

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION A. COVER PAGE

Time and Materials FDR Form Indefinite Quantity/Indefinite Delivery Subcontract

Between

CHEMONICS INTERNATIONAL INC.

And

[Successful Offeror's Name]

Hereinafter referred to as the Subcontractor

For

Green Recovery Investment Platform (GRIP) GRIP

Under 7200AA22C00044

Subcontract number: **SUBIQC-###**

Start Date: **[To be completed at award]**

End Date: **10/31/2027**

Ceiling Price: **\$2,500,000**

ISSUED BY:

Chemonics International Inc.
1275 New Jersey Avenue SE, Suite 200
Washington, D.C. 20003

ISSUED TO:

[Successful Offeror's Name]

[Successful Offer's Address]

Subcontractor Tax ID Number:

Subcontractor UEI Number:

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

CONTENTS

SECTION A. COVER PAGE.....	1
SECTION B. SERVICES AND COSTS.....	4
SECTION C. STATEMENT OF WORK.....	13
SECTION D. PACKAGING AND MARKING	21
SECTION E. INSPECTION AND ACCEPTANCE.....	22
SECTION F. DELIVERY AND PERFORMANCE	26
SECTION G. SUBCONTRACT ADMINISTRATION.....	32
SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS	35
SECTION I. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID	
PRIME CONTRACTS	54

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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.

Chemonics International, Inc.

[Successful Offeror's Name]

By,

By,

[To be completed upon award]

[To be completed upon award]

Chemonics International Inc.

Date: _____

Date: _____

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION B. SERVICES AND COSTS

B.1 SUBCONTRACT PURPOSE

The purpose of this Indefinite Quantity Subcontract is to provide fund management services for the Climate Gender Equity Fund (CGEF) to Chemonics in support of achieving the objectives of the Climate Finance for Development Accelerator (CDFA, or The Accelerator) also referred to contractually as the Green Recovery Investment Platform (GRIP).

B.2 SUBCONTRACT TYPE

[To be completed upon award]

(1) This is an Indefinite Delivery/Indefinite Quantity Subcontract utilizing individual Sub-Task Orders (defined herein) to provide the technical supplies and/or services within the general Statement of Work in Section C. The Subcontract period of performance ("Term") is stated in Section F.1.

(2) Delivery or performance shall be made only as authorized by individual T&M FDR Sub-Task Orders issued hereunder, which shall be priced on a in accordance with the negotiated rates and limitations in Section B.

(3) The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in Sub-Task Orders up to and including the quantity designated in this Subcontract as the "Maximum Subcontract Ceiling." Chemonics will order at least the quantity of supplies or services designated in the Subcontract as the "Minimum Order Guarantee." There is no limit on the number of Sub-Task Orders that may be issued. Chemonics may issue Sub-Task Orders requiring delivery to multiple destinations or performance at multiple locations.

(4) Any Sub-task Order issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the Sub-Task Order. The Subcontract shall govern the Subcontractor's and Chemonics' rights and obligations with respect to that Sub-Task Order to the same extent as if the Sub-Task Order were completed during the Subcontract's effective period.

B.3 PRICING DETAIL

[To be completed upon award]

B.3(a) MINIMUM ORDER GUARANTEE

This Subcontract includes an initial obligation of funds in the amount of \$1,000 to cover the minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

minimum order amount of services. Following this initial obligation, individual sub-task orders will obligate funds to cover the work required under each sub-task order.

B.3(b) MAXIMUM SUBCONTRACT CEILING

This Subcontract includes a ceiling price in the amount of \$2,500,000. All sub-task orders issued under this Subcontract shall not exceed this ceiling amount and the Subcontractor shall not be paid any amount in excess of the maximum Subcontract ceiling without advance, written approval of Chemonics.

B.3(c) LABOR

(1) U.S. Expatriate Professionals — Fixed Daily Rates

All U.S. expatriate personnel shall be paid in accordance with the fixed daily rates (FDR) set forth in the Table of Fixed Daily Rates in section (1)(a) below. The fixed daily rates in effect when the subcontract is executed shall remain in effect for the entire subcontract period.

Each fixed daily rate set forth in section B.3(c) (1)(a) below is “loaded” and includes the following:

- Salary cost or consulting fee of the professional individual providing the services
- Payroll costs (fringe benefits, FICA, etc.)
- Indirect costs applicable to labor

When work assignments are to posts where danger pay allowance, post differential, and other allowances (i.e., housing, education, etc.) are granted, these allowances may be budgeted as direct costs, but are not and must not be included in the fixed daily rate. Fixed daily rates must include consideration of the Subcontractor's established personnel policies and procedures, except what is covered as Material Cost in section B.3(d) below.

Fixed daily rates must not include or be applied to costs covered as Material in section B.3(d), such as travel and transportation, local office, etc.

The fixed daily rates set forth in section B.3(c) (1) (a) must be fixed for the subcontract period.

(a) Fixed daily rates chart

The following are the fixed daily rates for U.S. expatriates:

[To be completed upon award]

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

No.	Labor Category	Level	Fixed Daily Rates			
			IQS Year 1	IQS Year 2	IQS Year 3	IQS Option Year 1
1	Fund Director	Senior				
		Mid				
2	Grants Manager	Senior				
		Mid				
3	Labor Category 3	Senior				
		Mid				
		Junior				
4	Labor Category 4	Senior				
		Mid				
		Junior				
5	Labor Category 5	Senior				
		Mid				
		Junior				
6	Labor Category 6	Senior				
		Mid				
		Junior				

(b) Labor categories

[To be completed upon award]

No.	Labor Category	Description
1	Fund Director	
2	Grants Manager	
3		
4		
5		

(c) Labor categories levels and required minimum qualifications

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

[To be completed upon award]

Labor Category	Level	Required Years of Experience

(d) Work-days ordered

Chemonics will order work-days as specified under sub-task orders issued in accordance with the ordering clause of this Subcontract.

(2) Locally hired national personnel (CCNs) or other non-U.S. expatriates (TCNs)

(a) *Unburdened salary rates.* The negotiated rates for locally hired national personnel or other non-U.S. expatriate personnel shall be based upon a combination of factors, including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary/or and consultant rate history over the most recent three-year period {insert factors as allowed under the Prime Contract}. Compensation paid to locally hired personnel or other non-U.S. expatriates shall not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by Chemonics' client (e.g., local FSN scale) except as approved by Chemonics' client through Chemonics in writing. Compensation to locally hired national personnel or other non-U.S. expatriates shall be paid in the currency of the cooperating country unless otherwise authorized by Chemonics' client through Chemonics.

(b) *Salary multiplier(s).* The Subcontractor shall recover indirect costs and fee/profit, if any, under this Subcontract through a "multiplier" applied to the negotiated unburdened salary of locally hired national and third country national personnel as approved, in advance, by Chemonics. The negotiated multiplier(s) set forth below are fixed for the respective subcontract periods. The multiplier will be applied to locally hired or other non-U.S. personnel's unburdened salary (hourly/daily rate), as listed in the furnished executed biodata and approved, in advance by Chemonics. The multiplier must not include or be applied to materials costs.

The fixed multiplier(s) for locally hired national personnel or other non-U.S. expatriates under this subcontract is as follows:

{Subcontract Year XX: XX}

{Subcontract Year YY: YY}

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

Note: The multiplier rate listed above includes a factor of 1.0 to capture the salary it is applied to plus the factor for applicable indirect costs and fee/profit, if any. In the agreed-upon budget for this subcontract, salaries may be accounted for as a separate line item, accordingly, the multiplier rate listed in the budget may be only the "multiplier balance," which includes only the factor applicable to indirect costs and fee/profit, if any.

(c) *Work-days ordered.* Chemonics will order work-days as specified under sub-task orders issued in accordance with the ordering clause of this Subcontract.

(d) *To Be Determined positions and replacements.* For positions stated as "To Be Determined (TBD)" or for replacements for named individuals, Chemonics' client's prior approval of the rate through Chemonics is required in writing.

B.3(d) MATERIALS

(1) *Materials.* As used in this subcontract, "Materials" means (i) direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the subcontractor under a common control; (ii) lower-tier subcontracts for supplies and incidental services for which there is not a labor category specified in the subcontract; (iii) other direct costs (e.g., incidental services for which there is not a labor category specified in the subcontract, travel, computer usage charges, etc.); and (iv) applicable indirect costs. No profit or fee will be applied to materials, in accordance with FAR 16.601.

(2) *Establishment of Indirect Cost Rate for Materials.* (applied to material cost only)

[To be completed if applicable upon award]

B.3(e) CEILINGS

[To be completed upon award]

The Subcontractor will not be paid any sum in excess of the Obligated Funds or the Subcontract Total Ceiling price or sub-ceiling amount(s) set forth below, whichever is less.

Sub-ceiling Description	Amount
Work-days Ordered (labor)	\${insert amount}
Materials	\${insert amount}
Ceiling Price	\${insert amount}

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(1) Subject to the sub-ceiling price for labor established in this Subcontract and the prior written approval of Chemonics' technical officer, the Subcontractor may adjust the number of days actually employed in the performance of the work by each position specified in B.3(a)(1)(d). The Subcontractor shall attach a copy of Chemonics' approval to the final voucher submitted for payment.

(2) It is the Subcontractor's responsibility to ensure that adjustments to the work-days ordered for each position do not result in costs incurred that exceed the sub-ceiling price for labor of this Subcontract.

(3) The Subcontractor shall not be paid any sum in excess of either the sub-ceiling prices for labor and materials, or the Obligated Funds, or Total Ceiling Price, whichever is less, unless approved in writing by Chemonics through a modification to this Subcontract.

B.4(a) ORDERING (1) Request for Sub-Task Order Proposal (RFTOP)

(a) Upon Chemonics' receipt of a RFTOP from client under Chemonics' prime contract, Chemonics will review the Statement of Work (SOW) and at its own discretion will make a determination regarding the need to obtain technical services from Subcontractor to support client's request.

(b) Should Chemonics make a positive determination, it will request Subcontractor to submit a proposal for the required services. Subcontractors must submit a proposal within the specified time and in accordance with the instructions provided by Chemonics in the request for sub-task order proposal. The information that Chemonics requests from the Subcontractor must be the minimum needed.

(c) To obtain services or other deliverables that are within the scope of this Subcontract, Chemonics may issue orders using any of the pricing types specified in this Subcontract. Payment for Task Orders issued hereunder shall be in accordance with Section G. Subcontract Administration. No separate payment will be made to the Subcontractor for the cost to prepare, submit and/or negotiate a sub-task order proposal.

(2) Sub-Task Order Award, Content, and Administration

(a) The Subcontractor shall not commence work until authorized by Chemonics.

(b) Sub-task Order content. Individual sub-task orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Subcontract. Only Chemonics' Senior Vice President, Project Management, or designee may modify the sub-task order to change the scope, period, or maximum sub-task order ceiling.

(c) Task orders should include the following (as appropriate):

(i) Total sub-task order ceiling cost

(ii) Obligated amount (which shall constitute the maximum liability on behalf of Chemonics)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(iii) Work-days ordered

(iv) Labor and Other Direct Cost sub-ceilings

(v) SOW or performance work statement (PWS) that is based upon performance standards, deliverables, and results to which the Subcontractor shall be held.

(vi) Budget

(vii) Place of performance

(viii) Period of performance

(ix) Logistic support, if any

(x) Language requirements

(xi) Deliverables, results

(xii) Special requirements

(xiii) Sub-task order number and Subcontract number

(xiv) Government-furnished property, if any

(xv) Key personnel, if any

(3) Sub-task order administration

(a) Sub-task order extensions (no cost). Chemonics' Technical Officer has the authority to extend the Subcontractor's performance under the sub-task order beyond the estimated completion date set forth therein, provided that:

(i) This approval is made in writing before the original estimated completion date set forth in the sub-task order and clearly states that the extension is at no additional cost to the sub-task order;

(ii) Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the sub-task order; and

(iii) Performance must not extend beyond the end of the period of performance in Section F.3 of the Subcontract.

Prior to the original estimated completion date, the Subcontractor must provide a copy of Chemonics' written approval for any extension to the term of the sub-task order; in addition, the Subcontractor must attach another copy of Chemonics' approval for such continued performance under the sub-task order to the completion invoice submitted for payment.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(b) Sub-task order labor. Chemonics' Technical Officer has the authority to adjust the number of days ordered within existing labor categories in the sub-task order as long as the total dollar value of labor ordered is not exceeded. The Technical Officer must provide this approval in writing before the Subcontractor may make any adjustment. The Subcontractor must request approval of Chemonics' Senior Vice President, Project Management, or designee if revision of days ordered includes the addition of a labor category not originally included in the sub-task order, or if total dollar value of labor would be exceeded.

(c) Sub-task order ceiling prices. The total sub-task order ceiling price includes a monetary sub-ceiling for total labor ordered and a separate monetary sub-ceiling for all other costs. Chemonics has the authority to approve revisions of costs within each respective sub-ceiling, provided such revision(s) are within the terms and conditions of the sub-task order and Subcontract. Chemonics' Technical Officer does not have the authority to approve revisions that exceed the respective sub-ceilings, move costs from one sub-ceiling category to another, or increase the overall total estimated cost of the sub-task order.

B.4(b) RIGHT TO PROCURE FROM OTHER SOURCES

Chemonics, under the terms of this Subcontract, retains the right to procure similar services from other sources during the period of this Sub-IQC Subcontract.

B.4(c) SUBCONTRACTOR EXCLUSIVITY

Subcontractor agrees that it will not independently submit a proposal to USAID in the areas identified in the Statement of Work under this Subcontract, nor will it participate as a Subcontractor at any tier to any other Prime Contractor under the 7200AA22C00044 Green Recovery Investment Platform (GRIP) (the Prime Contract) that this Subcontract supports for the period of performance of this Subcontract.

SECTION C. STATEMENT OF WORK

C.1 BACKGROUND AND DETAILED STATEMENT OF WORK

Green Recovery Investment Platform (GRIP)

(a) Background

The purpose of the Climate Finance for Development Accelerator (CDFA, or The Accelerator) project, also referred to contractually as the Green Recovery Investment Platform (GRIP), is to mobilize private finance and private sector actions that support the transition to an equitable and resilient net-zero economy while stimulating recovery from the COVID-19 pandemic.

Specifically, the Accelerator is a \$250 million initiative designed to mobilize \$2.5 billion in public and private climate investments by 2030. These investments will fund a range of climate change mitigation and adaptation activities focused on scaling up the transition to an equitable and resilient net-zero economy. The Accelerator is designed to help countries meet their national commitments in alignment with the Paris Agreement through buy-ins initiated by USAID Bureaus and Missions around the world. The Accelerator is organized around the following three objectives that seek to mobilize financial resources for climate adaptation and mitigation priorities in an inclusive, equitable way.

OBJECTIVES	DEMAND-DRIVEN EXAMPLES
<p>Objective 1. Develop and scale effective partnerships and new investment solutions to achieve transformational change in countries where USAID works</p>	<ul style="list-style-type: none"> • Provide investment advisory support to inform fund structuring or attract concessionary capital to de-risk climate investment. • Facilitate local network building to match climate investors with locally-led and designed climate projects. • Issue a grant to provide first-loss type coverage to attract additional private climate finance.
<p>Objective 2. Improve the enabling environment and increase and broaden participation in climate finance including the range and diversity of stakeholders driving climate solutions</p>	<ul style="list-style-type: none"> • Conduct analysis to benchmark readiness for climate finance at the national or subnational level. • Co-design interventions that strengthen the enabling environment and remove barriers to financing sound climate projects.
<p>Objective 3. Expand local and global capacity to bring more resources into climate finance</p>	<ul style="list-style-type: none"> • Finance research to fill critical gaps in climate finance knowledge – for example, providing return on investment information for adaptation sectors where lacking.

In pursuit of these objectives, USAID and Amazon have launched a public-private partnership – the Climate Gender Equity Fund (CGEF, or the Fund) under CFDA - focused on addressing the gender inequities that exist for women in the climate finance ecosystem and to support female entrepreneurs and leaders with the resources necessary to accelerate climate change innovations. Launched with an initial commitment of \$6 million between USAID and Amazon, the Fund seeks to raise at least \$60 million in capital from donors, corporations, and other key actors. With a global mandate, this new initiative will increase access

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

to climate finance for investment vehicles, intermediaries, businesses, and community-based organizations working to support gender-responsive and/or women-led climate solutions in the developing countries where USAID operates. It will also fund efforts to facilitate an increase in the number of women accessing the networks and technical skills needed to accelerate climate change technologies. Implemented by USAID's Climate Finance for Development Accelerator (CFDA), CGEF is a critical tool for achieving sustainable and inclusive climate action that puts women and girls at the forefront of an equitable and just transition.

(b) Scope of Work [Subject to finalization prior to award]

The Subcontractor will provide fund management services including soliciting, awarding, monitoring, and closing out grants issued through the CGEF under sub-task orders.

It is anticipated that the Subcontractor will manage multiple rounds of funding through sub-task orders to include a focus on the following themes to achieve CGEF's objective:

- Support **intermediaries facilitating financing to businesses and organizations** at the intersection of gender and climate. This could include, but is not limited to, business service providers, advisory firms, accelerators, incubators, non-bank financial institutions, as well as network and field building associations.
- Support the development and scale of innovative business models (e.g., technologies, products, and services) that are gender-responsive and climate smart by directly financing women-led and women-benefiting **businesses and investment vehicles** (e.g., debt and equity funds). CFDA and the Fund Manager will provide additional technical assistance, capacity building and access to networks to further link the businesses and investment vehicles to large sources of climate finance.
- Drive thought leadership, policy engagement and community advocacy on gender-responsive climate finance including identifying and removing systemic market barriers for women accessing finance. This may include **grassroots or community-based organizations** working on the frontlines of gender equity and climate finance.

Illustrative CGEF grants may include, but are not limited to, grants that:

- De-risk private investment in gender-responsive climate solutions, such as technologies, products, or services that will reduce, avoid, or sequester CO2 and other greenhouse gasses, in ways that empower women and girls, and build climate smart and resilient value chains and communities.
- Facilitate partnerships with incubators, accelerators, asset managers, or private equity/debt funds, especially women-led entities, focused on increasing finance to and capacity of women-led, women-benefiting, and/or gender-responsive climate businesses.
- Provide catalytic capital to scale blended finance vehicles investing technologies, products, or services to address issues at the nexus of climate change and gender inequality.
- Support local financial institutions to develop and increase gender-equitable access and uptake of new and/or innovative products and services, e.g., climate insurance.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

- Support women's adoption, uptake, and scale of climate mitigating and adaptive technologies and business models.
- Provide capacity building or technical assistance to local gender equality grassroots or community-based organizations or women's associations working to identify and remove systemic market barriers and create a robust ecosystem for gender-responsive climate finance.

The Subcontractor will coordinate and work closely with USAID and corporations and donors serving on the CGEF Advisory Committee. All grants issued by the Subcontractor must be in accordance with industry best practices, to be detailed by the Subcontractor and approved by the CFDA. At a minimum, the Fund Manager will be responsible for the following:

- Administration and management of the Fund including:
 - Designing and managing the grants selection processes and procedures
 - Mobilizing and supervising an experienced grants management team
 - Organizing grant selection committees
 - Developing grant funding round solicitations, to be approved by the Advisory Committee (AC)
 - Managing a competitive and transparent evaluation process
 - Selecting key climate finance and gender impact results for each grant, in collaboration with CFDA and in accordance with recommendations by the AC
 - Drafting awards and disbursing funds to awardees and
 - Monitoring grant recipients' implementation progress and collecting data on activity outcomes
- Consulting with CFDA on best practices and procedures for grants portfolio management.
- Facilitating and managing contributions from corporate partners and other donors to the Fund,
- Supporting donor engagement and fundraising meetings in collaboration with USAID, Amazon, and CFDA.
- Supporting outreach and marketing efforts for the Fund, including the development and dissemination of communications materials on CGEF impact and outcomes.
- Reporting semi-annually on key performance indicators (KPIs) on the Fund Manager's performance, Fund progress, and results from grant recipient activities. , Fund Manager KPIs and expected grant recipient results will be established upon award (see below).
- Supporting CFDA in their role as the secretariat to the AC, which includes USAID, Amazon as well as other corporate partners and donors. This includes support in the formation and operations of the AC.

C.2 SUBCONTRACTOR'S RESPONSIBILITIES

[To be completed upon award]

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

C.3 CHEMONICS INTERNATIONAL'S RESPONSIBILITIES

[To be completed upon award]

C.4 FURNISHED PROPERTY AND LOWER-TIER SUBCONTRACTING

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

C.5 WORKING RELATIONSHIPS

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

C.6 TEAM COMPOSITION AND QUALIFICATIONS

The Subcontractor shall determine the appropriate composition and qualifications of its team per the guidelines herein. Chemonics and USAID, through Chemonics if required, shall have approval over the key personnel. Below is an illustrative list of professional staff roles, responsibilities, and qualifications.

[To be completed upon award]

C.7 LANGUAGE REQUIREMENTS

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

C.8 PERSONNEL COMPENSATION (not applicable to labor paid through Fixed Daily Rates (FDRs))

(a) Limitations

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

(b) Approvals

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

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

The ceiling for reimbursable salaries and wages paid under this subcontract for host-country personnel is set by the USAID Foreign Service Nationals scale in effect for the host country, unless advance written

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

approval is given by Chemonics. If Section B.3 sets forth Ceiling Daily Rates (CDRs) for specific labor categories, the CDRs are the maximum amount the Subcontractor shall charge under this Subcontract for salaries and wages.

(c) Salaries During Travel

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

(d) Return of Overseas Employees

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

(e) Annual Salary Increases

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

(f) Consultants

No compensation for consultants will be reimbursed unless their use under the subcontract has the advance written approval of Chemonics., and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by Chemonics: the maximum FSN daily rate for host-country nationals, or the USAID CST daily salary rate for expatriate personnel.

(g) Third Country and Cooperating Country Nationals

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

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

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

C.9 WORK WEEK

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

Six Day Work Week: A six day work week may be authorized, in writing, by Chemonics for short-term consultants or employees on a case by case basis. Although a six day work week may be authorized, the Subcontractor shall not pay or bill for post differential and/or danger pay for the 6th day worked. Per USAID policy, the Subcontractor may only invoice for post differential and danger pay based on the employee's basic compensation as defined by AIDAR 752.7028, a 40-hour standard work week.

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

C.10 INTERNATIONAL TRAVEL and APPROVAL NOTIFICATION REQUIREMENT

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

C.11 LOCAL TRAVEL APPROVALS

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

C.12 EMERGENCY LOCATOR INFORMATION

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

- The name, address, and telephone number(s) of each individual's next of kin.

C.13 ORGANIZATIONAL CONFLICTS OF INTEREST

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

C.14 CHANGES

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

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

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

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

C.15 SECURITY

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION D. PACKAGING AND MARKING

D.1 MARKING

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

D.2 BRANDING POLICY

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

DRAFT

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION E. INSPECTION AND ACCEPTANCE

E.1 RESPONSIBLE OFFICIAL AND PLACE OF INSPECTION AND ACCEPTANCE

[To be completed upon award]

Chemonics' inspection and acceptance of services, reports, and other required deliverables shall take place at Chemonics' head office in Washington, DC or other designated locations. The **{insert Technical Officer/Chief of Party}**, or **his/her** designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

E.2 INSPECTION AND ACCEPTANCE

[FAR 52.246-6 Inspection – Time and Materials Labor Hours (As Altered)]

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

“Subcontractor’s managerial personnel” means any of the Subcontractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of —

- (1) All or substantially all of the Subcontractor’s business;
- (2) All or substantially all of the Subcontractor’s operation at any one plant or separate location where the subcontract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this Subcontract.

“Materials” includes data when the subcontract does not include the Warranty of Data clause.

(b) *Inspection system.* The Subcontractor shall provide and maintain an inspection system acceptable to Chemonics covering the material, fabricating methods, work, and services under this Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to Chemonics during the subcontract performance and for as long afterwards as the Subcontract requires.

(c) *Right to inspect.* Chemonics has the right to inspect and test all materials furnished and services performed under this Subcontract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Chemonics may also inspect the plant or plants of the Subcontractor or any lower-tier subcontractor, if approved, engaged in subcontract performance. Chemonics shall perform inspections and tests in a manner that will not unduly delay the work.

Green Recovery Investment Platform (GRIP)

(d) If Chemonics performs inspection or testing on the premises of the Subcontractor or lower-tier subcontractors, if approved, the Subcontractor shall furnish and shall require lower-tier subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the subcontract, Chemonics shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 90 days after the date of delivery, unless accepted earlier.

(f) At any time during subcontract performance, but not later than six months (or such other time as may be specified in the subcontract) after acceptance of the services or materials last delivered under this Subcontract, Chemonics may require the Subcontractor to replace or correct services or materials that at time of delivery failed to meet subcontract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials clause of this Subcontract, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Subcontractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Subcontractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Chemonics), Chemonics may —

(i) By contract or otherwise, perform the replacement or correction, charge to the Subcontractor any increased cost, or deduct such increased cost from any amounts paid or due under this Subcontract; or

(ii) Terminate this Subcontract for default.

(g)(2) Failure to agree to the amount of increased cost to be charged to the Subcontractor shall be a dispute under the dispute clause of this Subcontract.

(h) Notwithstanding paragraphs (f) and (g) of this clause, Chemonics may at any time require the Subcontractor to remedy by correction or replacement, without cost to Chemonics, any failure by the Subcontractor to comply with the requirements of this Subcontract, if the failure is due to —

(1) Fraud, lack of good faith, or willful misconduct on the part of the Subcontractor's managerial personnel; or

(2) The conduct of one or more of the Subcontractor's employees selected or retained by the Subcontractor after any of the Subcontractor's managerial personnel has reasonable grounds to

Green Recovery Investment Platform (GRIP)

believe that the employee is habitually careless or unqualified or such actions have been reported by Chemonics.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this Subcontract.

(j) The Subcontractor has no obligation or liability under this Subcontract to correct or replace materials and services that at time of delivery do not meet subcontract requirements, except as provided in this clause or as may be otherwise specified in the subcontract.

(k) Unless otherwise specified in the subcontract, the Subcontractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.3. SUBCONTRACTOR PERFORMANCE STANDARDS

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in a manner consistent with the principles articulated in Chemonics' Standards of Business Conduct, accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. Chemonics Standards of Business Conduct may be downloaded at https://www.chemonics.com/wp-content/uploads/2017/10/English_Code_of_Ethics_Nov2016.pdf. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor's employees shall not act as agents or employees of Chemonics.

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

· Reports

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

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

E.4. MONITORING AND EVALUATION

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION F. DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

For this Indefinite Delivery/Indefinite Quantity Subcontract (Subcontract), the following determine the periods of performance for the Subcontract and Sub-Task Orders (Sub-TOs) issued hereunder:

[To be completed upon award]

Subcontract Ordering Period: Sub-TOs may be issued under this Subcontract from the effective date of the Subcontract through [To be completed upon award]. Sub-TOs may be issued at any time during the ordering period. Once the Subcontract ordering period ends, no new Sub-TOs may be issued.

Subcontract Period of Performance: The Subcontract period of performance begins on the effective date of the Subcontract until the last Sub-TO expires. Clauses, terms and conditions that are located in the Subcontract and govern sub-TOs continue to be valid and in-force, and able to be modified if necessary, throughout the Subcontract period of performance.

Sub-Task Order Period of Performance: A sub-task order period of performance may extend by up to [To be completed upon award]

years past the end of the Subcontract Ordering Period.

In the event that Chemonics' client modifies Chemonics' prime contract, Chemonics may, at its discretion, extend or reduce the period of performance of this Subcontract or any Sub-TOs issued hereunder.

F.2 KEY PERSONNEL

[To be completed upon award]

The key personnel whom the Subcontractor shall furnish for the performance of this subcontract are as follows:

[NAME] [TITLE]

[NAME] [TITLE]

[NAME] [TITLE]

The key personnel identified above are considered essential to the work being performed. Unless otherwise agreed to in writing by Chemonics, the Subcontractor shall be responsible for providing such personnel for performance for the term required in the position description. Failure to provide the personnel approved by Chemonics may be considered Subcontractor nonperformance unless such failure

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

is beyond the control and through no fault or negligence of the Subcontractor. The Subcontractor shall immediately notify Chemonics of any personnel's departure and the reasons therefore. The Subcontractor shall take steps to rectify this situation immediately and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the Subcontractor's activities. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID, through Chemonics, if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion. Chemonics will not pay for early repatriation of departing long-term personnel, or fielding costs of replacement personnel, respectively, without the prior written approval of the USAID Contracting Officer through Chemonics.

F.3 DELIVERY SCHEDULE FOR REPORTS

[To be completed upon award]

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

- Periodic Progress Reports and Work Plans. The subcontractor shall provide input for periodic progress reports and work plans including semi-annual progress reports as required by Chemonics for fulfillment of its reporting requirements under CFDA.
- Specific reporting requirements will be identified and detailed under Sub-Task Orders.

F.5 STOP WORK ORDER

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

DRAFT

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION G. SUBCONTRACT ADMINISTRATION

[To be completed upon award]

G.1 TECHNICAL DIRECTION

(a) Only Chemonics' Senior Vice President {insert SVP name based on authority matrix} has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

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

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to {insert name of COP} or other authorized project staff member.

G.2 ASSIGNMENT AND RELEASE OF CLAIMS

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

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

(b) Assignment and release of claims certification.

IN WITNESS WHEREOF, this release has been executed this ____ day of _____, 20__.

SUBCONTRACTOR _____

By _____

Title _____

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

G.3 PRIVACY OF CONTRACT AND COMMUNICATIONS

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

G.4. PAYMENT TERMS

(7) *Overtime*. Unless the Schedule prescribes otherwise, the hourly/daily rates(s) in the Schedule shall not be varied by virtue of the Subcontractor having performed work on an overtime basis. If no overtime rate(s) are provided in the Schedule and overtime work is approved in advance and in writing by Chemonics, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Dispute clause of this subcontract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved in writing by Chemonics.

(b) *Materials*.

(1) For the purposes of this clause —

(i) ***“Direct materials”*** means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) ***“Materials”*** means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Subcontractor under a common control;

(B) Lower-tier subcontracts for supplies and incidental services for which there is not a labor category specified in the subcontract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the subcontract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Subcontractor furnishes its own materials that meet the definition of a commercial item, the price to be paid for such materials shall not exceed the Subcontractor's established catalog or market price, adjusted to reflect the —

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of subcontract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, Chemonics will reimburse the Subcontractor for allowable cost of materials provided the Subcontractor —

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Subcontractor's payment request to Chemonics and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to FAR 52.216-7 Allowable Cost and Payment. Chemonics will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this Subcontract.

(5) The Subcontractor may include allowable indirect costs and other direct costs to the extent they are — (i) comprised only of costs that are clearly excluded from unburdened hourly rates and multiplier; (ii) allocated in accordance with the Subcontractor's written or established accounting practices; and (iii) indirect costs are not applied to lower-tier subcontracts that are paid at the hourly rates.

(6) To the extent able, the Subcontractor shall — (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Subcontractor shall promptly notify Chemonics and give the reasons. The Subcontractor will give credit to Chemonics for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Subcontractor or would have accrued except for the fault or neglect of the Subcontractor. The Subcontractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Subcontractor, or loss through fault of Chemonics.

(7) Chemonics will not pay profit or fees to the Subcontractor on materials.

(c) *Subcontract consent.* Chemonics will not be required to reimburse the Subcontractor for any costs incurred under the subcontract prior to the date that Chemonics obtains consent to subcontract from client. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of Chemonics. Subcontractor shall not enter into any lower-tier subcontract without obtaining prior written consent from Chemonics and USAID.

(d) *Total ceiling price and obligated amount.* Payments to the Subcontractor under this subcontract shall not exceed the ceiling cost or obligated amount, whichever is less, set forth in section B.3 of this subcontract.

(e) *Invoices.* The Subcontractor will submit one original plus one copy of its invoice on the third day of each month following the invoice period.

Once received, Subcontractor invoice submissions will be reviewed by Chemonics for allowability of costs under the terms of the subcontract. Chemonics will pay the Subcontractor's invoice ordinarily before Chemonics submits its next invoice to USAID, which will be approximately 45 days from the date of receipt of an acceptable invoice from the Subcontractor.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

All payments made by Chemonics to the Subcontractor are subject to U.S. Government audit, as described in FAR 52.215-2 "Audit and Records-Negotiation" (March 2009) Alternate II.

The Subcontractor agrees to refund promptly to Chemonics any payments by Chemonics that are subsequently suspended or disallowed, and Chemonics agrees to act on behalf of the Subcontractor to attempt reinstatement of any suspended or disallowed charges, provided that the Subcontractor makes available the necessary supporting data justifying reimbursement.

(e)(1) *Proper invoice*. Each invoice shall be broken down by the line items listed in the Subcontract budget, in a form and in sufficient detail as may be required by Chemonics and/or client agencies. Such invoice shall itemize costs incurred during the billing period and shall include negotiated unburdened labor rates, applicable multiplier, and materials. Copies of the Subcontractor's invoice backup documentation shall be attached as outlined in G.4(e)(3).

Each invoice shall include the following information:

- (i) Subcontractor's name and official address;
- (ii) The period covered by the invoice and the invoice date;
- (iii) Description, price, and quantity of services delivered;
- (iv) A breakdown for the billing period of each individual's unburdened hourly/daily salary rate, applicable multiplier, and days provided/performed;
- (v) A breakdown for the billing period of the materials incurred and paid;
- (vi) A statement of cumulative funds expended and funds remaining;
- (vii) Payment account corresponding to the authorized account listed in Section G.4(e)(2)
- (viii) Subcontractor point of contact; and
- (ix) Certification described in G.4(j)(2).

(e)(2) *Payment Account Information*. Chemonics shall remit payment corresponding to approved 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:

- (i) Account name: {INSERT Account name provided by the Subcontractor}
 - (ii) Bank name: {INSERT Subcontractor's bank name}
 - (iii) Bank address or branch location: {INSERT Subcontractor's bank address or branch location}
- (iv) Account number: {INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable}

(e)(3) *Backup documentation*. The original invoice shall be in the format approved by Chemonics, and sent in a hard-copy format with copies of the following backup documentation attached:

- Copies of time records for all staff being billed in the period covered by the invoice.
- All other direct reimbursable costs greater than US\$75 including travel, transportation, allowances, communications, reproduction (must be supported by itemized bills, invoices, or receipts), with the exception of taxi fares under \$75, which must be documented with a receipt or, if under \$25, may be certified by the traveler.

Chemonics will make suitable reductions for any disallowance or indebtedness by the Subcontractor by applying the proceeds of the invoice first to such deductions and next to any unliquidated balance of advance remaining under this subcontract.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

The Subcontractor agrees that all approvals that are required by the provisions of this subcontract shall be preserved and made available as part of the Subcontractor's records which are required to be preserved and made available by the clauses of this subcontract entitled "Audit and Records" to the same extent as are required of Chemonics by the clauses in the prime contract entitled "Audit and Records."

(f) *Completion invoice.* Upon receipt and approval of the invoice designated by Subcontractor as the "completion invoice" and supporting documentation, and upon compliance by the Subcontractor with all terms of this subcontract, Chemonics shall promptly pay any balance due to the Subcontractor. The completion invoice, and supporting documentation, shall be submitted by the Subcontractor as promptly as practicable following the completion of the work under this subcontract, but in no event later than 90 days (or such longer period as Chemonics may approve in writing) from the date of completion.

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

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Subcontractor.

(h) *Paying office.* Claims for payment under this subcontract shall be submitted to Chemonics' {insert title}, {name}, or his/her successor or designee at the following address:

Chemonics International Inc.

1275 New Jersey Avenue SE, Suite 200

Washington, D.C. 20003

Chemonics' technical officer {insert name & title} is the designated representative authorized to approve invoices under this subcontract.

(i) *Currency.* The Subcontractor shall be reimbursed for reasonable, allowable, allocable, and necessary costs incurred during performance of this Subcontract, subject to the clauses of this subcontract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), and other applicable terms and conditions of this Subcontract.

Subcontractor costs will be reimbursed in U.S. dollars.

(j) *Invoice form* — AIDAR 752.7003 (NOV 1998)

(j)(1) Claims for reimbursement or payment under this subcontract must be submitted to the Paying Office indicated in this subcontract. The Subcontractor must submit either paper or electronic invoices, which shall be identified by the appropriate subcontract number, in the amount of dollar expenditures made during the period covered and shall include a certification signed by Subcontractor authorized representative. The form provides for the information to be reported with the following elements:

Total Expenditures

[Document Number: XXX-X-XX-XXXX-XX]

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

Line Description Amount invoiced Amount invoiced

Item No. to date this period

001 Service Desc., Line Item 001 US\$XXXX.XX US\$ XXXX.XX

002 Service Desc., Line Item 002 US\$XXXX.XX US\$XXXX.XX

Total US\$XXXX.XX US\$XXXX.XX

(j)(2) The fiscal report shall include the following certification signed by an authorized representative of the Subcontractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of this subcontract and are correct: the sum claimed under this subcontract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Subcontractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this subcontract; all required Chemonics approvals have been obtained; and appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this subcontract.

BY: _____

TITLE: _____

DATE: _____

(j)(3) Upon compliance by the Subcontractor with all the provisions of this subcontract, acceptance by Chemonics of the work and final report, and a satisfactory accounting by the Subcontractor of all Chemonics-owned property for which the Subcontractor had custodial responsibility, Chemonics will promptly pay to the Subcontractor any monies due under the completion invoice. Chemonics will make suitable reduction for any disallowance or indebtedness by the Subcontractor by applying the proceeds of the invoice first to such deductions and next to any unliquidated balance of advance remaining under this Subcontract.

(j)(4) The Subcontractor agrees that all approvals of Chemonics that are required by the provisions of this subcontract shall be preserved and made available as part of the Subcontractor's records that are required to be presented and made available by the clause of this contract entitled "Audit and Records — Negotiation" {Insert Alternate II if Subcontractor is a nonprofit.} .

G.5. SET OFF CLAUSE

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE AND SOURCE AND NATIONALITY REQUIREMENTS

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

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

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

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

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

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. 40118](#)) (Fly America Act) requires that all Federal agencies and Government contractors and

Green Recovery Investment Platform (GRIP)

subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

H.3 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

H.4 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) (Jun 2022)
[Updated by AAPD 22-01 — 06/10/22]

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

- (b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22]

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

- (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.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

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

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

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of 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.

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(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.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

H.5 CONFIDENTIALITY

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

H.6 INTELLECTUAL PROPERTY

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

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

(1) Subcontractor's name.

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

(3) Subcontract number.

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

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

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

(7) The final report is an updated cumulative report of the interim report.

(8) Reports are required even if the Subcontractor did not pay any taxes during the report period.

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

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

(i) "Subcontract" means this subcontract.

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

(iii) "Foreign government" includes any foreign governmental entity.

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

(d) *Where.* Submit reports to:

Chemonics Technical Officer

[NAME]

[TITLE]

[E-MAIL ADDRESS]

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

In accordance with FAR 52.219-9, if the total value of this subcontract is \$650,000 or greater and there are further subcontracting opportunities under the subcontract, the Subcontractor is required to submit an ISR to Chemonics. This standard form will be included with Chemonics' submission sent to the Office of Small and Disadvantaged Business Utilization at USAID biannually. Chemonics will remind the Subcontractor of submission dates to meet this requirement.

H.9 ASSIGNMENT AND DELEGATION

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

H.10 DISPUTES

(a) Disputes Based on Client Actions.

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

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

(b) Other Disputes. All disputes not covered under subparagraph (a) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.¹

Green Recovery Investment Platform (GRIP)

- (c) Duty to Continue to Perform. Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.
- (d) Limitations. Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed the total amount paid under the Task Order in dispute. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.
- (e) The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

H.11 INDEMNITY

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

H.12 TERMINATION

(a) Chemonics may terminate performance of work under this Subcontract in whole or, from time to time, in part, if (1) the Senior Vice President, or if this Subcontract is for less than \$5,000,000, the Project Management Unit (PMU) Director or their respective designee determines that a termination is in Chemonics' interest; or (2) The Subcontractor defaults in performing this Subcontract and fails to cure the default within 10 days (unless extended by the Senior Vice President, or PMU Director, or designee after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance. (b) The Senior Vice President, or Project Management Director, or designee, shall terminate by delivering a Notice of Termination to the Subcontractor specifying whether termination is for default of the Subcontractor or for convenience of Chemonics, the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of Chemonics.

Green Recovery Investment Platform (GRIP)

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

- (1) Stop work as specified in the notice.
- (2) Place no further lower tier subcontracts or orders (referred to as lower tier subcontracts in this clause), except as necessary to complete the continued portion of the Subcontract.
- (3) Terminate all lower tier subcontracts to the extent they relate to the work terminated.
- (4) Assign to Chemonics, as directed by the Senior Vice President, or PMU Director or designee, all right, title, and interest of the Subcontractor under the lower tier subcontracts terminated, in which case Chemonics shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Senior Vice President, or PMU Director or designee, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower tier subcontracts, the cost of which will be reimbursable in whole or in part under this subcontract; approval or ratification will be final for purposes of this clause.
- (6) Transfer title (if not already transferred) and, as directed by the Senior Vice President, or PMU Director or designee, deliver the following to Chemonics:
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; (ii) The completed or partially completed plans, drawings, information, and other property that, if the subcontract had been completed, would be required to be furnished to Chemonics; and (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this subcontract, the cost of which the Subcontractor has been or will be reimbursed under this subcontract.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which Chemonics has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Senior Vice President, or PMU Director or designee, any property of the types referred to in paragraph (c)(6) of this clause; *provided, however*, that the Subcontractor (i) is not required to extend credit to any purchaser, and (ii) may acquire the property under the conditions prescribed by, and at prices approved by the Senior Vice President, or PMU Management Director or designee. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Chemonics under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Senior Vice President, or PMU Director or designee.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

(e) Reserved.

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

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

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

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

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

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

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

(2) The amount finally determined on an appeal.

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

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

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

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

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

Green Recovery Investment Platform (GRIP)

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

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

H.13 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

H.14 USAID DISABILITY POLICY

[Required by USAID Disability Policy — AAPD 0417]

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

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

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

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

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

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

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

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

H.16 COMPLIANCE WITH U.S. EXPORT LAWS

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

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

H.17 GRATUITIES AND ANTI-KICKBACK

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

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

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

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

(a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

(Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

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

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

H.19 SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS

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

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

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

H.20 EXECUTIVE ORDER ON TERRORISM FINANCING

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

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

- (a) Public Availability of Information.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

(c) Impracticality of Registration.

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

(d) Remedy.

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

H.22 MISCELLANEOUS

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

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

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

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

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

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

H.23 STANDARD EXPANDED SECURITY

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

I.1 INCORPORATION OF FAR AND AIDAR CLAUSES

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

I.2 GOVERNMENT SUBCONTRACT

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

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

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

I.3 NOTES

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

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.

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

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

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

I.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

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

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

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

Clause Number	Title	Date	Notes and Applicability
52.202-1	DEFINITIONS	JUN 2020	All subcontracts regardless of value
52.203-3	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020	All subcontracts regardless of value (Note 1 applies)
52.203-8	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)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.203-10	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	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	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN 2020	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020	All Subcontracts equal to or greater than the simplified acquisition threshold.
52.204-06	UNIQUE ENTITY IDENTIFIER	OCT 2016	All Subcontracts equal to or greater than \$30,000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUN 2020	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020	All Subcontracts > \$35,000. (Note 2 applies)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)
52.215-2	AUDITS AND RECORDS - NEGOTIATION	JUN 2020	All subcontracts equal to or greater than the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemomics" in paragraph (d)(1).)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	JUN 2020	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN 2020	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	JUN 2020	Applies if Subcontract is above the simplified acquisition threshold and is not otherwise exempt under FAR 15.403.
52.215-14	INTEGRITY OF UNIT PRICES	JUN 2020	Applies if Subcontract > \$150,000. Delete paragraph (b) of the clause.
52.215-15	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	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	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.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.215-18	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	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	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	JUN 2020	(Note 2 applies)
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	JUN 2020	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
52.216-7	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "3 years." The references to government entities in paragraph (d) are unchanged.)
52.216-8	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	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.)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.216-11	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	ORDERING	AUG 2020	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-19	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
52.217-9	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	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	JUN 2020	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
52.222-3	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

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

			Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
52.222-21	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	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies of clause 52.222-26 applies.
52.222-26	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	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S., Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	Applies if this Subcontract is above the simplified acquisition threshold. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts above the <i>simplified acquisition threshold</i> . Does not apply to Subcontracts performed <i>entirely</i> outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold.
52.222-50	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.)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020	Applies to all subcontracts regardless of value.
52.223-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS	SEP 2021	Applies to all international Subcontractors based in the United States or its outlying areas which have a total value that exceeds the simplified acquisition threshold and are for the provision services or construction.
52.225-1	BUY AMERICAN ACT -- SUPPLIES	JUN 2020	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
52.227-9	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
52.227-14	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	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	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.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.228-9	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
52.229-8	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	COST ACCOUNTING STANDARDS	JUN 2020	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	JUN 2020	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
52.230-5	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	JUN 2020	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
52.230-6	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	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	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	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives

Green Recovery Investment Platform (GRIP)

			accelerated payments under the prime contract. (Note 1 applies.)
52.233-3	<p>PROTEST AFTER AWARD</p> <p>Alternate 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.</p>	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	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.
52.242-1	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	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
52.242-4	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	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.242-15	STOP-WORK ORDER	AUG 1989	Notes 1 and 2 apply.
	Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.		
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
52.243-2	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
52.243-3	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	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020	Applies to Subcontracts for commercial items only.
52.245-1	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

Green Recovery Investment Platform (GRIP)

			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	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies 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	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
52.246-5	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	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	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-6	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	DEFAULT FIXED PRICE SUPPLY & SERVICE.	APR 1984	Applies to all Fixed Price Subcontracts.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

52.249-14	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)
---------------------------	------------------	----------	---

The following AIDAR clauses apply to this Contract:

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used or (i) if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

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

Subcontractor Name:

Subcontractor UEI Number:

Subcontract or Sub-Task Order Number:

Subcontract or Sub-Task Order Start Date:

Subcontract or Sub-Task Order Value:

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

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

Yes No

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

- (i) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI 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?:

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

- ___ Yes ___ No
- (ii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:
- ___ Yes ___ No
- (iii) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?
- ___ Yes ___ No
- (iv) If you have indicated "Yes" for paragraph (i) and "No" for paragraph (ii) and (iii) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

1. Name: _____

Amount: _____

2. Name: _____

Amount: _____

3. Name: _____

Amount: _____

4. Name: _____

Amount: _____

5. Name: _____

Amount: _____

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

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

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial

SubIQC-###

[Successful Offeror's Name]

Green Recovery Investment Platform (GRIP)

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