payment Account Information

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

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

Bank name:  (INSERT Subcontractor's bank name)

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

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

D.4. Payment

Chemonics will pay the Subcontractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Subcontractor’s deliverables, and b) Chemonics’ receipt of the Subcontractor’s invoice. Payment will be made in USD, paid to the account specified in Section D.3.

Branding Policy

The Subcontractor shall comply with the requirements of the USAID “Graphic Standard Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

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

(a) The authorized geographic code for procurement of goods and services under this subcontract is 937.

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

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

(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.

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

(1) Agricultural commodities,

(2) Motor vehicles,

(3) Pharmaceuticals and contraceptive items

(4) Pesticides,

(5) Fertilizer,

(6) Used equipment, or

(7) U.S. government-owned excess property.

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

Intellectual Property Rights

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

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

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

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

Indemnity and Subcontractor Waiver of Benefits

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

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 Z, Clauses Incorporated by Reference.

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

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.

Protecting Chemonics’ Interests when Subcontractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

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

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

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

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

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

Governing Law and Resolution of Disputes

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

1. (b) *Disputes based on Client Actions.*
2. (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.
3.
4. (2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant
5. to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

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

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

(e) *Limitations*. Chemonics’ entire liability for claims arising from or related to this Subcontract will in no event exceed the total subcontract fixed price. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

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

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.

Assignment and Delegation

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

Organizational Conflicts of Interest

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

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.

Terrorist Financing Prohibition/ Executive Order 13224

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

Restrictions on Certain Foreign Purchases (FAR 52.225-13)

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at <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>.

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

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.

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:

1. *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
2. *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.

Subcontractor Performance Standards

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

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

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

1. Business meetings between the subcontract team, Chemonics and/or USAID
2. Feedback from key partners
3. Site visits by Chemonics personnel
4. Meetings to review and assess periodic work plans and progress reports
5. 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.

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.

Reporting on Subcontractor Data Pursuant to the Requirements of the Federal Funding Accountability and Transparency Act

a) Public Availability of Information.

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

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

**Within 7 days of an award of a subcontract or sub-task order with a value of $30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6.** If the Subcontractor maintains a record in the System for Award Management ([www.SAM.gov](https://www.sam.gov/portal/SAM/#1)), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the “FSRS Reporting Questionnaire and Certification” found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

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

(d) Remedy.

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

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.

Insurance Requirements

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all its

operations, insurance in accordance with the clause listed below.

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

(a) FAR 52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JUL 2014)

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

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

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

(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.

(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.

(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.

(4) USAID’s DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions, Address is: 1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596. Point of contact is: Fred Robinson, 925-951-1856, 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 752.228-70 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.

Section YY. Security

1. Operating Conditions – Assumption of the Risk

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

       (b)        **Access to Chemonics’ Facilities – Security Requirements**

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

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

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

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

The Subcontractor shall promptly report as “Security Incidents” any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

Section YYY. Standard Expanded Security

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

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

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

Section Z. Federal Acquisition Regulation (FAR) And Agency For International Development Acquisition Regulation (AIDAR) Flowdown Provisions For Subcontracts And Task Orders Under USAID Prime Contracts

**Z.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.

**Z.2 GOVERNMENT SUBCONTRACT**

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

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

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Subcontract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.
4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.
5. "Prime Contract" means the contract between Chemonics and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

**Z.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.

**Z.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.

**Z.5 PROVISIONS INCORPORATED BY REFERENCE**

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

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

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

| **Clause Number** | **Title** | **Date\*** | **Notes and Applicability** |
| --- | --- | --- | --- |
| [52.202-1](https://acquisition.gov/far/current/html/52_200_206.html#wp1137572) | DEFINITIONS | NOV 2013 | All subcontracts regardless of value |
| [52.203-3](https://acquisition.gov/far/current/html/52_200_206.html#wp1137600) | GRATUITIES | APR 1984 | All subcontracts regardless of value (Note 4 applies) |
| [52.203-5](https://acquisition.gov/far/current/html/52_200_206.html#wp1137613) | COVENANT AGAINST CONTINGENT FEES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-6](https://acquisition.gov/far/current/html/52_200_206.html#wp1137622) | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 | Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies) |
| [52.203-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137631) | ANTI-KICKBACK PROCEDURES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-8](https://acquisition.gov/far/current/html/52_200_206.html#wp1137653) | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies) |
| [52.203-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1151085) | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold, (Note 1 applies) |
| [52.203-11](https://acquisition.gov/far/current/html/52_200_206.html#wp1137684) | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-12](https://acquisition.gov/far/current/html/52_200_206.html#wp1138380) | LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-13](https://acquisition.gov/far/current/html/52_200_206.html#wp1141983) | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | OCT 2015 | All subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer. |
| [52.203-14](https://acquisition.gov/far/current/html/52_200_206.html#wp1141988) | DISPLAY OF HOTLINE POSTER(S) | OCT 2015 | All subcontracts that have a value in excess of $5.5 million except those performed entirely outside of the U.S. (Note 8 applies) |
| [52.203-17](https://acquisition.gov/far/current/html/52_200_206.html#wp1150601) | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 | All Subcontracts equal to or greater than the simplified acquisition threshold |
| [52.204-06](https://acquisition.gov/far/current/html/52_200_206.html#wp1137830) | Unique Entity Identifier  | OCT 2016 | All Subcontracts equal to or greater than $30,000 |
| [52.204-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1141649) | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.) | OCT 2018 | If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public. |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 | Applies to all subcontracts, regardless of value or type.  “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.” |
| [52.204-25](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#unique_1605198408) | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | AUG 2020 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144766) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-6](https://acquisition.gov/far/current/html/52_207_211.html#wp1140926) | PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 | All Subcontracts > $35,000. (Note 2 applies) |
| [52.209-10](https://acquisition.gov/far/current/html/52_207_211.html#wp1146366) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.215-2](https://acquisition.gov/far/current/html/52_215.html#wp1144470) | AUDITS AND RECORDS - NEGOTIATION | OCT 2010 | All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.) |
| [52.215-10](https://acquisition.gov/far/current/html/52_215.html#wp1144582) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATARights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).) |
| [52.215-11](https://acquisition.gov/far/current/html/52_215.html#wp1144607) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.) |
| [52.215-12](https://acquisition.gov/far/current/html/52_215.html#wp1148098) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-13](https://acquisition.gov/far/current/html/52_215.html#wp1144639) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-14](https://acquisition.gov/far/current/html/52_215.html#wp1144649) | INTEGRITY OF UNIT PRICES | OCT 2010 | Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause. |
| [52.215-15](https://acquisition.gov/far/current/html/52_215.html#wp1144658) | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 | Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.) |
| [52.215-16](https://acquisition.gov/far/current/html/52_215.html#wp1144668) | FACILITIES CAPITAL COST OF MONEY | JUN 2003 | 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. |
| [52.215-17](https://acquisition.gov/far/current/html/52_215.html#wp1144674) | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT 1997 | 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. |
| [52.215-18](https://acquisition.gov/far/current/html/52_215.html#wp1144679) | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL 2005 | Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.) |
| [52.215-19](https://acquisition.gov/far/current/html/52_215.html#wp1145894) | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 | Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.) |
| [52.215-20](https://acquisition.gov/far/current/html/52_215.html#wp1148261) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA. | OCT 2010 | (Note 2 applies.) |
| [52.215-21](https://acquisition.gov/far/current/html/52_215.html#wp1144721) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS | OCT 2010 | (Note 2 applies.) |
| [52.215-23](https://acquisition.gov/far/current/html/52_215.html#wp1149282) | LIMITATION ON PASS-THROUGH CHARGES | OCT 2009 | Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.) |
| [52.216-7](https://acquisition.gov/far/current/html/52_216.html#wp1114751) | ALLOWABLE COST AND PAYMENTAlt II applies to educational institutions.Alt IV applies to non-profit organizations. | AUG 2018 | Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.) |
| [52.216-8](https://acquisition.gov/far/current/html/52_216.html#wp1114806) | FIXED FEE | JUN 2011 | Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-10](https://acquisition.gov/far/current/html/52_216.html#wp1114819) | INCENTIVE FEE | JUN 2011 | Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.) |
| [52.216-11](https://acquisition.gov/far/current/html/52_216.html#wp1114845) | COST CONTRACT - NO FEE | APR 1984 | Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-18](https://acquisition.gov/far/current/html/52_216.html#wp1115031) | ORDERING | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-19](https://acquisition.gov/far/current/html/52_216.html#wp1115038) | ORDER LIMITATIONS | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-22](https://acquisition.gov/far/current/html/52_216.html#wp1115076) | INDEFINITE QUANTITY | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.217-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1135887) | OPTION TO EXTEND SERVICES | NOV 1999 | Insert “30 days” as *the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)* |
| [52.217-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1135892) | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 | Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.) |
| [52.219-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1136032) | UTILIZATION OF SMALL BUSINESS CONCERNS |  OCT 2018 | Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.) |
| [52.219-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1136058) | SMALL BUSINESS SUBCONTRACTING PLAN(If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.) |  AUG 2018 | Applies if this Subcontract > $ $700,000 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.) |
| [52.222-2](https://acquisition.gov/far/current/html/52_222.html#wp1147464) | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 | Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold 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.) |
| [52.222-3](https://acquisition.gov/far/current/html/52_222.html#wp1147479) | CONVICT LABOR | JUN 2003 | Applies to all Subcontracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands;  |
| [52.222-21](https://acquisition.gov/far/current/html/52_222.html#wp1147656) | PROHIBITION OF SEGREGATED FACILITIES |  APR 2015 | (Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-22](https://acquisition.gov/far/current/html/52_222.html#wp1147663) | PREVIOUS CONTRACTS AND COMPLIANCE REPORT | FEB 1999 | Applies if clause 52.222-26 applies. |
| [52.222-26](https://acquisition.gov/far/current/html/52_222.html#wp1147711) | EQUAL OPPORTUNITY |  SEP 2016 | Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-29](https://acquisition.gov/far/current/html/52_222.html#wp1147795) | NOTIFICATION OF VISA DENIAL |  APR 2015 | Applies to all Subcontracts regardless of type or value. |
| [52.222-35](https://acquisition.gov/far/current/html/52_222.html#wp1158632) | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 | Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States.  |
| [52.222-36](https://acquisition.gov/far/current/html/52_222.html#wp1162802) | [EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1056250) |  JUL 2014 | Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island |
| [52.222-37](https://acquisition.gov/far/current/html/52_222.html#wp1148123) | EMPLOYMENT REPORTS ON VETERANS |  FEB 2016 | Applies if this Subcontract is for $150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States |
| [52.222-40](https://acquisition.gov/far/current/html/52_222.html#wp1160019) | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 | Applies to Subcontracts above the simplified acquisition threshold. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; |
| [52.222-50](https://acquisition.gov/far/current/html/52_222.html#wp1151848) | COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract) | OCT 2020 | Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.) |
| [52.222-54](https://acquisition.gov/far/current/html/52_222.html#wp1156645) | EMPLOYMENT ELIGIBILITY VERIFICATION |  OCT 2015 | Applies to Subcontracts which exceed the simplified acquisition threshold 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 < 120 days.  |
| [52.223-6](https://acquisition.gov/far/current/html/52_223_226.html#wp1168850) | DRUG-FREE WORKPLACE | MAY 2001 | Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply) |
| [52.223-18](https://acquisition.gov/far/current/html/52_223_226.html#wp1188603) | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 | Applies to all subcontracts regardless of value. |
| [52.225-1](https://acquisition.gov/far/current/html/52_223_226.html#wp1192900) | BUY AMERICAN ACT -- SUPPLIES |  MAY 2014 | Applies if the Statement of Work contains other than domestic components. (Note 2 applies.) |
| [52.225-13](https://acquisition.gov/far/current/html/52_223_226.html#wp1169608) | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 | Applies to all Subcontracts regardless of value or type |
| [52.225-14](https://acquisition.gov/far/current/html/52_223_226.html#wp1169615) | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 | Applies to all Subcontracts regardless of value or type |
| [52.227-1](https://acquisition.gov/far/current/html/52_227.html#wp1139062) | AUTHORIZATION AND CONSENT | DEC 2007 | Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.) |
| [52.227-2](https://acquisition.gov/far/current/html/52_227.html#wp1139074) | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 | Applies if this Subcontract is above the simplified acquisition threshold (Notes 2 and 4 apply.) |
| [52.227-9](https://acquisition.gov/far/current/html/52_227.html#wp1139140) | REFUND OF ROYALTIES | APR 1984 | Applies if this Subcontract includes royalties. |
| [52.227-14](https://acquisition.gov/far/current/html/52_227.html#wp1139363) | RIGHTS IN DATA - GENERAL |  MAY 2014 | Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14. |
| [52.228-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137443) | WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) | JUL 2014 | Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3. |
| [52.228-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137448) | WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 | Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause. |
| [52.228-7](https://acquisition.gov/far/current/html/52_228_231.html#wp1137464) | INSURANCE—LIABILITY TO THIRD PERSONS | MAR 1996 | Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply) |
| [52.228-9](https://acquisition.gov/far/current/html/52_228_231.html#wp1137505) | CARGO INSURANCE | MAY 1999 | Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9) |
| [52.229-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137724) | TAXES – FOREIGN FIXED PRICE CONTRACTS | FEB 2013 | Applies to Fixed Price Subcontracts of any value. |
| [52.229-8](https://acquisition.gov/far/current/html/52_228_231.html#wp1137753) | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 | Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause. |
| [52.230-2](https://acquisition.gov/far/current/html/52_228_231.html#wp1137821) | COST ACCOUNTING STANDARDS | OCT 2015 | Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137836) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | OCT 2015 | Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137852) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS | OCT 2015 | Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences. |
| [52.230-5](https://acquisition.gov/far/current/html/52_228_231.html#wp1142797) | COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS | AUG 2016 | "United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies. |
| [52.230-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137876) | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN 2010 | Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. |
| [52.232-20](https://acquisition.gov/far/current/html/52_232.html#wp1152929) | LIMITATION OF COST | APR 1984 | Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply. |
| [52.232-22](https://acquisition.gov/far/current/html/52_232.html#wp1152962) | LIMITATION OF FUNDS | APR 1984 | Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.232-40](https://acquisition.gov/far/current/html/52_232.html#wp1160491) | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 | Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.) |
| [52.233-3](https://acquisition.gov/far/current/html/52_233_240.html#wp1113329) | PROTEST AFTER AWARDAlternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics’ client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract. | AUG 1996 | "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics". |
| [52.237-8](https://acquisition.gov/far/current/html/52_233_240.html#wp1113621) | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | AUG 2003 | Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel. |
| [52.237-9](https://acquisition.gov/far/current/html/52_233_240.html#wp1113632) | INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | MAY 2014 | Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause. |
| [52.242-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128780) | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value. |
| [52.242-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1128794) | PENALTIES FOR UNALLOWABLE COSTS | MAY 2014 | Applies to all subcontracts > $700,000, regardless of subcontract type. |
| [52.242-4](https://acquisition.gov/far/current/html/52_241_244.html#wp1128814) | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value. |
| [52.242-13](https://acquisition.gov/far/current/html/52_241_244.html#wp1128870) | BANKRUPTCY | JUL 1995 | Notes 1 and 2 apply. |
| [52.242-15](https://acquisition.gov/far/current/html/52_241_244.html#wp1128884) | STOP-WORK ORDERAlternate I (APR 1984) applies if this is a cost-reimbursement Subcontract. | AUG 1989 | Notes 1 and 2 apply. |
| [52.243-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128917) | CHANGES-FIXED PRICE (Alt III) | AUG 1987 | Apples to Fixed Price Subcontracts of any value. |
| [52.243-2](https://acquisition.gov/far/current/html/52_241_244.html#wp1128962) | CHANGES - COST REIMBURSEMENT | AUG 1987 | Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order. |
| [52.243-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1129000) | CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR | SEP 2000 | Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order. |
| [52.244-6](https://acquisition.gov/far/current/html/52_241_244.html#wp1129139) | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2019 | Applies to Subcontracts for commercial items only. |
| [52.245-1](https://acquisition.gov/far/current/html/52_245.html#wp1149752) | GOVERNMENT PROPERTY (APR 2012) (ALT I) | JAN 2017 | "Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics. |
| [52.246-3](https://acquisition.gov/far/current/html/52_246.html#wp1118742) | INSPECTION OF SUPPLIES - COST REIMBURSEMENTApplies to Cost Reimbursement Subcontracts and Task Orders. | MAY 2001 | Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months" |
| [52.246-4](https://acquisition.gov/far/current/html/52_246.html#wp1118768) | INSPECTION OF SERVICES – FIXED PRICE | AUG 1996 | Applies to Fixed Priced Subcontracts of any value. |
| [52.246-5](https://acquisition.gov/far/current/html/52_246.html#wp1118782) | INSPECTION OF SERVICES—COST REIMBURSEMENT | MAY 2001 | Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).) |
| [52.246-6](https://acquisition.gov/far/current/html/52_246.html#wp1118795) | INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR | MAY 2001 | Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.) |
| [52.246-25](https://acquisition.gov/far/current/html/52_246.html) | LIMITATION OF LIABILITY - SERVICES | FEB 1997 | Applies to Subcontracts at or below the simplified acquisition threshold or more. |
| [52.247-63](https://acquisition.gov/far/current/html/52_247.html#wp1156201) | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN 2003 | Applies to all Subcontracts that include international air travel. |
| [52.247-64](https://acquisition.gov/far/current/html/52_247.html#wp1156217) | PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS | FEB 2006 | Applies for Subcontracts that include provision of freight services. |
| [52.247-67](https://acquisition.gov/far/current/html/52_247.html#wp1156291) | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT | FEB 2006 | Applies to Subcontracts that include provision of freight services. |
| [52.249-1](https://acquisition.gov/far/current/html/52_248_253.html) | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-6](https://acquisition.gov/far/current/html/52_248_253.html#wp1119746) | TERMINATION (COST-REIMBURSEMENT)Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.) | MAY 2004 | Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. |
| [52.249-8](https://acquisition.gov/far/current/html/52_248_253.html) | DEFAULT FIXED PRICE SUPPLY & SERVICE | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-14](https://acquisition.gov/far/current/html/52_248_253.html#wp1123739) | EXCUSABLE DELAYS | APR 1984 | (Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".) |

**The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:**

|  **Clause Number** |  **Title** |  **Date\*** |  **Notes and Applicability** |
| --- | --- | --- | --- |
|  752.202-1 | DEFINITIONS (ALT 70 AND ALT 72)  |  JAN 1990 |  Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”. |
|  752.211-70 | LANGUAGE AND MEASUREMENT |  JUN 1992 | Applies to all Subcontracts, regardless of type or value. |
|  752.225-70  | SOURCE AND NATIONALITY REQUIREMENTS |  FEB 2012 | Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply) |
|  752.227-14 | RIGHTS IN DATA – GENERAL |  OCT 2007 | Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General. |
|  752.228-3 | WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)  |  DEC 1991 | The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3. |
|  752.228-7 |  INSURANCE – LIABILITY TO THIRD PERSONS   |   JULY 1997  | The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228) |
| 752.228-9 |  CARGO INSURANCE     |  DEC 1998  | The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts. |
| 752.228-70  | MEDICAL EVACUATION (MEDEVAC) SERVICES | JUL 2007 | Applies to all Subcontracts requiring performance outside the U.S. |
| 752.231-71  | SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.) |  MAR 2015 |  Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)  |
| 752.245-71    | TITLE TO AND CARE OF PROPERTY | APR 1984  | Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies) |
|  752.247-70 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS | OCT 1996 | (Note 5 applies) |
| 752.7001 | BIOGRAPHICAL DATA  | JUL 1997 | Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies) |
| 752.7002 | TRAVEL AND TRANSPORTATION  | JAN 1990 | Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies) |
| 752.7004 | EMERGENCY LOCATOR INFORMATION  | JUL 1997 | Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies) |
| 752.7005 | SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS | SEP 2013 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7007 | PERSONNEL COMPENSATION  | JUL 2007 | Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.  |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 | Applies to all Subcontracts regardless of value or type. (Note 5 applies) |
| 752.7009 | MARKING | JAN 1993 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY  | APR 1984 | Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies) |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING  | APR 1984 | Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies) |
| 752.7012 | PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT   | AUG 1995 | Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies) |
| 752.7013 | CONTRACTOR-MISSION RELATIONSIHPS | JUN 2018 | Applies to all subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.” |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 | Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies) |
| 752.7025 | APPROVALS | APR 1984 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7027 | PERSONNEL  | DEC 1990 | Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies) |
| 752.7028  | DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS. | JUL 1996  | This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor’s records which are required to be preserved and made available by the “Examination of Records by the Comptroller General” and “Audit” clauses of this contract.) (Note 5 applies) |
| 752.7029 | POST PRIVILEGES  | JUL 1993 | For use in all non-commercial subcontracts involving performance overseas. |
| 752.7031  | LEAVE AND HOLIDAYS  | OCT 1989  | For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies) |
| 752.7032 | INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS  | APR 2014 | Applies to all subcontracts requiring international travel. (Note 5 applies)  |
| 752.7033 | PHYSICAL FITNESS (JULY 1997)   | JUL 1997, PARTIALLY REVISED AUG 2014 | Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies) |
| 752.7034 | ACKNOWLEDGMENT AND DISCLAIMER  | DEC 1991 | Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies) |
| 752.7101 | VOLUNTARY POPULATION PLANNING ACTIVITIES | JUN 2008 | If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name. |

**Z.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts**

**Subcontractor Name:**

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

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

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

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

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

 \_\_\_Yes  \_\_\_No

1. If **“No”,** please provide the below information and answer the remaining questions.
2. **Subcontractor DUNS Number:**
3. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:
4. \_\_\_Yes  \_\_\_No
5. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:
6. \_\_\_Yes  \_\_\_No
7. Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?
8. \_\_\_Yes  \_\_\_No
9.
10. If you have indicated “Yes” for paragraph (ii) **and** "No" for paragraph (iii) and (iiv) above, provide the names and total compensation\* of your five most highly compensated executives\*\* for the preceding completed fiscal year.
11. 1.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
12. Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
13. 2.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
14. Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
15. 3.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
16. Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
17. 4.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
18. Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
19. 5.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
20. Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(1) *Salary and bonus*.

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

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

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

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

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

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

**Z.7. REPRESENTATIONS AND CERTIFICATIONS**

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) 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 awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

**Annex 1 Cover Letter**

[Offeror: Insert date]

Imano Panjeta

Grants and Procurement Manager

USAID Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam)

Chemonics International Inc.

Reference: Request for Proposals for Visitor Management and Community Engagement Plan BiH Turizam-HO-002

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

Dear Mr. Imano Panjeta:

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

Name of Organization’s Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Offeror \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUNS Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 90 calendar days after the proposal deadline.

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

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

1. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
2. Copy of company tax registration, or equivalent document.
3. Copy of trade license, or equivalent document.
4. Evidence of Responsibility Statement.

Sincerely yours,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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

[Offeror: Insert name of your organization]

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

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

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

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

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

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

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

All cost information must be expressed in USD.

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

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

**Sample Budget**

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



**Annex 3 Required Certifications**

Evidence of Responsibility

1. Offeror Business Information

**Company Name**: Full Legal Name

**Address**: Address

DUNS Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No. BiH Turizam-HO-002.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

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

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

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

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

[ ]  Yes [ ]  No

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

[ ]  Yes [ ]  No

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

[ ]  Yes [ ]  No

1. Does your business or organization maintain an active registration in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?

[ ]  Yes [ ]  No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

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

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

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

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

Subcontractor Size Self-Certification Form

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

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

**Primary NAICS Code**: 541990

**Company Name**: Full legal name

**Address**: Street address

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

**DUNS Number**: [enter the [Data Universal Numbering System (DUNS)](http://fedgov.dnb.com/webform) here.]

**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](http://www.sba.gov/size)) or contact your local SBA office.

[ ]  Small Business [ ]  Large Business [ ]  Nonprofit/Educational [ ]  Government [ ]  Non-US

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

[ ]  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](https://www.sam.gov/portal/SAM/?portal:componentId=9615a076-c195-44d7-9bf4-ff1d3d101e6c&interactionstate=JBPNS_rO0ABXc0ABBfanNmQnJpZGdlVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**&portal:type=action#1) or [Dynamic Small Business Database Search](http://dsbs.sba.gov/dsbs/dsp_searchhubzone.cfm)  as of / / conducted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

52.222-56 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (January 2019)

The Offeror/Subcontractor Certifies that:

1. It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;
2. The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
	1. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
	2. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
	3. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
	4. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
	5. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
3. The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.
4. After having conducted due diligence, either—

(i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,

(ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.**

**Annex 4**

**DUNS and SAM Registration Guidance**

**What is DUNS?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is CCR/SAM?**

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

**When should I register in SAM?**

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

(1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**

(2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**,

(3) The public have **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at [https://www.sam.gov](https://www.sam.gov/portal/SAM/#1). There is NO fee to register for this site.

**Why should I register in SAM?**

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

1. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
2. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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

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

**How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: <https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf>

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

<https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf>

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

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

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

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

\* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

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

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

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

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