

Request for Proposals

RFP # BiH Turizam-HO-005

For the provision of

Supporting the USA Roadshow of USAID Developing Sustainable Tourism (Turizam)

Contracting Entity:
Chemonics International Inc

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

Funded under:
Bosnia and Herzegovina, USAID Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam)

Prime Contract Number 72016820C00004

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

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

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

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

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

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

Please contact BiH Turizam PMU (bosniatourismpmu@chemonics.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

AIDAR	Agency for International Development (USAID) Acquisition Regulation
CFR	Code of Federal Regulations
COP	Chief of Party
CV	Curriculum Vitae
DBA	Defense Base Act
FAR	Federal Acquisition Regulations
FDR	Fixed Daily Rates
IQS	Indefinite Quantity Subcontract
MSEs	Micro and Small Enterprises
POC	Point of Contact
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
STO	Sub Task Order
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Bosnia	USAID Mission in Bosnia-Herzegovina
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID's Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam) under contract number 72016820C00004 is soliciting offers from companies and organizations to submit proposals to support Turizam during their roadshow in the U.S.

USAID's Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam) aims to accelerate economic growth in the tourism sector, which will lead to more jobs, provide sustainable income for producer organizations and tourism-related companies, help to change the "BiH brand", and have a positive spill-over effect to other sectors, such as agriculture, transportation, and environmental protection. The Activity will fuel broad-based tourism-driven economic growth and promote social harmony by capitalizing on its rich cultural heritage and distinctive nature. It will support the Bosnia and Herzegovina (BiH) tourism industry to quickly recover from the negative impacts of the COVID-19 pandemic and set it on a robust growth trajectory toward a sustainable tourism economy. In achieving this overarching goal, Turizam focuses on the following objectives:

- Objective 1: Enabling Environment with the Harmonized Policies and Regulations Necessary for Noticeable Growth in the Tourism Sector Established
- Objective 2: Tourism Quality, Services, and Branding Strengthened Resulting in Improved BiH Tourism Industry
- Objective 3: Tourism Service Providers, Agriculture, and Other Tourism-Related SMEs Gain Improved Access to Finance Resulting in a Substantial Increase in Investment
- Objective 4: Tourism and Agriculture Products Gain Increased Access to Regional and Global Markets

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

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

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

I.2. Chronological List of Proposal Events

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

RFP announcement	May 2, 2024
RFP published	May 3, 2024
Deadline for written questions	May 10, 2024
Answers provided to questions/clarifications	May 17, 2024
Proposal due date	May 31, 2024
Subcontract award (estimated)	June 30, 2024

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Michelle Bucher (BosniaTourismPMU@chemonics.com) no later than **5:00 PM EST May 10, 2024**. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

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

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

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

I.3. Offer Submission Requirements

Proposals must be submitted electronically only.

Emailed offers must be received no later than **5:00 PM EST on May 31, 2024**, at the following address:

Michelle Bucher
Senior Associate
BosniaTourismPMU@chemonics.com

Faxed offers will not be considered.

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

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2. Late offers will be considered at the discretion of Chemonics.

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

signatures should be scanned and sent in PDF format as an email attachment or signed by using e-signatures.

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

I.4. Eligibility Requirements

To be determined responsive, an offer must include all of documents and sections included in I.4 and I.6.

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

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

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

- i. Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country where it is headquartered upon award of the subcontract.
- ii. Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- iii. Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

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

I.5. Source of Funding, Authorized Geographic Code

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

The cooperating country for this RFP is Bosnia and Herzegovina.

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

I.6. Validity Period

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

I.7. Instructions for the Preparation of the Proposal

1. Cover Letter

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

2. Technical Proposal

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

Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 10 and 20 pages long but may not exceed 20 pages in response to the scope of work included in Section II for the anticipated areas of support.

Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 5 and 10 pages long but may not exceed 10 pages. CVs for Key Personnel may be included in an annex to the technical proposal and will not count against the page limit.

Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long but may not exceed 7 pages. Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan.

Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the Offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. The Offeror shall use the Past

Performance Template included in Annex 5. Chemonics reserves the right to check additional references not provided by an offeror.

3. Cost Proposal

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

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

No profit, fees, taxes, or additional costs may be added after award.

I.8 Evaluation and Basis for Award

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

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

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	6 points
	Approach and Methodology – Chemonics will assess whether the proposed program approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently. This includes: 1. <i>Event Organization Support: Evaluation of the proposed strategy for planning and executing the roadshow events in the United States, including creativity and feasibility of the approach.</i>	39 points 9 points

	<p>2. <i>Networking Support: Assessment of the methodology for identifying, vetting, and inviting relevant US-based trade buyers, including the proposed criteria for selection and the process for engaging these buyers.</i></p>	21 points
	<p>3. <i>Supplier Identification Support: Quality of the approach for selecting suitable locations for the events and suppliers for catering, audio-visual equipment, videographer, and photographer, demonstrating an understanding of the requirements and the ability to deliver a high-quality event.</i></p>	9 points
	Sector Knowledge – Does the proposal demonstrate the Offeror’s knowledge related to technical sectors required by the SOW?	10 points
Total Points – Technical Approach		55 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed team members have the necessary experience and capabilities to carry out the SOW?	20 points
	<p>1. <i>Project lead</i></p> <p>2. <i>Technical leads</i></p> <p>3. <i>Technical implementers</i></p>	<p>10 points</p> <p>5 points</p> <p>5 points</p>
Total Points – Management		20 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company have experience relevant to the project SOW?	20 points
	Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope.	5 points
Total Points – Corporate Capabilities		25 points
Total Points		100 points

I.9 Negotiations

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions,

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

I.10 Terms of Subcontract

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

I.11 Insurance and Services

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

DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

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

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

(4) 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.

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

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

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

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

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

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

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

I. 12 Privity

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

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

II.1. Background

Bosnia and Herzegovina (BiH) is well-positioned to compete in the burgeoning global tourism industry. In 2019, according to the Bosnia and Herzegovina Agency for Statistics, tourists realized 1,640,717 arrivals to Bosnia and Herzegovina, an increase of 11,96% compared to arrivals in 2018. The COVID-19 pandemic devastated the number of arrivals to the country in 2020, with a drop of almost 80% in international arrivals. 2021 saw the beginnings of a slow comeback, with arrivals reaching nearly 60% of 2019 numbers. Data for 2023 indicates that the country has recorded a total of 1,183,169 international arrivals, which indicates a lower visitation of only 1.26% arrivals compared to the 2019 figures.

International tour operators and travel agents still control around 50% of global tourism bookings through their offline and online channels, but the BiH tourism sector, namely inbound tour operators, have not established effective working relationships with them. These international operators are crucial for any destination looking to increase their tourism revenues through increased arrivals, spending, and length of stay, and they require licensed and qualified local partners.

Additionally, the country has a very small number of Destination Management Companies (DMCs) operating in the country, not exceeding 10, at best. The rest identify themselves as travel agents, which in practice, are ground handlers for groups and Fully Independent Travelers (FITs) coming through large regional DMCs such as Slovenia, Croatia, and Serbia, or tour organizers for short stay visitors crossing over from regional higher demand countries.

This distribution of arrivals and weak international network is a direct result of the absence of a national level tourism board and fragmented and ill-funded city-based tourism boards that are very focused on regional tradeshow participation with limited technical knowledge in relation to growing international sales and distribution networks. Direct-to-consumer digital marketing is almost non-existent and funds are spent on those channels regionally through traditional mass and Out of Home (OOH) media.

With almost full recovery in 2023, USAID Turizam is working with partner airlines, Destination Management Organizations (DMOs), and the local trade to expand their international travel agents' network, which has been historically very limited with dependence on demand generated through regional DMCs. This is especially the case with the highly lucrative United States market, which is the second biggest outbound market in the world in terms of expenditure. Almost no DMC in the country has connections to travel agencies in the US; therefore, it is imperative for the local trade to start developing direct Business to Business (B2B) connections with US travel agents, in order to increase revenue, number of arrivals, and average length of stay.

To address these challenges, USAID Turizam is organizing a Roadshow in the USA, specifically in New York City and Los Angeles, planned for October 2024. This activity aims to bridge the current gap in international tourism networking for BiH trade. For these events, USAID Turizam is searching for a highly experienced Marketing and Public Relations (MPR) agency; one with a proven track record in successfully managing roadshows with emerging and developed destinations. The selected agency will play a role in supporting the overall organization of the roadshow. This includes the tasks of identifying, vetting, and inviting relevant U.S.-based trade buyers, as well as supporting USAID Turizam in identifying suitable venues for the events.

II.2. Scope of Work

It is expected that the selected Subcontractor will be responsible for the implementation of the below scope of work in full, or in part.

The selected Subcontractor will support Turizam by organizing and managing a roadshow in the United States, specifically in New York City and Los Angeles. The agency will be responsible for:

- Event organization support: Support Turizam in planning and executing the roadshow events,
- Networking support: Identifying, vetting, and inviting relevant US-based trade buyers,
- Supplier identification support: Assisting in selecting suitable locations for the events, suppliers for catering, audio-visual equipment, videographer, and photographer.

Specific services that the selected Offeror will be expected to deliver are as follows:

A. Bosnia and Herzegovina Destination Presentation – Management, Supplier Coordination, Invitations, and MPR

1. Meet with USAID Turizam team to further understand the scope and expected outcomes from the scope of work intended for this activity.
2. Recommend criteria for selection of buyers (vetting) that can include, but not limited to, total annual bookings, specialization, new/existing/promising, markets they serve, business type, etc.
3. Finalize the criteria for the selection of buyers with USAID Turizam.
4. Send invitations to a database of travel agents and tour operators in the USA who would be relevant to BiH market strategy in the USA. USAID Turizam will design the invitations. Invitations should be sent to:
 - a) Tour Operators (TOs): Specializing in European or Balkan travel, adventure tours, cultural tours, and eco-tourism.
 - b) Travel Agents (TAs): Agents with a track record of selling or interest in Eastern European destinations, and those affiliated with larger networks that can provide broader exposure.
 - c) Travel Advisors: Professionals who offer personalized travel planning services, with a focus on unique and authentic experiences.
 - d) Home-Based Travel Agents: Independent agents who may have niche interests or client bases looking for new destinations like BiH.
 - e) Travel Associations: Members of professional associations related to the travel industry, such as the American Society of Travel Agents (ASTA) or the United States Tour Operators Association (USTOA), can provide credibility and networking opportunities.
 - f) Media and Influencers: Travel journalists, bloggers, and social media influencers who have shown interest in or previously covered BiH or similar destinations.
 - g) Corporate Travel Managers: Professionals managing travel arrangements for businesses, particularly those with connections to Europe or international travel programs.
 - h) Educational Travel Planners: Organizers of study abroad programs, educational tours, and cultural exchange programs that could incorporate BiH as a destination.
5. Review applications from potential participants, including travel agents, tour operators, media personnel, and influencers, to ensure they meet the criteria for relevance and potential impact on the BiH market strategy in the USA. This includes assessing the applicants' market reach, interest in promoting BiH, and alignment with the event's objectives.

6. Secure the participation of highly vetted and relevant US trade (buyers): 35 minimum, and 15 media representatives (consumer and trade, traditional and online, including travel influencers) for each event, based on the above criteria.
7. Support Turizam to distribute the media kit that will be given to the attending media. This will include a press release/media advisory. Turizam will design and produce the media kit.
8. Support Turizam to distribute a post participation Press Release to relevant trade media. USAID Turizam will develop the press release.
9. Provide two staff members for each event to welcome guests, manage registrations, and assist with general event coordination tasks.
10. Coordinate service delivery with third party suppliers.

B. Bosnia and Herzegovina Destination Presentation Event – Venue and AV

- 1) Support USAID Turizam in acquiring three offers each for venues in New York City and Los Angeles to host a destination presentation evening event for selected buyers and trade in October 2024. The dates for the events in NYC and LA are October 9, 2024, and October 12, 2024. The venue must meet the following requirements:
 - a) Maximum occupancy of 50 - 65 people
 - b) Room big enough for (Turizam will share a photo of set-up requirements):
 - i) Theater-style seating in part of the room
 - ii) 6-foot tables for B2B meetings on the side, or back of the room
 - c) Three options for dinner menu, depending on what is culturally accepted in terms of seated and served, buffet, or pass around (served and stations), to include water and soft drinks only.
 - d) Venue to be easily accessible with sufficient parking space for participants.

Note: Avoid luxury/high-end venues. It needs to reflect a professional environment that promotes “The most Exciting Destination in the World” tag line and a sustainability-oriented destination.

- 2) Support Turizam acquiring 3 offers each in New York City and Los Angeles from AV companies that will set up the required equipment as part of the event. Requirements include:
 - a) Sound system, 4 speakers, sound mixer, 6 channels
 - b) Podium
 - c) Audio connection for laptop
 - d) 3 handled microphones
 - e) Projector, min 5000 Ansi Lumen
 - f) Clicker
 - g) Screen, front or back projection, depending on the venue, min 3X2m.
- 3) Support USAID Turizam acquiring 3 offers each in New York City and Los Angeles from content creators that will provide the following services as part of the event:
 - a) Videographers to develop up to 90 seconds of edited video of each event in minimum HD to include testimonials, interviews, networking, and interactions. Rough cut to be sent within two days after the event for review and finalization within two days after receiving feedback from Turizam’s team. Allow for up to two revisions.
 - b) Photographers to provide around 50 high resolution photos of each event.
- 4) Support USAID Turizam in acquiring 3 offers each for the production and installation of on-site branding elements, including the Main Banner, Photo Wall, Front Banner, Name Tags, etc., in New York City and Los Angeles. Turizam will handle the design of these elements.

Note: All expenses outlined in Section B will be directly paid for by USAID Turizam and partners. The responsibility for these payments does not fall upon the subcontractor. The requirement from the subcontractor is solely to assist in the procurement of quotations and offers for the services detailed in Section B of the SOW.

II.3. Deliverables

The successful Offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

Deliverable 1: Buyer Selection Criteria and Invitation Strategy Report

Deliverable 1 encompasses both the recommended criteria for selecting buyers, to be presented to USAID Turizam for review and feedback, and the finalized criteria developed in collaboration with USAID Turizam. The selection criteria should consider factors such as total annual bookings, specialization, markets served, and business types, facilitating the identification and invitation of relevant participants to the roadshow events. Additionally, the report outlines the approach for extending invitations to the targeted database of travel agents, tour operators, and other relevant parties in its database of contacts, ensuring a streamlined and effective outreach process.

Format of Delivery: Digital document in Microsoft Word and PDF formats

Deliverable 2: Invitation Dispatch and Response Analysis Report

Deliverable 2 will provide a summary of the invitation process for the events in New York City and Los Angeles. The report will include:

1. List of Invitees: A comprehensive list of travel agents, tour operators, travel advisors, media, influencers, and other relevant parties to whom invitations are sent.
2. Invitation Format and Dispatch Method: A brief description of how the invitations were formatted and sent out, including the use of email, digital platforms, or other communication methods to reach the targeted invitees.
3. Response Rate Overview: An analysis of the response rates to the invitations, detailing the number of acceptances, declines, and non-responses.
4. Applicant List: A list of applicants who responded to the invitations, indicating those who have expressed interest in participating in the events. This list will serve as a preliminary attendee list for further planning and coordination.

Format of Delivery: Digital document in Microsoft Word and PDF formats

Deliverable 3: Participant Application Review and Selection Report

Deliverable 3 encompasses a thorough review and assessment of applications received from potential participants for the events in New York City (NYC) and Los Angeles (LA). The process includes evaluating travel agents, tour operators, media, and influencers, and others to ensure they align with the established criteria for relevance and potential impact on the BiH strategy in the USA. The report will include a list of participants who are best positioned to contribute to the success of the roadshow,

fostering meaningful engagement and promoting BiH as a premier tourism destination. The report will include:

1. **Evaluation Criteria:** Detailed explanation of the criteria used to assess applications, including market reach, interest in BiH, and alignment with event objectives.
2. **Application Summary:** A summary of each application, highlighting key information that supports the evaluation process.
3. **Selected Participants List:** A list of participants selected based on the review, categorized by their role (e.g., travel agent, tour operator, travel advisor, media personnel, influencer, etc.).
4. **Assessment Insights:** Insights and rationale for the selection or rejection of certain applicants, providing transparency into the decision-making process.

Deliverable 4: Attendee Registration Forms and Contact Details

Deliverable 4 comprises the collection and organization of registration forms signed by attendees at both events in New York City and Los Angeles. This deliverable serves as a formal record of participation and provides a comprehensive database of attendee contact details. The collection of this information is crucial for post-event follow-ups, networking opportunities, and the measurement of event impact.

Deliverable components:

1. **Signed Registration Forms:** Physical or scanned copies of registration forms signed by the attendees, serving as proof of attendance and agreement to participate in the event activities.
2. **Attendees Contact Details Database:** An Excel document containing detailed contact information of each attendee. The database will include the following columns:
 - Name
 - Surname
 - Organization
 - Position
 - Email
 - Phone Number
 - Website

Format of Delivery:

1. **Signed Registration Forms:** Provided as scanned copies in Microsoft Word and PDF formats.
2. **Attendees Contact Details Database:** Delivered as a Microsoft Excel file.

Deliverable 5: Media Kit Distribution List and Post-Participation Press Coverage Report

The subcontractor will distribute media kits to media personnel attending the Bosnia and Herzegovina events in NYC and LA. These kits, developed and designed by Turizam, will include a press release/media advisory and other promotional materials aimed at enhancing media coverage of the event and promoting Bosnia and Herzegovina as a tourism destination. Following the distribution, the subcontractor will develop a Coverage Report to assess the media's engagement and the extent of coverage achieved as a result of the event. Deliverable components :

1. **Media Kit Distribution List:** A list of media attendees and the media kit have been sent to along with media contact details.
2. **Post-participation Press Coverage Report:** After the event, a comprehensive report will be prepared, summarizing the media coverage received. This report will include links to media

reports, citations, summaries of articles, broadcasts, social media posts, and any other forms of coverage that mention the event or promote Bosnia and Herzegovina. The report will also analyze the coverage's reach and impact, providing insights into the effectiveness of the media engagement strategy.

Format of Delivery:

1. **Media Kit Distribution List:** Delivered as a digital document in Excel format, this list will detail the media personnel who received the kits, their affiliations, and contact information.
2. **Post-participation Press Coverage Report:** Provided as a digital document in PDF format, offering a detailed and accessible overview of the media coverage resulting from the event. The report will include links to online articles, summaries of print and broadcast coverage, and an analysis of the coverage's impact.

Deliverable 6: Event Staff Profiles

The subcontractor will provide two staff members for each event, one in New York City and the other in Los Angeles. These staff members will play a crucial role in ensuring the smooth operation of the events by welcoming guests, managing registrations, and assisting with general event coordination tasks. To ensure transparency and confidence in the staffing selection, the subcontractor will also provide the profiles and CVs of the two staff members assigned to each event. This documentation will detail the staff members' qualifications, experience, and specific roles and responsibilities during the event, demonstrating their capability to support the event's success effectively. Deliverable components:

1. **Staff Profiles:** Detailed profiles of the two staff members assigned to each event, including their professional backgrounds, relevant experience in event management, and specific skills that qualify them for their roles in welcoming guests, managing registrations, and assisting with event coordination.
2. **CVs of Staff Members:** Comprehensive CVs for each staff member, providing a deeper insight into their career history, educational background, and any specific achievements or qualifications relevant to their roles at the event.

Format of Delivery: Delivered as digital documents in Microsoft Word and PDF formats.

Deliverable 7: Venue Offers and Comparison Report

The subcontractor will acquire three offers each from venues in New York City and Los Angeles to host a destination presentation evening event and B2B meetings for selected buyers and trade in October 2024. The dates for these events are set for October 9 in New York City and October 12 in Los Angeles. This deliverable involves identifying suitable venues that meet the specific requirements for the events, including space for presentations, B2B meetings, and any additional needs that align with the event's objectives. The subcontractor will negotiate with venues to obtain best offers, including pricing, amenities, availability, and any included services, ensuring that each offer meets the criteria for a successful event. Deliverable components:

1. **Venue Offers:** Detailed descriptions of the offers from each venue, including rental costs, space specifications, available dates, catering options, audio-visual equipment availability, and any additional services or amenities offered.

2. Comparison Report: A comparative analysis of the offers from the three venues in each city, highlighting the advantages and disadvantages of each based on cost, location, facilities, and suitability for the event's needs.

Format of Delivery: Delivered as a digital document in PDF format.

Deliverable 8: Audio Visual Company Offers and Comparison Report

The subcontractor will acquire three offers from audio-visual (AV) companies in both NYC and LA. These offers will detail the provision and setup of the required AV equipment for the events. The essential AV equipment includes a sound system with 4 speakers, a sound mixer with 6 channels, and other necessary components to ensure high-quality audio delivery for the presentations and B2B meetings. The process involves identifying reputable AV companies with experience in similar events, requesting detailed proposals that include pricing, equipment specifications, setup and breakdown services, and any additional support offered. Deliverable components:

1. AV Company Offers: Detailed proposals from each AV company, including itemized lists of equipment to be provided, costs, and descriptions of setup and support services.
2. Comparison Report: A comparative analysis of the offers from the three AV companies in each city, evaluating each proposal based on cost-effectiveness, equipment quality, company reputation, and the comprehensiveness of services provided.

Format of Delivery: Delivered as a digital document in PDF format.

Deliverable 9: Content Creation Services Offers and Comparison Report

The subcontractor will acquire three offers from content creation companies in both NYC and LA. These offers will detail services for capturing and producing content related to the Bosnia and Herzegovina events. The content creation services sought include videography and photography, aimed at documenting the events, capturing key moments, networking interactions, that can be used for future marketing efforts. The process involves identifying content creation companies with experience in event coverage, requesting detailed proposals that include pricing, service descriptions, portfolio examples, and any additional services offered. Deliverable components:

1. Content Creation Offers: Detailed proposals from each content creation company, including descriptions of services, pricing, and examples of previous work that demonstrates their capability to capture and produce high-quality event content.
2. Comparison Report: A comparative analysis of the offers from the three content creating service provider companies in each city, evaluating each proposal based on cost-effectiveness, equipment quality, company reputation, and the comprehensiveness of services provided.
- 3.

Format of Delivery: Delivered as a digital document in PDF format.

Deliverable 10: On-site Branding Elements Production and Installation Offers and Comparison Report

The subcontractor will acquire three competitive offers from vendors in both New York City and Los Angeles for the production and installation of on-site branding elements for the Bosnia and Herzegovina events. These branding elements are crucial for creating a visually cohesive and engaging event atmosphere and include items such as the Main Banner, Photo Wall, Front Banner, Name Tags, etc. The process involves identifying vendors with expertise in high-quality production and installation of event

branding materials, requesting detailed proposals that outline costs, production timelines, material specifications, and installation services. Deliverable components:

1. Branding Elements Offers: Detailed proposals from each vendor, including itemized costs for the production and installation of each branding element, material specifications, and timelines for production and setup.
2. Comparison Report: A comparative analysis of the offers from the three vendors in each city, evaluating each proposal based on cost, quality of materials, production and installation capabilities, and adherence to the event's branding requirements.

Format of Delivery: Delivered as a digital document in PDF format.

II.4. Deliverables Schedule

The successful Offeror shall submit the deliverables described above in accordance with the following deliverables schedule. The dates below may be modified at the sole discretion of Chemonics.

Deliverable Number	Corresponding Deliverable Number(s) and Name(s)	Due Date
1	Buyer Selection Criteria and Invitation Strategy Report	July 15, 2024
2	Invitation Dispatch and Response Analysis Report	July 20, 2024
3	Participant Application Review and Selection Report	July 30, 2024
4	Attendee Registration Forms and Contact Details	October 18, 2024
5	Media Kit Distribution List and Post-Participation Press Coverage Report	November 30, 2024
6	Event Staff Profiles	August 31, 2024
7	Venue Offers and Comparison Report	July 25, 2024
8	Audio Visual Company Offers and Comparison Report	July 25, 2024
9	Content Creation Services Offers and Comparison Report	July 25, 2024
10	On-site Branding Elements Production and Installation Offers and Comparison Report	July 25, 2024

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

Section III Firm Fixed Price Subcontract (Terms and Clauses)Subcontract Fixed Price, Invoicing and PaymentD.1. Subcontract Fixed Price

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

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$\$ July 15, 2024	Buyer Selection Criteria and Invitation Strategy Report
2. \$\$ July 20, 2024	Invitation Dispatch and Response Analysis Report
3. \$\$ July 25, 2024	Venue Offers and Comparison Report
5. \$\$ July 25, 2024	Audio Visual Company Offers and Comparison Report
6. \$\$ July 25, 2024	Content Creation Services Offers and Comparison Report
7. \$\$ July 25, 2024	On-site Branding Elements Production and Installation Offers and Comparison Report
4. \$\$ July 30, 2024	Participant Application Review and Selection Report
8. \$\$ August 31, 2024	Event Staff Profiles
9. \$\$ October 18, 2024	Attendee Registration Forms and Contact Details
10. \$\$ November 30, 2024	Media Kit Distribution List and Post-Participation Press Coverage Report

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

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

D.2. Invoicing

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

D.3. Payment Account Information

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

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

Bank name: (INSERT Subcontractor's bank name)

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

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

D.4. Payment

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

Section E. Branding Policy

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

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

- (a) The authorized geographic code for procurement of goods and services under this subcontract is 937.
- (b) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 —Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.
- (c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:
- (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:
- (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

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

Section G. Intellectual Property Rights

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

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

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

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

Section H. Indemnity and Subcontractor Waiver of Benefits

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

Section I. Compliance with Applicable Laws and Regulations

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

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

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

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

Section J. Privity of Contract and Communications

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

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

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

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

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

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

Section L. Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

(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.

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

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

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

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

Section M. Set-Off Clause

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

Section N. Assignment and Delegation

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

Section O. Organizational Conflicts of Interest

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

Section P. 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.

Section Q. Terrorist Financing Prohibition/ Executive Order 13224

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

Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

Section R. Restrictions on Certain Foreign Purchases (FAR 52.225-13)

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

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

Section S. 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.

Section T. Compliance with U.S. Anti-Corruption Regulations

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

- (a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- (b) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

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

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

Section U. Subcontractor Performance Standards

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

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

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

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

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

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

Responsiveness to Chemonics' requests. Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.

Quality of financial management. Demonstrates cost control in meeting subcontract requirements.

Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.

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

Section V. 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.

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

a) Public Availability of Information.

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

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

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

(c) Impracticality of Registration.

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

(d) Remedy.

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

Section X. Miscellaneous

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

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

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

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

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

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

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

Section Y. Insurance Requirements

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

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

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

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

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

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

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

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

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

(4) USAID's DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Starr Indemnity and Liability Company through its agent, Marsh McLennan Agency (MMA). To obtain insurance, email: USAID@marshmma.com. Additional contacts available for guidance and questions regarding the required application form and submission requirements are: Tyler Hlawati (Starr) tyler.hlawati@starrcompanies.com Telephone: 646-227-6556 Cell phone: 347-326-1357 399 Park Ave, New York, NY 10022 Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780 399 Park Ave, New York, NY 10022 6 AAPD 22-01, Defense Base Act (DBA) Insurance Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312 Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

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

(2) Exceptions:

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

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

Section YY. Security

(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

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

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

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

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

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

Section YYY. Standard Expanded Security

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

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

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

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

Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES

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

Z.2 GOVERNMENT SUBCONTRACT

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

Z.3 NOTES

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

- 1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
- 2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3. Insert "and Chemonics" after "Government" throughout this clause.
- 4. Insert "or Chemonics" after "Government" throughout this clause.
- 5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
- 6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
- 7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
- 8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime

Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

Z.5 PROVISIONS INCORPORATED BY REFERENCE

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	JUNE 2020	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	JUN 2020	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	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)
<u>52.203-10</u>	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)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2011	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.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	NOV 2021	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)

Clause Number	Title	Date*	Notes and Applicability
<u>52.203-17</u>	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
<u>52.204-06</u>	UNIQUE ENTITY IDENTIFIER	OCT 2016	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	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.
<u>52.204-23</u>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<u>52.204-25</u>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021	All subcontracts regardless of value (Note 1 applies)
<u>52.204-27</u>	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUNE 2023	All subcontracts regardless of value (Note 1 applies)
<u>52.204-30</u>	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION	DEC 2023	All subcontracts regardless of value (Note 1 applies)
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2012	All Subcontracts > \$35,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	JUN 2020	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if

Clause Number	Title	Date*	Notes and Applicability
			the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	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 "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	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.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	NOV 2021	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS	JUN 2020	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	NOV 2021	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	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.
<u>52.215-17</u>	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.
<u>52.215-18</u>	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.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR	NOV 2021	(Note 2 applies.)

Clause Number	Title	Date*	Notes and Applicability
	INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.		
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS	NOV 2021	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	JUN 2020	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	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 paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	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.)
<u>52.216-10</u>	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.)
<u>52.216-11</u>	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.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.216-18</u>	ORDERING	AUG 2020	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</i>
<u>52.217-9</u>	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.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	NOV 2021	Applies if this Subcontract > \$750,000 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.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-21</u>	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.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	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.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<u>52.222-36</u>	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. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	Applies if this Subcontract contains the FAR clause of 52.222-35, Equal Opportunity for Veterans.
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts is above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> 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;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	NOV 2021	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2021	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.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	NOV 2021	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	JUN 2020	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.), not applicable when both the performance and delivery are outside the United States
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	Applies only if FAR clause 52.221-1 is included in the subcontract
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	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.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	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.

Clause Number	Title	Date*	Notes and Applicability
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	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)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	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.
<u>52.230-2</u>	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.
<u>52.230-3</u>	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.
<u>52.230-4</u>	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.
<u>52.230-5</u>	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.
<u>52.230-6</u>	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.
<u>52.232-20</u>	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.

Clause Number	Title	Date*	Notes and Applicability
<u>52.232-22</u>	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.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD 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.	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".
<u>52.237-8</u>	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.
<u>52.237-9</u>	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	SEP 2021	Applies to all subcontracts > \$800,000, regardless of subcontract type.
<u>52.242-4</u>	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.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.

Clause Number	Title	Date*	Notes and Applicability
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	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.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2022	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	SEP 2021	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	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"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	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.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.

Clause Number	Title	Date*	Notes and Applicability
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	NOV 2021	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	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.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value.
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.

Clause Number	Title	Date*	Notes and Applicability
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
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)

Clause Number	Title	Date*	Notes and Applicability
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989 DEVIATION (JUN 2020)	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)

Clause Number	Title	Date*	Notes and Applicability
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name.

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

Subcontractor Name:

Subcontract or Sub-Task Order Number:

Subcontract or Sub-Task Order Start Date:

Subcontract or Sub-Task Order Value:

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

A. In the previous tax year, was your company’s gross income from all sources under \$300,000?
 ___ Yes ___ No

B. If “No”, please provide the below information and answer the remaining questions.

(i) Subcontractor UEI Number:

(ii) 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?:

Yes No

(iii) 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

(iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?

Yes No

(v) If you have indicated "Yes" for paragraph (ii) and "No" for paragraph (iii) and (iv) 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 v) above.

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

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

Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

Z.7. REPRESENTATIONS AND CERTIFICATIONS

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

Annex 1 Cover Letter

[Offeror: Insert date]

Michelle Bucher
Senior Associate
USAID Developing Sustainable Tourism in Bosnia and Herzegovina (Turizam)
Chemonics International Inc.

Reference: Request for Proposals for Supporting the USA Roadshow of USAID Developing Sustainable Tourism (Turizam)-HO-005

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

Dear Ms. Michelle Bucher:

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

Name of Organization's Representative
Name of Offeror
Type of Organization
Taxpayer Identification Number
UEI Number
Address
Address
Telephone
Fax
E-mail

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

We are further pleased to provide the following annexes containing the information requested in the RFP.: [Offerors: It is incumbent on each Offeror to clearly review the RFP and its requirements. It is each Offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the Offeror is registered.
II. Copy of company tax registration, or equivalent document.
III. Copy of trade license, or equivalent document.
IV. Evidence of Responsibility Statement.

Sincerely yours,

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

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

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

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

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

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

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

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

All cost information must be expressed in USD.

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

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

Sample Budget

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

Design, Production, and Distribution of Communications Materials to District Courts			
Deliverable	Base	Rate	Total
Deliverable No. 1: Draft Communication Materials			
Design Specialist (daily rate)	6	\$400	\$2,400
Operations Manager (daily rate)	3	\$500	\$1,500
Software Lisence	1	\$1,500	\$1,500
<i>Total, Deliverable 1</i>			\$5,400
Deliverable No. 2: Printed Communication Materials			
Design Specialist (daily rate)	3	\$400	\$1,200
Operations Manager (daily rate)	2	\$500	\$1,000
Pamphlet Paper	500	\$2	\$1,000
Printing Ink	1	\$1,000	\$1,000
<i>Total, Deliverable 2</i>			\$4,200
Deliverable No. 3: Proof of Distribution of Materials to Districts 1-4			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 3</i>			\$3,525
Deliverable No. 4: Proof of Distrbution of Materials to Districts 5-8			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 4</i>			\$3,525
Grand Total			\$16,650

Annex 3 Required Certifications**EVIDENCE OF RESPONSIBILITY****1. Offeror Business Information**

Company Name: Full Legal Name

Address: Address

UEI Number:

2. Authorized Negotiators

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part 170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes No

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

Yes No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS/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? (FFATA § 2(b)(1)):

Yes No

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

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____ Date: _____

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

SUBCONTRACTOR SIZE SELF-CERTIFICATION FORM

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

Project Name: [enter full name of project]

Primary NAICS Code: 541990

Company Name: Full legal name

Address: Street address

City, State, Zip: City, State Zip

UEI Number: [enter the [Unique Entity Identifier \(UEI number\)](#) here. Subcontractors must have a UEI number, unless exempted, as a part of receiving a subcontract with Chemonics.

Contact Person: Name, Title

Contact Phone Number: (555) 555-5555

Type of Entity

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

Small Business Large Business Nonprofit/Educational Government Non-US

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

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> 8(a) |
| <input type="checkbox"/> HUBZone | <input type="checkbox"/> Woman Owned Small Business |
| <input type="checkbox"/> Veteran Owned | <input type="checkbox"/> Service Disabled Veteran Owned |
| <input type="checkbox"/> Alaskan Native Corporation | <input type="checkbox"/> Indian Tribe |

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

Signature and Title (required)

Date

*****CHEMONICS INTERNAL USE ONLY*****

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of ___/___/___ conducted by: _____.

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

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

Why am I being requested to obtain a UEI number?

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

Is there a charge for obtaining a UEI number?

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

How do I obtain a UEI number?

UEI numbers can be obtained online at SAM.gov.

What information will I need to obtain a UEI number?

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

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

How long does it take to obtain a UEI number?

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

Are there exemptions to the UEI number requirement?

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

What is CCR/SAM?

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

When should I register in SAM?

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

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

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

Why should I register in SAM?

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

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

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcba0

Follow the step-by-step guidance for contracts registrations at:
https://www.fsd.gov/sys_attachment.do?sys_id=b4c153341ba3c5103565ed3ce54bcbb8

You must have a UEI number in order to begin either registration process.

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

What data is needed to register in SAM?

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

- * General Information - Includes, but is not limited to, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- * Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- * Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
- * Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

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

Annex 5 Past Performance Template

The following table must be completed and included in the Technical Volume. Include at least 3 projects that best illustrate experience relevant to this RFP or similar activities. Included projects must have been completed within the past 3 years.

#	Client Name, Address/Location, Telephone Number, Email	Contract or Purchase Order Number	Description of Activities or Work	Date of Work	Cost in USD
1					
2					
3					

Chemonics reserves the right to contact provided references to verify and, if applicable, request further information. Chemonics reserves the right to obtain past performance information obtained from sources other than those identified by the offeror. Chemonics shall determine the relevance of similar past performance information.

Annex 6 Key Personnel Qualifications

1. Project Lead

The Project Lead serves as the main point of contact between USAID Turizam and the subcontractor, ensuring seamless communication and project alignment. This role requires:

- **Strategic Oversight:** Overall responsibility for project planning, execution, and evaluation, ensuring all activities align with the SOW.
- **Team Coordination:** Leadership in coordinating efforts among technical leads and implementers, ensuring effective collaboration and resource allocation.
- **Stakeholder Engagement:** Primary liaison for all stakeholder communications, ensuring expectations are met and feedback is integrated.

Qualifications:

- Bachelor's or Master's degree in Business Administration, Project Management, or a related field.
- At least 10 years of project management experience, with a proven track record in successfully leading large-scale events or roadshows for destinations in the United States of America.

2. Technical Leads

Technical Leads are responsible for the strategic direction and oversight of the technical aspects of the project. They ensure that the project's technical solutions are feasible, and aligned with the project goals. Responsibilities include:

- **Technical Planning and Execution:** Developing and overseeing the technical strategy, including event organization, networking support, and supplier coordination.
- **Quality Assurance:** Ensuring the technical aspects of the project meet the highest standards of quality.
- **Team Supervision:** Guiding and supporting technical implementers in executing the project plan.

Qualifications:

- Bachelor's or Master's degree in a technical or relevant field to the project's focus.
- A minimum of 8 years of experience in a technical leadership role, preferably with experience in event management or related projects.
- Comprehensive knowledge of the technical requirements specific to the project, with a strong ability to innovate and solve problems.

3. Technical Implementers

Technical Implementers are the doers of the team, focusing on the hands-on aspects of bringing the project to life. They are responsible for:

- **Implementation:** Direct execution of the technical aspects of the project, from supplier coordination to on-the-ground event support.
- **Technical Support:** Providing technical assistance and support to ensure the project's success.
- **Collaboration:** Working closely with the technical leads and project lead to ensure alignment and address any challenges that arise.

Qualifications:

- Bachelor's degree in a field relevant to the project's technical demands.
- At least 3 years of experience in roles that require technical proficiency and project implementation skills.